



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

129 PLEASANT STREET, CONCORD, NH 03301-3857

603-271-9200 1-800-852-3345 Ext. 9200

Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Lori A. Shibiante
Commissioner

Lori A. Weaver
Deputy Commissioner

October 6, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05 and 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18, Governor Sununu has authorized the Department of Health and Human Services (DHHS), Office of the Commissioner, to enter into a **Retroactive, Sole Source** amendment to an existing contract with Deloitte Consulting LLP (VC#174776), Concord, NH, to analyze school reopening scenarios as impacted by COVID-19 infection rates, by increasing the price limitation by \$487,193 from \$3,520,270 to \$4,007,463 with no change to the completion date of November 29, 2021, effective retroactive to August 24, 2020. 100% Federal Funds.

The original contract was approved by Governor and Council on May 1, 2019, Item #18, as amended as approved by the Governor and Council on December 18, 2019, (Item #14); and as amended as approved by the Governor on July 20, 2020, as presented to the Council on August 26, 2020, as Informational Item #A.

Funds are available in the following accounts for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-902510-7039 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, INFECTIOUS DISEASE CONTROL, PUBLIC HEALTH CRISIS RESPONSE

State Fiscal Year	Class Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2019	102-500731	Contracts for Prog Svc	90703900	\$1,745,973	\$0	\$1,745,973
2019	102-500731	Contracts for Prog Svc.	90703902	\$120,000	\$0	\$120,000
2020	102-500731	Contracts for Prog Svc	90703900	\$696,526	\$0	\$696,526
			<i>Subtotal</i>	\$2,562,499	\$0	\$2,562,499

05-95-90-902010-5040 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, OPIOID SURVEILLANCE

State Fiscal Year	Class Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2020	102-500731	Contracts for Prog Svc	90050403	\$389,011	\$0	\$389,011
			<i>Subtotal</i>	<i>\$389,011</i>	<i>\$0</i>	<i>\$389,011</i>

05-95-90-903010-1835-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, NH ELC

State Fiscal Year	Class Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2020	102-500731	Contracts for Prog Svc	90183520	\$468,760	\$0	\$468,760
2021	102-500731	Contracts for Prog Svc	90183520	\$100,000	\$0	\$100,000
			<i>Subtotal</i>	<i>\$568,760</i>	<i>\$0</i>	<i>\$568,760</i>

05-95-90-903010-1901 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, ELC CARES COVID-19

State Fiscal Year	Class Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	90183518	\$0	\$487,193	\$487,193
			<i>Subtotal</i>	<i>\$0</i>	<i>\$487,193</i>	<i>\$487,193</i>
			Total	\$3,520,270	\$487,193	\$4,007,463

EXPLANATION

This amendment is **Retroactive** because DHHS did not have the fully executed contract documents in time for Governor approval to meet the COVID-19 response needs surrounding school re-opening efforts and associated results and trends. This amendment is **Sole Source** because DHHS is adding additional scope beyond that which was contemplated in the original Request for Proposal.

This amendment is part of the State's strategic response to the COVID-19 pandemic. On July 31, 2020, the need for enhanced data analytics for the school re-opening associated with the COVID-19 response was identified to increase the speed and accuracy of the data being collected and published regarding COVID-19 cases, clusters, and outbreaks within New Hampshire schools. The current system in place does not include school level information. The Contractor will provide the State the necessary resources to design and implement a school's dashboard as well as trend-based analytics based on other states' learning models, infection rates, and overall transmission of COVID-19.

The purpose of this amendment is to expand professional services to continue the development of a software system and associated services required for DHHS to implement a scalable COVID-19 Response Management Business Intelligence dashboard that is integrated with and expands upon DHHS' existing enterprise-wide data warehousing and business intelligence infrastructure. Separate dashboards will be available to the public and authorized state staff to assure privacy of released data and maximize utility for internal management. Additional federal funding provided by the Emerging Issues (E) Project of CK19-1904, henceforth 'ELC CARES' for the COVID-19 response will enable the State to complete the dashboard reporting needed to address the COVID-19 pandemic. DHHS has been working to manage the response effort for COVID-19 for the State of New Hampshire. In an effort to provide as much transparency to the public as possible, DHHS has been creating and distributing COVID-19 related statistics in chart and table format. The current reporting does not provide school related information surrounding the active cases, learning models, absenteeism, enrollment or risk factors for students attending schools in the State. To address this, DHHS and the Department of Information Technology (DoIT) are working to automate reporting by pulling source data into our Enterprise Business Intelligence (EBI) platform.

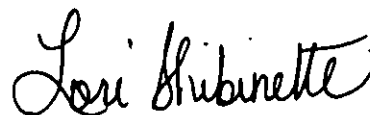
The ongoing effort will be accelerated and enhanced through the professional services provided through this amendment. The continued expansion of the platform from Opioid data analytics is a realization of the original plan and architectural strategy for using the platform for any data analytics needs in the State. While the expanded development of the data integration and dashboard system will be focused on COVID-19, the infrastructure developed and the data integrated will be fully leveraged to support all the analytical challenges DHHS faces. For example, key elements of the New Hampshire Electronic Disease Surveillance System (NHEDSS), Juvare Emergency Preparedness System, Laboratory Management System (LIMS), Granite Trace (Contact Tracing Salesforce application), national data sets for predictive modeling, and Vital Records information are needed for analysis of the impacts and overall State response to the COVID-19 pandemic. By integrating this data into the DHHS' business intelligence infrastructure, the data will then be positioned to meet other analytic needs of the program. Beyond data integration, the Contractor will continue to assist DHHS with implementing high-level analytic tools and continue to leverage the toolsets needed to reinforce agile project management. DHHS maintains, or has access to, multiple systems that compile data on the contact tracing, testing, registration, asset inventory and a variety of health and social issues that correlate with risk, impact, and trends surrounding COVID-19. These systems organize and support various functional areas in delivering services to the citizens, as well as systems that capture information about the health and well-being of the general public. Additionally, other New Hampshire state agencies and federal partners capture important data related to the COVID-19 pandemic. In aggregate, these systems maintain a large wealth of data.

Area served: Statewide

Source of Funds: Centers for Disease Control and Prevention, CFDA #93.323, FAIN
NU50CK000522.

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

Respectfully submitted,

A handwritten signature in black ink, reading "Lori Shibinette". The signature is written in a cursive, flowing style.

Lori A. Shibinette
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Denis Goulet
Commissioner

September 23, 2020

Lori A. Shibinette, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a Retroactive Sole Source contract amendment with Deloitte Consulting, of Concord, NH as described below and referenced as DoIT No. 2019-043C.

This contract amendment is to provide a software system and associated services for the Department to analyze school reopening scenarios as impacted by COVID-19 infection rates in New Hampshire. This analysis consists of two (2) primary components: descriptive trend-based analysis and decision support modeling.

The funding amount for this amendment is \$487,193, increasing the current contract from \$3,520,270 to \$4,007,463 with no change to the completion date of November 29, 2021, retroactive to August 24, 2020 upon Governor and Executive Council approval through November 29, 2021.

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

Sincerely,

Denis Goulet

DG/kaf
DoIT #2019-043C
RID: N/A
cc: Michael Williams, IT Manager, DoIT

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Data Analytics Platform for Opioid Crisis
DHHS-RFP-2019-043 / RFP-2019-DPHS-19-DATAA-01-A03
CONTRACT AMENDMENT #3

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2019-043, on May 1, 2019, Item #18. (herein after referred to as the "Agreement"), Deloitte Consulting LLP (hereinafter referred to as "Contractor") agreed to supply certain services upon the terms and conditions specified in the Agreement, as subsequently amended as approved by the Governor and Council on December 18, 2019 (Item #14); as subsequently amended as approved by the Governor on July 20, 2020 as presented to the Executive Council on August 26, 2020 as Informational Item #A; and in consideration of payment by Deloitte Consulting LLP to the New Hampshire Department of Health and Human Services, Division of Public Health (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement, P-37 Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Contractor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to make changes to the payment schedule and increase the price limitation;

WHEREAS, the Contractor agrees to provide a software system and associated services for the Department to analyze school reopening scenarios as impacted by COVID-19 infection rates in New Hampshire, which consists of two (2) primary components: descriptive trend-based analysis and decision support modeling;

WHEREAS, the Contractor agrees to implement a scalable COVID-19 Business Intelligence dashboard for the State;

WHEREAS, the Department and the Contractor wish to increase the Contract price limitation; and

WHEREAS, the Department and the Contractor seek to clarify the Agreement.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree the Agreement is hereby amended as follows:

1. Amend Form P-37 General Provisions, Block 1.8 Price Limitation, to read:

\$4,007,463.

2. Amend Contract Part 2, Amendment #1, Section 7. Services; Subsection 7.6 Warranty Services, by replacing in its entirety as follows:

7.6. WARRANTY SERVICES

7.6.1. The Contractor shall provide the State with warranty Services set forth in the Contract, and particularly described in Exhibit K: Warranty & Warranty Services.

7.6.2. No warranty shall apply to the services delivered as part of Amendment 2.

7.6.3. No warranty shall apply to the services delivered as part of Amendment 3.

3. Amend Contract Part 3, Section 1. Payment Schedule, Subsection 1.3. Future Vendor Rates Worksheet by adding Table 1.4. SFY 2021 Enhancement and Support as follows:

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Data Analytics Platform for Opioid Crisis
DHHS-RFP-2019-043 / RFP-2019-DPHS-19-DATAA-01-A03
CONTRACT AMENDMENT #3

Contract #2019-043, Part 3.	NEW TEXT			
Exhibit B, Section 1; Price and Payment Schedule; Subsection 1.3 Future Vendor Rate Worksheet	Table 1.4. SFY 2021 Enhancement and Support			
		SFY 2021	Qty.	Total
	Clinician	\$180	80	\$14,400
	Data Governance Lead	\$180	0	\$0
	Data Scientist Lead PhD	\$443	0	\$0
	Data Scientist	\$361	160	\$57,760
	Data Visualization	\$160	180	\$28,800
	Database (ETL)	\$268	0	\$0
	Enterprise Architect Lead	\$247	0	\$0
	ETL and Data Wrangling Lead	\$202	0	\$0
	Opioid Analytics Lead	\$361	0	\$0
	Physician	\$361	0	\$0
	Project Manager	\$227	389	\$88,303
	Security	\$177	0	\$0
	Security Lead	\$202	0	\$0
	Senior Database (ETL)	\$149	490	\$73,010
	Tester	\$202	300	\$60,600
	Training Lead	\$155	0	\$0
	UI Designer	\$134	480	\$64,320
	Data Set (2 months @ \$50,000/month)	\$100,000	0	\$100,000
			2,079	\$487,193

Initial all pages

Contractor Initials: ga

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Date: 9/16/2020

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Data Analytics Platform for Opioid Crisis
DHHS-RFP-2019-043 / RFP-2019-DPHS-19-DATAA-01-A03
CONTRACT AMENDMENT #3

Contract #2019-043, Part 2.	NEW TEXT
Section 7. Services	<p>Amend Contract Part 2, Section 7. Services to add Subsection 7.8. COVID-19 Analytics, as follows:</p> <p>7.8 COVID-19 Analytics The Contractor agrees to provide additional services and data totaling \$487,193 as set forth in Table 1.4. SFY 2021 Enhancement and Support. For these services, the Contractor shall provide the identified staffing to support State directed work. With Contractor PMO concurrence, the State will authorize Contractor activities for these services on a weekly basis. These activities will be prioritized via Jira and Contractor will produce bi-weekly status reports, including hours incurred with resource burn down. A monthly fee of \$50,000 per month will be assessed for access to Deloitte-provided data sets. The Contractor will invoice for actual hours incurred on a monthly basis and the monthly data fee, not to exceed \$487,193, without an approved change order, for the services as set forth in Table 1.4. SFY 2021 Enhancement and Support.</p>

Table 2. CONTRACT HISTORY: 2019-043-Data Analytics Platform for Opioid Crisis

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2019-043	Original Contract	May 1, 2019 Item #18	November 29, 2019	\$2,270,549
2019-043 Amendment #1	1 st Amendment	December 18, 2019 Item #14	November 29, 2020	\$680,961
2019-043 Amendment #2	2 nd Amendment	August 26, 2020 Informational Item A	November 29, 2021	\$568,760
2019-043 Amendment #3	3 rd Amendment	TBD	November 29, 2021	\$487,193
			CONTRACT TOTAL	\$4,007,463

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Data Analytics Platform for Opioid Crisis
DHHS-RFP-2019-043/RFP-2019-DPHS-19-DATAA
CONTRACT AMENDMENT #3

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect. This amendment shall be effective retroactively to August 24, 2020, subject to the Governor's approval issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, and 2020-17.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Deloitte Consulting LLP

gregory spino
Name: Gregory Spino
Title: Managing Director

Date: 9/16/2020

State of New Hampshire

David Wieters Digitally signed by David Wieters
Date: 2020.09.17 09:57:41 -04'00'

Date: _____

David Wieters, Director of Information Services
State of New Hampshire
Department of Health and Human Services
Office of the Commissioner

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Data Analytics Platform for Opioid Crisis
DHHS-RFP-2019-043 / RFP-2019-DPHS-19-DATAA-01-A03
CONTRACT AMENDMENT #3

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

Approved by the Attorney General

Catherine Pinos

Date: 9/16/2020

State of New Hampshire, Department of Justice

I hereby certify that the foregoing Amendment was approved by Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, and 2020-17.

Office of the Secretary of State

By: _____

Title: _____

Date: _____

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Data Analytics Platform for Opioid Crisis
DHHS-RFP-2019-043 / RFP-2019-DPHS-19-DATAA-01-A03

Initial all pages

Contractor Initials: ga

Date: 9/16/2020

CONTRACT AMENDMENT #3

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State of New Hampshire

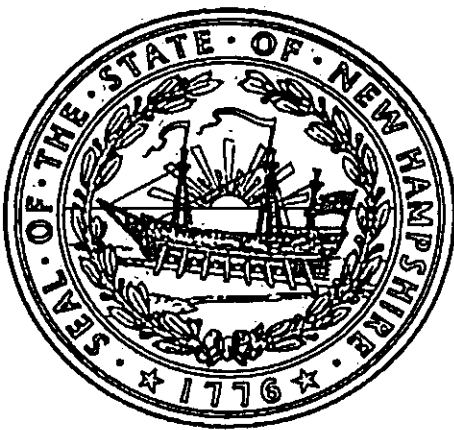
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DELOITTE CONSULTING LLP is a Delaware Limited Liability Partnership registered to transact business in New Hampshire on March 10, 2004. 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: 467399

Certificate Number: 0004913941



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of May A.D. 2020.

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

William M. Gardner
Secretary of State

Limited Partnership or LLC Certification of Authority


I, Scott Workman, hereby certify that I am a Partner, Member, or Manager of

Deloitte Consulting LLP, a limited liability partnership under RSA 304-B or a limited liability company under RSA 304-C.

I certify that Gregory Spino is authorized to bind the partnership or LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization has not expired.

Dated: 09/16/20

Sign to Attest: 

Name: Scott Workman

Title: Consulting Managing Director

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/29/2020

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

PRODUCER Marsh USA Inc. 1186 Avenue of the Americas New York, NY 10036 Attn: real(estate)certrequest@marsh.com	CONTACT PHONE: () - - - - - FAX: () - - - - - ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER/ISSUING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B: NIA</td> <td>NIA</td> </tr> <tr> <td>INSURER C: American Casualty Company of Reading, PA</td> <td>20427</td> </tr> <tr> <td>INSURER D: Valley Forge Insurance Company, LLC</td> <td>20508</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER/ISSUING COVERAGE	NAIC#	INSURER A: Continental Casualty Company	20443	INSURER B: NIA	NIA	INSURER C: American Casualty Company of Reading, PA	20427	INSURER D: Valley Forge Insurance Company, LLC	20508	INSURER E:		INSURER F:
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INSURER D: Valley Forge Insurance Company, LLC	20508														
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** NYC-010414957-07 **REVISION NUMBER:** 2

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 TR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY 1 CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> BROT <input type="checkbox"/> <input checked="" type="checkbox"/> OTHER		GL 6024588868	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO PROPERTY \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADW INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BUA 6024588871	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ UMBRELLA LIAB \$ EXCESS LIAB \$ DED \$ RETENTIONS \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	NIA	WC 6024588840 (CA) WC 6024588854 (AZ, OR, WI)	06/01/2020	06/01/2021	EL EACH ACCIDENT \$ 1,000,000 EL DISEASE, EA EMPLOYEE \$ 1,000,000 EL DISEASE POLICY LIMIT \$ 1,000,000
D	Stop Gap (OH, ND, WA)		GAP 6042880616 (OH, ND, WA)	06/01/2020	06/01/2021	\$ 1,000,000

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

CERTIFICATE HOLDER

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

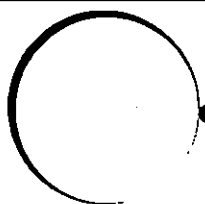
CANCELLATION

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

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Robert A. Mazzaro

Key Personnel Resumes




Enterprise Architecture Lead

Overview of Work History

has extensive Public-Sector experience designing and delivering complex solutions that focus on creating business value. He has focused on designing, building and deploying large-scale human services solutions, including Data Warehouses and Analytic platforms, Business Intelligence tools as well as common client and master data solution. has deep experience and understanding of how to architect and design a flexible and extensible Enterprise Medicaid Data Warehouse that can evolve to meet the dynamics needs of a Medicaid environment. understands the role of master data management and need to create a single-source-of-truth that the business can trust. Additionally has worked with several states on their All Payers Claims Database implementation and planning which required integration from dozens of payers and of disparate data sources.

His career has been focused on leveraging data to drive organizational change and support new business initiatives. He has experience with cross agency performance management helping clients track key performance metrics and monitor those metrics against outcomes. He has overseen and directed several Medicaid focused initiatives; building Medical Homes Platforms to support providers, creating bundled payment methodologies to support payment reform, implementing automated Medicaid forecast methodology to support the Medicaid budget process, implementing an approach to intake all required data and manage the DUALs population. All of these efforts have been focused on leveraging data and technology to support the business vision.

- 
- 20+ years of extensive Public Sector practice experience delivering complex solutions that focus on creating business value
 - Focus on creating large scale Data Warehouse and Analytic platform solutions
 - Understands the role of master data management and need to create a single-source-of-truth that the business can trust

Educational Background

Boston University

Bachelor of Arts in Economics



Relevant Project Experience

Project Name & Type	Duration & Role
<p>Wyoming Department of Health</p> <p><u>Type:</u> Enterprise data warehouse implementation</p>	<p><u>Duration:</u> 9 months</p> <p><u>Role:</u> Oversaw the contract management activities and work with the client to align the project goals and objectives. Worked with the client to define the vision for the enterprise data warehouse. Managed the team of analyst and developers to design, build and test the solution.</p>
<p>Rhode Island Healthcare Exchange (HSRI)</p> <p><u>Type:</u> Enterprise analytics strategy</p>	<p><u>Duration:</u> 12 months</p> <p><u>Role:</u> Worked with the client to design the enterprise analytics strategy and create a roadmap that would extend beyond the current project. Led the design of the data marts and aligned them with specific business needs as prioritized by the client. Managed the process to evaluate and select the appropriate business intelligence tool suite. Oversaw the requirements process for the data marts, dashboards and reporting functionality. Engaged the cross-agency business owners, Medicaid, Department of Public Health and the Rhode Island Quality Institute to ensure alignment and support for their needs.</p>
<p>Metropolitan Consulting Corporation</p> <p><u>Type:</u> Enterprise data warehouse implementation</p>	<p><u>Duration:</u> 12 years</p> <p><u>Role:</u> Built and maintained a 20+ Terabyte data warehouse that includes claims history and eligibility information for about 1.8 million members, covering over 12 years of claims history. Led the effort to achieve federal certification for the Decision Support System (DSS) components during overall Medicaid Management Information System (MMIS) deployment. Collaborated with business users, analytic teams and EOHHS IT to develop the single business intelligence platform serving over 1,500 users across 30 business units and agencies. Managed the multi-year, \$35+ million project budget; Drafted Bond Briefs and Advance Planning Document (APD) for each project to secure Federal Government/ CMS funding. Worked closely with business users in all major EOHHS projects from project inception to ensure that their reporting and analytic requirements are met. Provided EOHHS with an Enterprise Reporting platform to manage reporting needs for all EOHHS-developed applications. Drafted RFPs, managed vendor relationships, and managed contract deliverables. Developed several analytic applications including EHSResults, which was a Governor's initiative for performance management and transparency in government</p>
<p>Rhode Island Executive Office of Health and Human Services</p> <p><u>Type:</u> Technical analytical architecture design</p>	<p><u>Duration:</u> 41 months</p> <p><u>Role:</u> Led the effort to engage several State Agencies in the Business Requirements process to ensure the APCD supported their current and future analytic needs. Developed a proposed future state architecture to support the overall project vision and business needs. Assisted the State in the drafting of the RFPs for vendor selection and supported the entire vendor selection process. Provided technical oversight and guidance to ensure the project delivered a solid technical foundation while meeting the delivery timeline. Engaged with the Analytic vendor to ensure the delivery of all analytic products aligned with business user needs.</p>



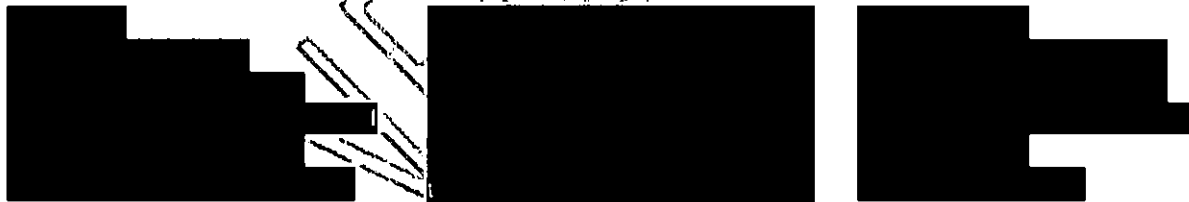
Relevant Project Experience

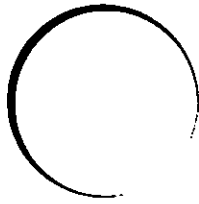
Rhode Island Healthcare Exchange (HSRI) Type: Reporting and analytic solution strategy	Duration: 15 months Role: Led the engagement team to gather an understand of the current state capabilities of the organization. Led JAD session to define business and technical requirements. Evaluated alternate approaches to deliver analytics, both database and business intelligence solutions. Oversaw the delivery of reporting and analytic environment to support current needs while positioning the client to migrate to a more robust platform. Discussed transition plan and strategy with executive leadership on how to move forward with the next phase of the reporting and analytic solution.
Maryland Healthcare Quality Commission Type: Data model designing	Duration: 15 months Role: Worked closely with the technical leads to ensure the solution aligned with the business needs. Oversaw the data model design to ensure the model supported its primary function which was rapid query response to support analytics and reporting. Provided guidance and direction for the implementation of the new business intelligence environment and evaluated various tools to ensure alignment with business needs. Led the effort to implement a data quality and reconciliation program by working with the client and the State's Division of Insurance to create a formal process.

Certifications Held or Honors Awarded

- Chartered Financial Analyst (CFA)

References





Project Manager

Overview of Work History

■ is a technology Consulting Manager with 18+ years of Systems Integration experience, specializing in projects for state and local governments with an emphasis on data-driven solutions. He has strong human services business process expertise, primarily in the fields of child welfare, integrated eligibility, Medicaid, and child support enforcement. Over the years he managed teams spanning the software development lifecycle, but has particular interest in data analytics, data warehousing, and legacy data conversion to successfully deliver the project.



Why

Jeff?

- 18+ years of experience with delivering data related solutions
- Brings experiences from current PM role in New Hampshire
- Hands-on experience across the data analytics spectrum

Educational Background

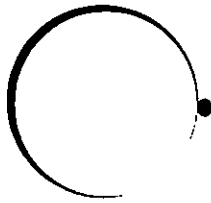
University of Colorado

Bachelor of Science, Business Information Systems

Relevant Project Experience

Project Name & Type	Duration & Role
New Hampshire Department of Health and Human Services Type: HHS Analytics Platform	Duration: 12 months Role: <ul style="list-style-type: none">• Project manager for multiple threads of work that included expanding the existing data warehouse, extending data integration (ETL) services, developing robust dashboards and visualizations, building a predictive model to identify persons at risk for opioid misuse, and implementing a comprehensive data governance framework• Led daily executive briefings and escalations with project leadership team (i.e. CIO, CSO, and Director of Data Analytics)• Led the planning, development, and acceptance of 24 deliverables and numerous supporting artifacts comprising the statement of work• Managed data enhancements and maintenance activities supporting a data model exceeding 450 tables

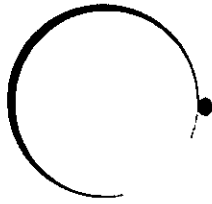




Project Manager

	<ul style="list-style-type: none">• Developed a comprehensive knowledge repository of design documentation, process governance, and training materials to transition system operations to State IT department• Followed Agile methodology with 4-week sprints between production releases
<p>Midwestern State government</p> <p>Type: Enterprise Data Governance and Master Data Management</p>	<p>Duration: 25 months</p> <p>Role:</p> <ul style="list-style-type: none">• Assumed lead responsibilities from a prior contractor for delivery of the MDM solution• Established the project work plan of MDM activities and led weekly executive briefings with stakeholders• Managed the documentation and acceptance of 17 work products from project initiation through system implementation• Reconciled and rewrote MDM design documentation with developed SOA code• Led regression testing of MDM functionality and the resolution of defects identified• Managed the identification and verification of more than two dozen touchpoints between the MDM and the State's Medicaid eligibility system• Coordinated multiple "dry runs" to rehearse the MDM conversion prior to cutover• Managed the data conversion of 5M+ member records into the MDM database• Architected the solution that reduced duplicate member tasks by 94%• Led the design and development for the data conversion of Medicaid program participation from three existing systems to the eligibility replacement system• Facilitated executive-level discussions to shape the overall data conversion approach for Pilot and transition to full statewide implementation• Established the project schedule of data conversion activities from inception to implementation and provided weekly executive briefings with stakeholders• Developed the approach to combine person demographic and case information from legacy sources without the benefit of relational keys between datasets
<p>Integrated Eligibility Replacement System (Northern State)</p>	<p>Duration: 17 months</p> <p>Role:</p> <ul style="list-style-type: none">• Led the design, development, and testing for the data conversion of legacy TANF, SNAP, and Medicaid program participation from the existing benefits management system to the integrated eligibility replacement system• Planned and executed the conversion cutover activities for four formal mock conversion runs and the final release cutover





Project Manager

Type: System integration

- Facilitated executive-level discussions to shape the overall data conversion approach
- Identified and resolved data quality problems present in the legacy system data
- Coordinated release activities between other project teams following the Software Delivery Life Cycle (SDLC)
- Managed the weekly work plan deliverable, maintaining the work plan based on Statement of Work (SOW) revisions
- Drove process improvement and adherence to the Enterprise Value Delivery (EVD) methodology
- Monitored and escalated delivery issues and risks
- Channeled release communications to the State and other stakeholders
- Managed the creation of the Requirements Traceability Matrix (RTM) for each release

Certifications Held or Honors Awarded

- Certified ScrumMaster (CSM)
- Certified SAFe 4 Agilist (SAFe)
- ITIL Foundation (2019)

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Lori A. Shibley
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 22, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Order 2020-05, 2020-08, 2020-09, 2020-10, and 2020-14, Governor Sununu has authorized the Department of Health and Human Services, Office of the Commissioner, to amend an existing **Retroactive, Sole Source** contract with Deloitte Consulting, LLP (VC#174776), Concord, NH to provide a COVID-19 Business Intelligence (BI) solution, with specific functionality to surround the creation of a COVID-19 dashboard, by increasing the price limitation by \$568,760 from \$2,951,510 to \$3,520,270 and by extending the completion date from November 29, 2020, to November 29, 2021, effective retroactive to May 15, 2020. 100% Federal Funds.

The original contract was approved by Governor and Council on May 1, 2019, Item #18. It was then subsequently amended with Governor and Council approval on December 18, 2019, Item #14.

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-98-90-902501-7039 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, INFECTIOUS DISEASE CONTROL, PUBLIC HEALTH CRISIS RESPONSE

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Informational Item - Increase (Decrease)	Revised Budget
2019	102-500731	Contracts for Prog Svc	90703900	\$1,745,973	\$0	\$1,745,973
2019	102-500731	Contracts for Prog Svc.	90703802	\$120,000	\$0	\$120,000
2020	102-500731	Contracts for Prog Svc	90703900	\$696,526	\$0	\$696,526
2020	102-500731	Contracts for Prog Svc	TBD	\$389,011	\$0	\$389,011
SubTotal				\$2,951,510	\$0	\$2,951,510

**05-95-90-803010- 1835-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN
SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, NH
ELC**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Informational Item – Increase (Decrease)	Revised Budget
2020	102-500731	Contracts for Prog Svc	90183520	\$0	\$468,760	\$468,760
2021	102-500731	Contracts for Prog Svc	90183520	\$0	\$100,000	\$100,000
			SubTotal	\$0	\$568,760	\$568,760
			Total	\$2,951,510	\$568,760	\$3,520,270

EXPLANATION

The Department requested that the Governor **retroactively** approve this item because the Department did not have the fully executed contract documents completed in time for the Governor's approval to meet the COVID-19 response needs surrounding accurate data reporting for testing, results and trends. On April 24, 2020, the Department identified a need for enhanced data analytics for the COVID-19 response to increase the speed and accuracy of the data being delivered to emergency responders. The existing system did not have the ability to deliver accurate reports and required individuals to manually extract and create the reports. The amendment will provide the State the necessary resources to design and implement an automated solution leveraging the existing platform implemented as part of the original competitively bid contract. This amendment is **Sole Source** because (1) the Department identified this vendor as having the capacity to quickly respond to the COVID-19 pandemic partially based on the work the vendor was doing under an existing contract; (2) the amendment increases the original price limitation by more than 10 percent; and (3) there are no remaining renewal options available in the original agreement.

The purpose of this amendment is to expand the professional services to continue the development of a software system and associated services that are required for the Department to implement a scalable COVID-19 Response Management Business Intelligence dashboard that is integrated with and expands upon the Department's existing enterprise-wide data warehousing and business intelligence infrastructure. Separate dashboards will be available to the public and authorized state staff to assure privacy of released data and maximize utility for internal management. Additional federal funding provided by the Emerging Issues (E) Project of CK19-1904. Going forward 'ELC CARES' for COVID Response will enable the State to complete the dashboard reporting needed to address the COVID-19 pandemic. The Department has been working to manage the response effort for COVID-19 for the State. In an effort to provide as much transparency to the public as possible, the Department has been creating and distributing COVID-19 related statistics in chart and table format. However, the current reporting being done to date is an inefficient manual process using spreadsheets and other tools. The new dashboard will allow for more flexibility and interactivity by allowing users to filter and drill down into the data. To address this, the Department and the Department of Information Technology (DoIT) are working to automate reporting by pulling source data into our Enterprise Business Intelligence (EBI) platform.

The ongoing effort will be accelerated and enhanced through the professional services provided through this amendment. The continued expansion of the platform from opioid data analytics is a realization of the original plan and architectural strategy for using the platform for any data analytics needs in the state. While the expanded development of the data integration and dashboard system will be focused on COVID-19, the infrastructure developed and the data integrated will be fully leveraged to support all the analytical challenges the Department faces to include improving the integrated reporting of information not currently available for the electronic laboratory reporting system, disease surveillance system, Laboratory Management System (LIMS) and the Juvenile Emergency Preparedness system. This will provide insights to the State surrounding health equity, availability of resources to address the issues as they arise and improve accuracy of the data as a result of automation. By integrating this data into the Department's business intelligence infrastructure, the data will then be positioned to meet other analytic needs of the program to include other disease surveillance needs in order to provide a holistic view of the information for further analysis of emerging issues, programs, population impacts, and business functions. Beyond data integration, the contractor will continue to assist the Department with implementing high-level analytic tools and continue to leverage the toolsets needed to reinforce agile project management. The Department maintains, or has access to, multiple systems that compile data on the contact tracing, testing, registration, asset inventory and a variety of health and social issues that correlate with risk, impacts, and trends surrounding COVID-19. These systems organize and support various functional areas in delivering services to the citizens, as well as systems that capture information about the health and well-being of the general public. Additionally, other New Hampshire state agencies and federal partners capture important data related to the COVID-19 pandemic which can be further informed by the integration of the data sources planned in this contract. In aggregate, these systems maintain a large wealth of data.

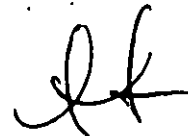
As part of the ELC Cares funding, the plan will be to continue to enhance the EBI platform by publishing external and internal facing dashboards related to the COVID-19 response. Additionally, the Department plans to leverage the ELC Cares funding to create an innovative dashboard strategy by integrating the New Hampshire Electronic Disease Surveillance System (NHEDSS), Juvenile Emergency Preparedness System and Laboratory Management System (LIMS) with the Enterprise Business Intelligence platform that contains Vital Records, Medicaid and commercial claims, Behavioral Health Substance and Opioid Use Disorder data, Child Welfare, and Automated Hospital Emergency Department Data (AHEDD).

Area served: Statewide

Source of Funds: Centers for Disease Control and Prevention CFDA#93.323, FAIN #NU50CK000522

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

Respectfully submitted,



 Lori A. Shibinette
Commissioner



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

Denis Goulet
Commissioner

July 23, 2020

Lori A. Shibinette, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a retroactive, sole source contract amendment with Deloitte Consulting, LLP as described below and referenced as DoIT No. 2019-043B.

The purpose of this request is to expand the professional services to continue the development of a software system and associated services that are required for the Department to implement a scalable COVID-19 Response Management Business Intelligence dashboard that is integrated with and expands upon the Department's existing enterprise-wide data warehousing and business intelligence infrastructure.

The contract amendment includes funding for \$568,760, increasing the total amount from \$2,951,510 to \$3,520,270, and extending the completion date from November 29, 2020 to November 29, 2021 effective retroactive to May 15, 2020 upon Governor and Executive Council approval through November 29, 2021.

A copy of this letter should accompany your Agency's submission to Governor and Executive Council for approval.

Sincerely,



for

Denis Goulet

DG/ik
DoIT #2019-043B

cc: Michael Williams, DoIT - IT Manager

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Data Analytics Platform for Opioid Crisis
DHHS-RFP-2020-043/RFP-2020-DPHS-19-DATAA
CONTRACT AMENDMENT #2

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2020-043, on May 1, 2020, Item # 18. (herein after referred to as the "Agreement"), Deloitte Consulting LLP, (hereinafter referred to as "Vendor" or "Contractor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Deloitte Consulting, LLP., to the New Hampshire Department of Health and Human Services, Division of Public Health (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement, P-37 Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to make changes to the payment schedule and increase the price limitation.

WHEREAS, The Vendor agrees to provide a software system and associated services for the Department to implement a scalable COVID-19 Business Intelligence dashboard for the State; Deloitte Consulting, LLP agrees to provide and implement a scalable Opioid Crisis Response Management Business Intelligence dashboard.

WHEREAS, the Department and the Vendor wish to extend the completion date from November 29, 2020 to November 29, 2021;

WHEREAS, the Department and the Vendor wish to increase the Contract price by \$568,760 to bring the total contract price to \$3,520,270;

WHEREAS, the Department and the Vendor seek to clarify the Agreement.

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

The Agreement is hereby amended as follows:

1. Amend Form P-37 Section 1.7 of the Agreement (Page 1) by extending the Completion Date from November 29, 2020 to November 29, 2021.
2. Amend Form P-37 Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$568,760 from \$2,951,510 to \$3,520,270
3. Amend section 2: Contract Terms striking:

The Contract shall begin on the Effective Date and extend through November 29, 2020.

and replacing with:

The Contract shall begin on the Effective Date and extend through November 29, 2021.

4. Amend section 4.2.5 replacing the CONTRACTOR Project Manager with:

Bryant Jenkins
Manager
200 Berkley Street
Boston, MA 02110
Tel: 303-305-3177

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Data Analytics Platform for Opioid Crisis
DHHS-RFP-2020-043/RFP-2020-DPHS-19-DATAA
CONTRACT AMENDMENT #2

Email: Bjenkens@deloitte.com

5. Amend section 7.6 WARRANTY appending with:

No warranty shall apply to the services delivered as part of Amendment 2.

6. Amend section 16 replacing Primary Jeff Walker with Bryant Jenkins Manager.

7. Amend Section 1.3. of the Agreement (Part 3 Exhibit B Page 8) Future Vendor Rates Worksheet by adding Table 1.4.4 as an additional pool of hours to support the State's activities.

Contract #2020-043 Part 3 Exhibit B, Price and Payment Schedule	AMENDED TEXT			
Section 1.3 Future Vendor Rate Worksheet	Table 1.4. - Enhancement and Support			
		SFY- 2020	Qty	Total
	Clinician	\$180	0	\$0
	Data Governance Lead	\$180	0	\$0
	Data Scientist Lead PhD	\$443	0	\$0
	Data Scientist	\$361	0	\$0
	Data Scientist	\$361	40	\$14,440
	Data Visualization	\$160	600	\$96,000
	Database (ETL)	\$268	0	\$0
	Enterprise Architect Lead	\$247	200	\$49,400
	ETL and Data Wrangling Lead	\$202	480	\$96,960
	Opioid Analytics Lead	\$361	0	\$0
	Physician	\$361	0	\$0
	Project Manager	\$227	600	\$136,200
	Security	\$177	0	\$0
	Security Lead	\$202	0	\$0
	Senior Database (ETL)	\$149	640	\$95,360
	Tester	\$202	0	\$0
	Training Lead	\$155	0	\$0
	UI Designer	\$134	600	\$80,400
				3160 \$568,760
Contract				

Initial all pages

Vendor Initials: gc

Date: 7/9/20

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Data Analytics Platform for Opioid Crisis
DHHS-RFP-2020-043/RFP-2020-DPHS-19-DATAA
CONTRACT AMENDMENT #2

#2020-043 Part 2, Section 4 Contractor Key Project Staff, Subparagraph 4.3.3.1							
Section 4 Contractor Key Project Staff, Subparagraph 4.3.3.1	<p>Delete Section 4 Section 4 Contractor Key Project Staff, Subparagraph 4.3.3.1 in its entirety and replace with:</p> <table border="1"> <thead> <tr> <th>Key Member(s)</th><th>Title</th></tr> </thead> <tbody> <tr> <td>Gregory Spino</td><td>Enterprise Architect Lead</td></tr> <tr> <td>Bryant Jenkins</td><td>Data Analytics Lead</td></tr> </tbody> </table>	Key Member(s)	Title	Gregory Spino	Enterprise Architect Lead	Bryant Jenkins	Data Analytics Lead
Key Member(s)	Title						
Gregory Spino	Enterprise Architect Lead						
Bryant Jenkins	Data Analytics Lead						
Contract #2020-043 Part 2, Section 7, Services	AMENDED TEXT						
Section 7 Services,	<p>Add Part 2, Section 7 Services, Subsection 7.7 to read:</p> <p>Vendor agrees to provide additional services totaling \$568,760 as set forth in Table 1.4. - Enhancement and Support. For these services the Vendor shall provide the identified staffing to support State directed work. With Vendor PMO concurrence, the State will authorize Vendor's activities for these services on a weekly basis. These activities will be prioritized via Jira and Vendor will produce bi-weekly status reports, including hours incurred with resource burn down. Vendor will invoice for actual hours incurred on a monthly basis, not to exceed \$568,760 without an approved change order, for the services as set forth in table 1.4.</p>						

Table 2 CONTRACT HISTORY 2020-043-Data Analytics Platform for Opioid Crisis

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2020-043	Original Contract	May 1, 2020. Item #18	November 29, 2020	\$2,270,549
2020-043 Amendment 1	1 st Amendment	December 18, 2020 Item #14	November 29, 2020	\$680,961
2020-043 Amendment 2	2 nd Amendment	TBD	November 29, 2021	\$568,760
			CONTRACT TOTAL	\$3,520,270

Initial all pages

Vendor Initials: ga

Date: 7/9/20

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Data Analytics Platform for Opioid Crisis
DHHS-RFP-2020-043/RFP-2020-DPHS-19-DATAA
CONTRACT AMENDMENT #2

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect retroactive to May 14, 2020, upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

gregory spino

Deloitte Consulting, LLP

Date: 7/9/2020

Corporate Signature Notarized:

STATE OF New Hampshire

COUNTY OF Belknap

On this the 9th day of July, 2020, before the undersigned officer, personally appeared the person identified directly above, or satisfactory proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Julie Peter Hayward

Notary Public/Justice of the Peace
JULIE PETER HAYWARD
My Commission Expires:
State of New Hampshire
(SEAL) My Commission Expires
June 24, 2023

State of New Hampshire

David Wieters

Digitally signed by David
Wieters
Date: 2020.07.13 13:45:32
-04'00'

Date: _____

David Wieters, Director of Information Services
State of New Hampshire
Department of Health and Human Services
Office of the Commissioner

Initial all pages

Vendor Initials: gs

Date: 7/9/20

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

Approved by the Attorney General

Catherine Pinos

Date: 7/17/20

State of New Hampshire, Department of Justice

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

Office of the Secretary of State

By: _____

Title: _____

Date: _____



Jeffrey A. Meyers
Commissioner

DEC04'19 AM11:43 DAS
STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9389 1-800-852-3345 Ext. 9389
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 21, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of the Commissioner, to retroactively exercise a renewal option and amend an existing agreement with Deloitte Consulting, LLP, Vendor #174776, 7 Eagle Square #301, Concord, NH 03301, to provide a Business Intelligence (BI) solution, with specific functionality to surround the creation of an opioid dashboard, by increasing the price limitation by \$680,961 from \$2,270,549 to \$2,951,510 and by extending the completion date from November 29, 2019 to November 29, 2020, effective retroactive to November 29, 2019, upon date of Governor and Executive Council approval. 100% Federal Funds.

This agreement was originally approved by the Governor and Executive Council on May 1, 2019 (Item #18 Vote 4-0).

Funds are available in the following account for State Fiscal Year 2020 with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed or justified.

05-95-90-902510-7039 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: DIVISION OF PUBLIC HEALTH, Public Health Crisis Response

State Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2019	102-500731	Contracts for Prog Svc	90703900	\$1,745,973	\$0	\$1,745,973
2019	102-500731	Contracts for Prog Svc	90703902	\$120,000	\$0	\$120,000
2020	102-500731	Contracts for Prog Svc	90703900	\$404,576	\$291,950	\$696,526
2020	102-500731	Contracts for Prog Svc	TBD	\$0	\$389,011	\$389,011
			Total	\$2,270,549	\$680,961	\$2,951,510

EXPLANATION

The request is **retroactive** because the Department did not have the fully executed contract documents in time for Governor and Executive Council approval to prevent the current contract from expiring. On November 4, 2019 the Centers for Disease Control and Prevention (CDC) notified the Department of an extension opportunity from the original deadline of November 29, 2020 to expend the funds to March 29, 2020. Due to the compressed timeframe we were unable to meet the deadline for the November meeting.

The purpose of this request is to expand the professional services to continue the development of a software system and associated services that are required for the Department to implement a scalable Opioid Crisis Response Management Business Intelligence dashboard that is integrated with and expands upon the Department's existing enterprise-wide data warehousing and business intelligence infrastructure. Additional federal funding provided by the Center for Disease Control and Prevention (CDC) for Opioid Crisis Response the Contractor will be able to complete the transition of maintenance and support to the Department of Information Technology. Additionally this amendment will allow for the completion of technical architecture and final implementation of a public facing Opioid Information Dashboard.

The Department was notified on August 29, 2018 that it had received \$4.0 million in grant funding from the Centers for Disease Control and Prevention to respond to the opioid crisis; all of which must be expended by November 29, 2019. Part of the funding was for data integration and opioid dashboards. This provides the Department with a unique opportunity to organize data into meaningful information, identify actionable uses of information and develop realistic, fact-based, evidence-supported policies and programs, which will allow the Department to accurately focus on how to best address the opioid crisis.

Data related to the opioid crisis, in many respects, presents the largest data management and analysis challenge of any issue faced not just by the Department, but by the State as a whole. While the contracted development of the data integration and dashboard system will be focused on opioids, the infrastructure developed and the data integrated will be fully leveraged to support all the analytical challenges the Department faces. For example, key elements of child welfare data are needed for analysis of opioids, by integrating this data into the Department's business intelligence infrastructure, the data will then be positioned to meet other analytic needs of the program. Beyond data integration, the contractor will assist the Department with implementing high-level analytic tools and provide technical training for Department and other agency staff, provide the toolsets needed to implement agile project management, and provide assistance in developing data governance policies and procedures. All these efforts will be applicable to all systems.

The Department maintains, or has access to, multiple systems that compile data on a variety of health and social issues that correlate with risk, progression, misuse and addiction to opioids and resulting health consequences, including overdose deaths. These systems organize and support various functional areas in delivering services to the citizens, as well as systems that capture information about the health and well-being of the general public. Additionally, other New Hampshire state agencies and federal partners capture important data related to the opioid crisis. In aggregate, these systems maintain a large wealth of data.

As part of the Opioid crisis response grant funding combined with Opioid Data to Action grant funding the plan will be to continue to enhance the Enterprise Business Intelligence platform by finalizing the external facing architecture for a secure public facing dashboard environment. Additionally, the Department plans to leverage the Opioid Data To Action Grant funding to create an innovative surveillance strategy by integrating the TEMSIS (Trauma Emergency Medical Services Information System) data source for emergency management services with the Enterprise Business Intelligence platform that contains Medicaid and commercial claims, Behavioral Health Substance and Opioid Use

Disorder data, Child Welfare and Automated Hospital Emergency Department Data (AHEDD) to allow for real-time awareness of overdoses as they relate to the treatment services.

The original agreement, included language in Part 2, Information Technology Provisions, Section 2, Contract Terms, Paragraph 2, that allows the Department to renew the contract for up to one (1) year, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department and Contractor are in agreement with renewing services for the remaining one (1) year at this time.

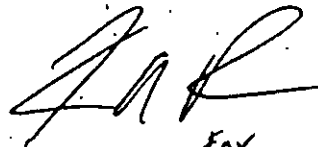
Should the Governor and Executive Council not authorize this request, the Department will miss the unique opportunity to enhance the data and analytic systems that support current needs relative to the opioid crisis, as well as impact future capabilities of the Department's data systems in order to provide holistic analysis of emerging issues, programs, populations and business functions.

Area served: Statewide.

Source of Funds: 100% Federal Funds from Centers for Disease Control and Prevention – Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response Funding Opportunity Number: CDC-RFA-TP18-1802

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

Respectfully submitted,



for

Jeffrey A. Meyers
Commissioner



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

Denis Goulet
Commissioner

December 3, 2019

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Deloitte Consulting, LLP, of Concord NH as described below and referenced as DoIT No. 2019-043A.

This is a request for approval to amend the contract for the Opioid Crisis Response Management Business Intelligence dashboard. This contract will supply a Business Intelligence (BI) solution to DHHS with specific functionality to surround the creation of an Opioid dashboard utilizing multiple disparate systems data in one centralized repository of information. The contractor will provide the relevant operational, performance, application, and architectural requirements of the system. This solution will also provide the necessary training for DHHS and the State of New Hampshire to continue to support and expand the solution to utilize additional systems in order to scale the system and maintain after the completion of the project. This will provide organizations and medical providers evidence-based information to focus their services in the areas most required.

The funding amount for this amendment is \$680,961, increasing the total amount from \$2,270,549 to \$2,951,510, and by extending the completion date to November 29, 2020 from the original completion date of November 29, 2019, and shall become effective retroactive to November 29, 2019 upon the date of Governor and Executive Council approval through November 29, 2020.

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

Sincerely,

Denis Goulet
Denis Goulet

DG/kaf/ck
DoIT #2019-043A

cc: Bruce Smith, IT Manager, DoIT

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Data Analytics Platform for Opioid Crisis
DHHS-RFP-2019-043/RFP-2019-DPHS-19-DATAA
CONTRACT AMENDMENT #1

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2019-043, on May 1, 2019, Item # 18. (herein after referred to as the "Agreement"), Deloitte Consulting, LLP, (hereinafter referred to as "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Deloitte Consulting, LLP. (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to make changes to the payment schedule and increase the price limitation.

WHEREAS, The Vendor agrees to provide a software system and associated services for the Department to implement a scalable Opioid Crisis Response Management Business Intelligence dashboard for the State; Deloitte Consulting, LLP agrees to provide and implement a scalable Opioid Crisis Response Management Business Intelligence dashboard as described in the Statement of Work.

WHEREAS, the Department and the Vendor wish to extend the completion date from November 29, 2019 to November 29, 2020;

WHEREAS, the Department and the Vendor wish to increase the Contract price by \$680,961 to bring the total contract price to \$2,951,510;

WHEREAS, the Department and the Vendor seek to clarify the Agreement.

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

The Agreement is hereby amended as follows:

1. Amend Section 1.7 of the Agreement (Page 1) by extending the Completion Date from November 29, 2019 to November 29, 2020.
2. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$680,961 from \$2,270,549 to \$2,951,510
3. Amend Section 1.3. of the Agreement (Part 3 Exhibit B Page 8) Future Vendor Rates Worksheet by adding Table 1.4.1 and Table 1.4.2

Contract #2019-043 Part 3 Exhibit B, Price and Payment Schedule	AMENDED TEXT			
	Add Table 1.4.1. Maintenance, Operations & Transition			
Section 1.3 Future Vendor Rate Worksheet		SFY 2020	Qty	Total
	Clinician	\$180	0	\$0
	Data Governance Lead	\$180	0	\$0
	Data Scientist Lead PhD	\$443	0	\$0

[Signature]
11/22/19

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Data Analytics Platform for Opioid Crisis
DHHS-RFP-2019-043/RFP-2019-DPHS-19-DATAA
CONTRACT AMENDMENT #1

	Data Scientist	\$361	0	\$0
	Data Scientist	\$361	0	\$0
	Data Visualization	\$160	510	\$81,600
	Database (ETL)	\$268	0	\$0
	Enterprise Architect Lead	\$247	39	\$9,633
	ETL and Data Wrangling Lead	\$202	0	\$0
	Opioid Analytics Lead	\$361	0	\$0
	Physician	\$361	0	\$0
	Project Manager	\$227	61	\$13,847
	Security	\$177	0	\$0
	Security Lead	\$202	0	\$0
	Senior Database (ETL)	\$149	800	\$119,200
	Tester	\$202	0	\$0
	Training Lead	\$155	0	\$0
	UI Designer	\$134	505	\$67,670
			1915	\$291,950
Section 1.3 Future Vendor Rate Worksheet	Table 1.4.2 - Enhancement and Support			
		SFY 2020	Qty	Total
	Clinician	\$180	0	\$0
	Data Governance Lead	\$180	0	\$0
	Data Scientist Lead PhD	\$443	0	\$0
	Data Scientist	\$361	0	\$0
	Data Scientist	\$361	0	\$0
	Data Visualization	\$160	549	\$87,840
	Database (ETL)	\$268	0	\$0
	Enterprise Architect Lead	\$247	60	\$14,820
	ETL and Data Wrangling Lead	\$202	161	\$32,522
	Opioid Analytics Lead	\$361	0	\$0
	Physician	\$361	0	\$0
	Project Manager	\$227	235	\$53,345
	Security	\$177	0	\$0
	Security Lead	\$202	0	\$0

Initial all pages

Vendor Initials: *CA*

Date: 11/27/19

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Data Analytics Platform for Opioid Crisis
DHHS-RFP-2019-043/RFP-2019-DPHS-19-DATAA
CONTRACT AMENDMENT #1

	<table><tr><td>Senior Database (ETL)</td><td>\$149</td><td>850</td><td>\$126,650</td></tr><tr><td>Tester</td><td>\$202</td><td>0</td><td>\$0</td></tr><tr><td>Training Lead</td><td>\$155</td><td>0</td><td>\$0</td></tr><tr><td>UI Designer</td><td>\$134</td><td>551</td><td>\$73,834</td></tr><tr><td></td><td></td><td>2406</td><td>\$389,011</td></tr></table>	Senior Database (ETL)	\$149	850	\$126,650	Tester	\$202	0	\$0	Training Lead	\$155	0	\$0	UI Designer	\$134	551	\$73,834			2406	\$389,011
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UI Designer	\$134	551	\$73,834																		
		2406	\$389,011																		
Contract #2019-043 Part 2, Section 4 Contractor Key Project Staff, Subparagraph 4.3.3.1																					
Section 4 Contractor Key Project Staff, Subparagraph 4.3.3.1	<p>Delete Section 4 Section 4 Contractor Key Project Staff, Subparagraph 4.3.3.1 in it's entirety and replace with:</p> <table><tr><td>Key Member(s)</td><td>Title</td></tr><tr><td>Grégory Spino</td><td>Enterprise Architect Lead</td></tr><tr><td>Bryant Jenkins</td><td>Opioid Analytics Lead</td></tr></table>	Key Member(s)	Title	Grégory Spino	Enterprise Architect Lead	Bryant Jenkins	Opioid Analytics Lead														
Key Member(s)	Title																				
Grégory Spino	Enterprise Architect Lead																				
Bryant Jenkins	Opioid Analytics Lead																				
Contract #2019-043 Part 2, Section 7, Services	<p>AMENDED TEXT</p>																				
Section 7 Services,	<p>Add Part 2, Section 7 Services, Subsection 7.7 to read:</p> <p>Deloitte shall provide the identified staffing to support State directed work. With Deloitte PMO concurrence, the State will authorize Deloitte's activities on a weekly basis to perform 1) EBI/CORbi Operations tasks 2) Data fixes and enhancements 3) Infrastructure and upgrades. The activities will be prioritized via Jira and Deloitte will produce bi-weekly status reports, including hours incurred with resource burn down. Deloitte will bill the Deloitte will invoice for actual hours incurred on a monthly basis.</p>																				

Table 2 CONTRACT HISTORY 2019-043-Data Analytics Platform for Opioid Crisis

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2019-043	Original Contract	May 1, 2019 Item #18	November 29, 2019	\$2,270,549
2019-043- Amendment I	1 st Amendment	TBD	November 29, 2020	\$680,961
			CONTRACT TOTAL	\$2,951,510

Initial all pages

Vendor Initials:

Date: 11/23/19

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Data Analytics Platform for Opioid Crisis
DHHS-RFP-2019-043/RFP-2019-DPHS-19-DATAA
CONTRACT AMENDMENT #1

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.



Deloitte Consulting, LLP

Date: 11/21/19

Corporate Signature Notarized:

STATE OF New Hampshire
COUNTY OF Merrimack

On this the 21 day of November, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactory proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above:

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



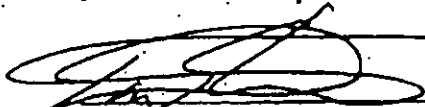
Notary Public/Justice of the Peace

JULIE PETER HAYWARD, Notary Public
My Commission Expires May 6, 2020

My Commission Expires:

(SEAL)

State of New Hampshire



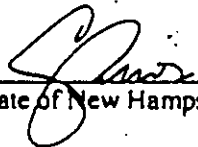
David Wieters, Director of Information Services
State of New Hampshire
Department of Health and Human Services
Office of the Commissioner

Date: 11/22/2019

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Data Analytics Platform for Opioid Crisis
DRHS-RFP-2019-043/RFP-2019-DPHS-19-DATAA
CONTRACT AMENDMENT #1

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

Approved by the Attorney General

 CATHERINE PINOS
State of New Hampshire, Department of Justice

Date: 11/20/19

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

Office of the Secretary of State

By: _____

Title: _____

Date: _____

APR18'19 PM 1:20 DAS

18 mar



Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3343 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

April 2, 2019

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 Public Health, to enter into an agreement with Deloitte Consulting, LLP, Vendor #174776, 7 Eagle Square #301, Concord, NH 03301, to provide a Business Intelligence (BI) solution, with specific functionality to surround the creation of an opioid dashboard, in an amount not to exceed \$2,270,549, effective upon date of Governor and Executive Council approval, through November 29, 2019. 100% Federal Funds.

Funds are available in the following account(s) for State Fiscal Year (SFY) 2019 and are anticipated to be available in SFY 2020, contingent upon legislative approval of the operational budget with authority to adjust encumbrances between State Fiscal Years through the Budget Office.

05-95-90-902510-7039 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIVISION OF PUBLIC HEALTH, Public Health Crisis Response

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Prog Svc	90703900	\$1,745,973
2019	102-500731	Contracts for Prog Svc	90703902	120,000
2020	102-500731	Contracts for Prog Svc	90703900	\$404,576
			Total	\$2,270,549

EXPLANATION

The purpose of this request is for the development of a software system and associated services that are required for the Department to implement a scalable Opioid Crisis Response Management Business Intelligence dashboard that is integrated with and expands upon the Department's existing enterprise wide data warehousing and business intelligence infrastructure.

The Department was notified on August 29, 2018 that it had received \$4.0 million dollars in grant funding from the Centers for Disease Control and Prevention to respond to the opioid crisis, all of which must be expensed by August 30, 2019. Part of the funding was for data integration and opioid dashboards. This provides the Department with a unique opportunity to organize data into meaningful information, identify actionable uses of information and develop realistic, fact based, evidence-supported policies and programs, which will allow the Department to accurately focus on how to best address the opioid crisis.

Data related to the opioid crisis, in many respects, presents the largest data management and analysis challenge of any issue faced not just by the Department, but by the State as a whole. While the contracted development of the data integration and dashboard system will be focused on opioids, the infrastructure developed and the data integrated will be fully leveraged to support all the analytical challenges the Department faces. For example, key elements of child welfare data are needed for analysis of opioids, by integrating this data into the Department's business intelligence infrastructure, the data will then be positioned to meet other analytic needs of the program. Beyond data integration the contractor will assist the Department with implementation of high-level analytic tools in its environment, provide technical training for Department and other agency staff, provide the toolsets needed to implement agile project management, and provide assistance in developing data governance policies and procedures. All these efforts will be applicable to all systems.

The Department maintains, or has access to, multiple systems that compile data on a variety of health and social issues that correlate with risk, progression, misuse and addiction to opioids and resulting health consequences, including overdose deaths. These systems organize and support various functional areas in delivering services to the citizens, as well as systems that capture information about the health and well-being of the general public. Additionally, other New Hampshire state agencies and federal partners capture important data related to the opioid crisis. In aggregate, these systems maintain a large wealth of data.

As an example, during the project, health care claims, state funded treatment, child welfare, and other key data relative to the opioid crisis will be securely integrated to allow for analysis, summary reporting and to provide targeted interventions in areas of the state with the highest burden of Substance Use Disorder. Additionally, the integration efforts will be made to maximize the future value of the data for other health issues New Hampshire faces now and in the future.

Deloitte Consulting, LLP was selected for this project through a competitive bid process. A Request for Proposals/Applications was posted on The Department of Health and Human Services' web site from October 16, 2018 through December 10, 2018. A bidder's conference was held on October 30, 2018. The Department received six (6) proposals/applications. The proposals/applications 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. The Score Summary is attached.

As referenced in the Request for Proposals and in Part 2 – Information Technologies Provisions, Section 2. Contract Term of this contract, the Department has the option to extend contract services for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Area served: Statewide.

Source of Funds: 100% Federal Funds from Centers for Disease Control – Public Health
Emergency Response; Cooperative Agreement for Emergency Response: Public Health Crisis
Response Funding Opportunity Number: CDC-RFA-TP18-1802

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

Respectfully submitted,



Jeffrey A. Meyers
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Denis Goulet
Commissioner

April 18, 2019

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Deloitte Consulting, LLP, of Concord NH as described below and referenced as DoIT No. 2019-043.

The purpose of this request is for the development of a software system and associated services that are required for DHHS to implement a scalable Opioid Crisis Response Management Business Intelligence dashboard that is integrated with and expands upon the Department's existing enterprise wide data warehousing and business intelligence infrastructure.

The amount of the contract is not to exceed \$2,270,549, and shall become effective upon the date of Governor and Executive Council approval through November 29, 2019.

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

Sincerely,

Denis Goulet

DG/kaf
DoIT #2019-043

cc: Bruce Smith, IT Manager, DoIT



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

Preliminary Scores from Initial Evaluation

Data Analytics Platform for Opioid
Crisis

DHHS-RFP-2019-043/RFP-2019-DPHS-19-DATAA

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Deloitte Consulting, LLC
2. Edifecs, Inc
3. Lewin Group, Inc
4. Pulselight Holdings, Inc
5. SAS Institute, Inc.
6. Spruce Technology, Inc

Pass/Fail	Maximum Points	Actual Points
	1000	772
	1000	448
	1000	771
	1000	430
	1000	725
	1000	450

1. David Wieters, Director, Bureau of Information Services
2. Andrew Chalsma, Director of Data Analytics and Reporting, NH
3. Brian Earp, Senior Financial Manager, Ofc of Info Sys, DHHS
4. Richelle Swanson, Administrator III BIDC, Financial Analyst DPHS
5. Sai Cherala, Bureau Chief Populatr Hlth & Commnty Svc
6. Annette Escalante, Director Bureau of Drug & Alcohol Services
7. Chiahui Chawla
8. _____

Refined Scores following Oral Presentations

1. Deloitte Consulting, LLC
2. Lewin Group, Inc

	0	802
	0	731

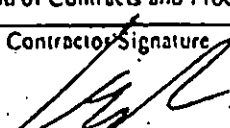
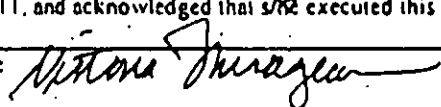
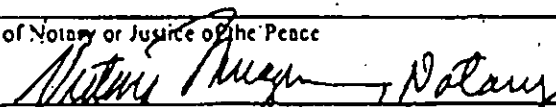

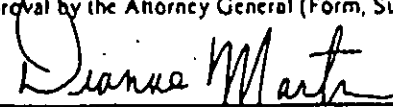
Subject: DHHS-RFP-2019-043/RFP-2019-DPHS-19-DATAA

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 Deloitte Consulting, LLP.		1.4 Contractor Address 7 Eagle Square #301 Concord, NH 03301	
1.5 Contractor Phone Number 617-437-3483	1.6 Account Number 05-95-90-902510-7039	1.7 Completion Date November 29, 2019	1.8 Price Limitation \$2,270,549
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 Gregory Spino Managing Director	
1.13 Acknowledgement: State of _____, County of _____ On <u>April 5, 2019</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  Notary			
1.14 State Agency Signature  Date: <u>4/11/19</u>		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
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: <u>4/17/19</u>			
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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TERMS AND DEFINITIONS

The following general contracting terms and definitions apply except as specifically noted elsewhere in this document.

Acceptance	Notice from the State that a Deliverable has achieved the criteria for Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has met the criteria for Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine whether Defects exist in the application Software or the System to allow for acceptance
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Authorized User	The Vendor's employees, Contractors, Subcontractors or other agents who need to access the State's Personal data to enable the Contractor to perform the Services required.
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
Breach or Breach of Security	Unlawful and unauthorized acquisition of unencrypted computerized Data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity.
Business Hours	Vendor personnel shall work normal business hours between 8:00 a.m. and 4:30 p.m. EST, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.
CCP	Change Control Procedures
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.

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Change Order	Formal documentation prepared for approving a proposed change in the Specifications or contract.
CM	Configuration Management
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	Part 1 and Part 2. The documentation consisting of both the General Provisions and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i>)
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 as well as Exhibit B Paragraph 2.
Contractor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Contracted Vendor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion/Migration Validation Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
COTS	Commercial Off-The-Shelf Software
CR	Change Request
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire

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Custom Software	Software developed by the Vendor specifically for this project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
DBA	Database Administrator
Deficiencies/Defects	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – Software - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p>Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p>Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non-Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
Encryption	Supports the transformation of data for security purposes

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Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Event of Default	Any one or more of the following acts or omissions of a Vendor shall constitute an Event of Default hereunder ("Event of Default"): a. Failure to perform the Services as required under the Contract or on Schedule; b. Failure to submit any report required; and/or c. Failure to perform any other covenant, term or condition of the Contract.
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase without amending the contract agreement, e.g., adjustment simply on the basis of the Vendor's cost experience in performing the Contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage; and out of pocket expenses
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Harvest	Software to archive and/or control versions of software
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved

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Key Project Staff	Personnel identified by the State and by Deloitte Consulting as essential to work on the Project.
Licensee	The State of New Hampshire
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Public Information	Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 4:30 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 th , Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:11.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Personal Data	Data that includes information relating to a person that identifies the person by name and has any of the following Personally Identifiable Information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.

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Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
Project Staff	State personnel assigned to work with the Vendor on the Project
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
SaaS- Software as a Service	Occurs where the COTS application is hosted but the State does not own the license or the code. The vendor allows the use of the software as a part of their service.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract identified in the Statement of Work.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure

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	including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Software Deliverables	COTS Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software provided by or in conjunction with the Vendor and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Health and Human Services 129 Pleasant St Concord, NH 03301 Reference to the term "State" shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high-level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
State Project Leader	State's representative with regard to Project oversight
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for

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	review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when <CONTRACTOR> is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization.
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network.
Virtual Private Network	Extends a private network across a public network, and enables users to send and receive Data across shared or public networks as if their computing devices were directly connected to the private network.
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development.

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Warranty Period	A period of coverage during which CONTRACTOR is responsible for providing a warranty for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Health and Human Services ("State"), and Deloitte Consulting LLP, a Delaware Limited Liability Partnership, ("Contractor"), having its principal place of business at 7 Eagle Square, #301, Concord, NH 03301.

RECITALS

The State agrees to have Deloitte Consulting, LLP provide a software system and associated services for the Department to implement a scalable Opioid Crisis Response Management Business Intelligence dashboard for the State;

Deloitte Consulting, LLP agrees to provide and implement a scalable Opioid Crisis Response Management Business Intelligence dashboard as described in the Statement of Work.

The parties therefore agree as follows:

I. CONTRACT DOCUMENTS

I.1 CONTRACT DOCUMENTS

This Contract Agreement (DHHS-RFP-2019-043/RFP-2019-DPHS-19-DATAA) is comprised of the following documents:

- A. Part 1 - Form P-37 General Provision
- B. Part 2 - Information Technology Provisions
- C. Part 3 - Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price and Payment Schedule
 - Exhibit C- Special Provisions
 - Exhibit D- Administrative Services
 - Exhibit E- Implementation Services
 - Exhibit F- Testing Services
 - Exhibit G- Maintenance and Support Services
 - Exhibit H- Requirements
 - Exhibit I- Work Plan
 - Exhibit J- Software Agreement
 - Exhibit K- Warranty and Warranty Services
 - Exhibit L- Training Services
 - Exhibit M- Agency RFP with Addendums, by reference
 - Exhibit N- Vendor Proposal, by reference
 - Exhibit O- Certificates and Attachments
 - Exhibit P - DHHS Information Security Requirements

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Exhibit Q – DHHS Health Insurance Portability Act, Business Associate Agreement
Exhibit R – DHHS Exhibits

1.2 ORDER OF PRECEDENCE

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

- a. State of New Hampshire, DHHS Contract Agreement 2019-043/RFP-2019-DPHS-19-DATAA, including Parts 1, 2, and 3.
- b. State of New Hampshire, DHHS-2019-043/RFP-2019-DPHS-19-DATAA.
- c. Vendor Proposal Response to 2019-043/RFP-2019-DPHS-19-DATAA dated December 10, 2018

2. CONTRACT TERM

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Contract shall begin on the Effective Date and extend through November 29, 2019. The Term may be extended up to one (1) year, ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term.

The Contractor shall commence work upon issuance of a Notice to Proceed by the State and complete work by the time established through the Project Work Plan. The following statement shall apply only to the "go-live" date indicated in Exhibit I:

Time is of the essence in the performance of the Contractor's obligation under the contract.

3. COMPENSATION

3.1 CONTRACT PRICE

The Contract Price, Part 1, P37, block 1.8 price limitation, method of payment, and terms of payment are identified and more particularly described in section 5 of P-37 Agreement and Part 3 Contract Exhibit B: *Price and Payment Schedule*.

3.2 NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. The Contractor shall not be responsible for any delay, act, or omission of such other vendors, except that the Contractor shall be responsible for any delay, act, or omission of the other vendors if such delay, act, or omission is caused by or due to the fault of the Contractor.

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4. CONTRACT MANAGEMENT

The Project will require the coordinated efforts of a Project Team consisting of both the Contractor and State personnel. The Contractor shall provide all necessary resources to perform its obligations under the Contract. The Contractor shall be responsible for managing the Project to its successful completion.

4.1 THE CONTRACTOR'S CONTRACT MANAGER

The Contractor shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. The Contractor's Contract Manager is:

Gregory Spino
Managing Director
200 Berkley Street
Boston, MA 02110
Tel: 617-448-9688
Email: gspino@deloitte.com

4.2 THE CONTRACTOR'S PROJECT MANAGER

4.2.1. Contract Project Manager

The Contractor shall assign a Project Manager who meets the requirements of the Contract. The Contractor's selection of the Contracted Vendor Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Contractor's Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of the Contractor's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

4.2.2 The Contractor's Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as the Contractor's representative for all administrative and management matters. The Contractor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit 1, Section 2. The Contractor's Project Manager or State approved designee must be available to promptly respond during Normal Business Hours, typically within one (1) day, to inquiries from the State, and be at the site as needed. The Contractor's Project Manager must work diligently and use his/ her reasonable efforts on the Project.

4.2.3 Except in the event of disability, illness, grave personal circumstances, or separation from service ("Removal Justifications"), the Contractor shall not change its assignment of the Contractor's Project Manager without providing the

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State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than of the Contractor's Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in General Provisions, Section 4.2.1: *Contract Project Manager*, and in Contract Agreement General Provisions, Section 4.6: *Reference and Background Checks*, below. The Contractor shall assign a replacement of the Contractor's Project Manager within ten (10) business days of the departure of the prior Contractor's Project Manager, and the Contractor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Project Manager.

4.2.4 Notwithstanding any other provision of the Contract, unless the Contractor cures the failure within the Cure Period following written notice from the State, the State shall have the option, at its discretion, to terminate the Contract, declare the Contractor in default and pursue its remedies at law and in equity, if the Contractor fails to assign a the Contractor Project Manager meeting the requirements and terms of the Contract.

4.2.5 **CONTRACTOR Project Manager is:**
Jeffrey Walker
Senior Manager
200 Berkley Street
Boston, MA 02110
Tel: 770-241-3846
Email: jefwalker@deloitte.com

4.3 CONTRACTOR KEY PROJECT STAFF

4.3.1 The Contractor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.2: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on the Contractor's Key Project Staff. The State reserves the right to require removal or reassignment of the Contractor's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with General Provisions Section 4.6: *Background Checks*.

4.3.2 Except in the event of a Removal Justification, upon commencement of Services by the applicable Contractor's Key Project Staff member, the Contractor shall not change any of the Contractor's Key Project Staff commitments indicated below without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Key

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Project Staff will not be unreasonably withheld. The replacement of the Contractor's Key Project Staff shall have comparable or greater skills than of the Contractor's Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement- General Provisions, Section 4.6: *Reference and Background Checks*.

4.3.3 Notwithstanding any other provision of the Contract to the contrary, unless the Contractor cures the failure within the Cure Period following written notice from the State, the State shall have the option to terminate the Contract, declare the Contractor in default and to pursue its remedies at law and in equity, if the Contractor fails to assign Key Project Staff meeting the requirements and terms of the Contract or if the Contractor's replacement Project staff do not meet the requirements of the Contract.

4.3.3.1 The Contractor Key Project Staff shall consist of the following individuals in the roles identified below:

The Contractor's Key Project Staff:

Key Member(s)	Title
Gregory Spino	Enterprise Architect Lead
Sean Conlin	Opioid Analytics Lead
Jeff Walker	Project Manager
Kelly Neway	Training Lead
Tim Hartman	Data Scientist, Lead (PhD)
Dipak Modi	Security Lead
Varsha Goel	Senior Database (ETL)
Quinn Chasan	Digital Analytics

4.4 STATE CONTRACT MANAGER

The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is:

David Wieters
Director, Bureau of Information Services
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301
Tel: 603-271-9529
Email: david.wieters@dhhs.nh.gov

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4.5 STATE PROJECT MANAGER

The State shall assign a Project Manager. The State Project Manager's duties shall include the following:

- a. Leading the Project;
- b. Engaging and managing all Contractors;
- c. Managing significant issues and risks.
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of change proposals; and
- g. Managing stakeholders' concerns.

The State Project Manager is:

Andrew Chalsma
Director of Data Analytics and Reporting
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301
Tel: 603-271-9425
Email: andrew.chalsma@dhhs.nh.gov

4.6 REFERENCE AND BACKGROUND CHECKS

The Contractor shall conduct criminal background checks as part of its general hiring processes and not utilize any staff, including subcontractors, to fulfill the obligations of the contract whose background checks revealed that they have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which the individual received more than 1 year of incarceration. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and the Contractor Key Project Staff with Vendor concurrence. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement – General Provisions-Section 11: Use of State's Information, Confidentiality.

5. DELIVERABLES

5.1 CONTRACTOR RESPONSIBILITIES

The Contractor shall be solely responsible for meeting all of its requirements, and terms and conditions specified in this Contract, regardless of whether or not a subcontractor is used.

The Contractor may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. The Contractor must submit any non-confidential information and documentation relating to the Subcontractor, including

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terms and conditions consistent with this Contract upon request. The State will consider the Contractor to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

5.2 DELIVERABLES AND SERVICES

The Contractor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

After receiving written Certification from the Contractor that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables*. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of the Contractor's written Certification. If the State rejects the Deliverable (i.e. the Deliverable does not meet the Requirements outlined in Exhibit A), the State shall notify the Contractor of the nature and class of the Deficiency and the Contractor shall correct the Deficiency within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable is identified, the Contractor shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If the Contractor fails to correct the Deficiency within the allotted period of time after at least 3 attempts, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and pursue its remedies at law and in equity.

5.4 SOFTWARE REVIEW AND ACCEPTANCE

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Exhibit F: *Testing Services*.

6. SOFTWARE

The Contractor shall provide the State with access to the Software and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software Agreement*.

7. SERVICES

The Contractor shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

7.1 ADMINISTRATIVE SERVICES

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The Contractor shall provide the State with the administrative Services set forth in the Contract, and particularly described in Exhibit D: Administrative Services.

7.2 IMPLEMENTATION SERVICES

The Contractor shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Exhibit E: Implementation Services.

7.3 TESTING SERVICES

The Contractor shall perform testing Services for the State set forth in the Contract, and particularly described in Exhibit F: Testing Services.

7.4 TRAINING SERVICES

The Contractor shall provide the State with training Services set forth in the Contract, and particularly described in Exhibit L: Training Services.

7.5 MAINTENANCE AND SUPPORT SERVICES

The Contractor shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Exhibit G: System Maintenance and Support.

7.6 WARRANTY SERVICES

The Contractor shall provide the State with warranty Services set forth in the Contract, and particularly described in Exhibit K: Warranty & Warranty Services.

8. WORK PLAN DELIVERABLE

The Contractor shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. The Contractor shall update the Work Plan as necessary, but no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

Unless agreed to in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve the Contractor from liability to the State for damages resulting from the Contractor's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

In the event of any delay in the Schedule, the Contractor must promptly notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of the Contractor or the State

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causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by the Contractor to correct Deficiencies, the Schedule shall not change unless agreed to in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from the Contractor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, or in the event the schedule is extended as a result of a force majeure event or is caused by a third party, the Schedule shall automatically extend on a day-to-day basis.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion the Vendor's Work Plan or elements within the Work Plan fail meet the requirements of the Contract, unless such failure is cured by the Contractor during the Cure Period following written notice from the State.

9. CHANGE ORDERS

The State may request changes or revisions at any time by written Change Order. Change Orders cannot change the price limitation, contract end date or materially change from the Scope of Services defined within the Request for Proposals (RFP). The State originated changes or revisions shall be approved by the Department of Information Technology. Within five (5) business days of the Contractor's receipt of a Change Order, the Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan and any changes which impact cost, time and/or scope as agreed to by the parties shall be included within an Amendment to the Contract.

The Contractor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. Change Orders cannot change the price limitation, contract end date or materially change the Scope of Services defined within the Request for Proposals (RFP), unless the parties agree to such changes in an Amendment. The State shall attempt to respond to the Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing and any changes which are agreed to by the parties shall be included within a mutually agreeable Change Order. All Change Order requests from the Contractor to the State, and the State acceptance of the Contractor's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

10. INTELLECTUAL PROPERTY

10.1 SOFTWARE TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with the Contractor.

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Upon successful completion and/or termination of the Implementation of the Project, the Contracted Vendor shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Contracted Vendor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Vendors' special utilities. The Contracted Vendor shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.

In no event shall the Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Vendor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

10.2 STATE'S DATA AND PROPERTY

Except for Contractor Technology, all rights, title and interest in State Data shall remain with the State. Except for Contractor Technology, 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. the Contractor shall not access State user accounts or State data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the State's written request.

"Contractor Technology" means all works of authorship, materials, information and other intellectual property created prior to or independently of the performance of the Services, or created by the Contractor or its subcontractors as a tool for their use in performing the Services, plus any modifications or enhancements thereto and derivative works based thereon. Contractor Technology includes HHS Interactive Opioid Insights. The Contractor grants to the State the right to use, in perpetuity, for the State's internal business purposes, any Contractor Technology included in the Deliverables in connection with its use of the Deliverables. The Contractor will provide the training, code, documentation and ability to modify the Contractor technology independent of the Contractor or some other solution will be provided that meets these terms without incurring additional costs to the State to meet the deliverables that Contract technology is identified to meet. Additionally, the State will have the right to use and enhance Contractor Technology independently from the Contractor.

10.3 CONTRACTOR'S MATERIALS

Subject to the provisions of this Contract, the Contractor may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the provision of this Contract, the Contractor shall not distribute any products containing or disclose any State Confidential Information. The Contractor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by the Contractor employees or third party consultants engaged by the Contractor.

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Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

10.4 STATE WEBSITE COPYRIGHT

WWW Copyright and Intellectual Property Rights

All right, title and interest in the State WWW site <NH.GOV, etc.>, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

10.5 CUSTOM SOFTWARE SOURCE CODE

In the event that the State purchases software development services, which results in Custom Software, the Contractor shall provide the State with a copy of the source code for the Custom Software, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of any custom developed software. This section does not apply to the Contractor's proprietary software code.

10.6 SURVIVAL

This Contract Agreement Section 10: *Intellectual Property* shall survive the termination of the Contract.

11 USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 USE OF STATE'S INFORMATION

In performing its obligations under the Contract, the Contractor may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 *Exemptions*). The Contractor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for the Contractor's performance under the Contract.

11.2 STATE CONFIDENTIAL INFORMATION

The Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential

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Information that becomes available to the Contractor in connection with its performance under the Contract, regardless of its form.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. The Contractor shall promptly notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State Confidential Information, and the Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

In the event of the unauthorized release of State Confidential Information, the Contractor shall promptly notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

11.3 CONTRACTOR CONFIDENTIAL INFORMATION

Insofar as the Contractor seeks to maintain the confidentiality of its confidential or proprietary information, the Contractor must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contractor considers the Software and Documentation to be Confidential Information. The Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Contractor as confidential, the State shall notify the Contractor and specify the date the State will be releasing the requested information. At the request of the State, the Contractor shall cooperate and assist the State with the collection and review of the Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Contractor, without any liability to the Contractor.

11.4 SURVIVAL

This Contract Agreement Section 11, *Use of State's Information, Confidentiality*, shall

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survive termination or conclusion of the Contract.

12. LIMITATION OF LIABILITY

12.1 STATE

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Contractor shall not exceed the total Contract price set forth in Contract Agreement – General Provisions, Block 1.8.

12.2 CONTRACTOR

Subject to applicable laws and regulations, in no event shall the Contractor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Contractor's liability to the State for any claims, liabilities, or expenses relating to this Contract shall not exceed two times (2X) the total Contract price set forth in Contract Agreement – P-37, General Provisions, Block 1.8.

Notwithstanding the foregoing, this limitation of liability shall not apply to the Contractor's obligation set forth in Exhibit K, Section 1.2, as well as the indemnification obligation set forth below in this Section 12.2 for any third party claims for bodily injury, death, or damage to real or tangible personal property to the extent caused by the Contractor's negligence or willful misconduct.

Notwithstanding the monetary limitation contained in this paragraph 12.2 above, in the event a claim or action is brought against the State in which infringement, violation of Contractor's obligations under the Business Associate Agreement, and/or any third party claims for bodily injury, death, or damage to real or tangible personal property to the extent caused by the Contractor's negligence or willful misconduct are alleged, the Contractor, at its own expense, shall defend, indemnify and hold harmless the State against all such claims or actions for any expenses, costs or damages, including legal fees and expenses, incurred by the State in connection with such claims or actions.

12.3 STATE'S IMMUNITY

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 shall survive termination or Contract conclusion.

12.4 SURVIVAL

This Section 12: *Limitation of Liability* shall survive termination or Contract conclusion.

13. TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 TERMINATION FOR DEFAULT

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Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default")

- a. Failure to perform the Services as required under the Contract or on schedule;
- b. Failure to submit any report required; and/or
- c. Failure to perform any other covenant, term or condition of the Contract

13.1.1 Upon the occurrence of any Event of Default, which is not cured within the Cure Period following written notice from the State, the State may take any one or more, or all, of the following actions:

- a. Unless otherwise provided in the Contract, the State shall provide the Contractor written notice of default and require it to be remedied within, in the absence of a greater specification of time, thirty (30) days from the date of notice, ("Cure Period"). If the Contractor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contractor notice of termination; at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under the Contract solely for the invoices in dispute (and any such dispute shall be resolved in accordance with Section 16 below).
- c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e. Terminate the Contract and procure Services that are the subject of the breach of the Contract from another source and the Contractor shall be liable for reimbursing the State for the excess costs of such replacement Services, directly related to the replacement of the Contract, to the extent the fees that the State actually pays exceed the fees that the State would have otherwise paid to the Contractor, all of which shall be subject to the limitations of liability set forth in the Contract.

13.1.2 The Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days or the Vendor may terminate the Contract.

13.2 TERMINATION FOR CONVENIENCE

13.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Contractor. In the event of a termination for convenience, the State shall pay the Contractor the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State as well as for any works-in-progress. Amounts for Services or Deliverables provided

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prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

- 13.2.2 During the thirty (30) day period, the Contractor shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

13.3 TERMINATION FOR CONFLICT OF INTEREST

- 13.3.1 The State may terminate the Contract by written notice if it reasonably determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if the Contractor did not know, or reasonably did not know, of the conflict of interest.

- 13.3.2 In the event the Contract is terminated as provided above pursuant to a violation by the Contractor, the State shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a default of the Contract by the Contractor.

13.4 TERMINATION PROCEDURE

- 13.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require the Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated upon applicable payment thereof and provided that any Deliverables which are provided in-progress shall be provided as-is and without warranty.

- 13.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, the Contractor shall:

- a. The State shall be entitled to any post-termination assistance generally made available with respect to the services for up to 30 days and subject to applicable payment therefor, unless a unique data retrieval arrangement has been established as part of the SLA.
- b. Stop work under the Contract on the date, and to the extent specified, in the notice;
- c. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all

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outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

- d. Take such action as the State reasonably directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of the Contractor and in which the State has an interest;
- e. During any period of service suspension, the Contractor shall not take any action to intentionally erase any State data.
 1. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase any State data for a period of:
 - 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - 30 days after the effective date of termination, if the termination is for convenience
 - 60 days after the effective date of termination, if the termination is for cause
 2. After such period, the Contractor shall have no obligation to maintain or provide any State data and shall thereafter, unless legally prohibited, delete all State data in its systems or otherwise in its possession or under its control.
- f. Upon applicable payment therefor, transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property (except for Contractor Technology) which is required to be furnished to the State and which has been accepted or requested by the State; and
- g. The Contractor shall implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State data;
- h. The Contractor shall securely dispose of all requested data in all of its forms residing on the Contractor devices, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State.
- i. Provide written Certification to the State that the Contractor has surrendered to the State all said property.

14 CHANGE OF OWNERSHIP

In the event that the Contractor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the Contractor, its successors

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or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract for convenience without liability to the Contractor, its successors or assigns.

15 ASSIGNMENT, DELEGATION AND SUBCONTRACTS

15.1 The Contractor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

15.2 The Contractor shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve the Contractor of any of its obligations under the Contract nor affect any remedies available to the State against the Contractor that may arise from any event of default of the provisions of the contract. The State shall consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

15.3 Notwithstanding the foregoing, nothing herein shall prohibit the Contractor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contractor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Contractor should change ownership, as permitted under Section 15: *Change of Ownership*, the State shall have the option to continue under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continue under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to the Contractor, its successors or assigns.

16 DISPUTE RESOLUTION

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.

The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

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LEVEL	Deloitte Consulting, LLP	STATE	CUMULATIVE ALLOTTED TIME
Primary	Jeffrey Walker Senior Manager	Andrew Chalsma State Project Manager (PM)	5 Business Days
First	Gregory Spino Managing Director	David Wieters Director, BIS	10 Business Days
Second	Scott Workman Managing Director	Jeffrey A. Meyers Commissioner	15 Business Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party. In the event that the parties do not resolve the dispute within the time periods set forth above, either party may pursue its available remedies, at law or equity, in accordance with Section 17.7 below.

17 SAAS GENERAL TERMS AND CONDITIONS

17.1 COMPUTER USE

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

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall the Contractor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall the Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. Except for Contractor Technology, that all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times the Contractor must use reasonable care to protect and keep such software confidential in accordance with the license or any other Agreement executed by the State. Except for Contractor Technology, only equipment or software owned, licensed, or being evaluated by the State, can be used by

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the Contractor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

- e. That if the Contractor is found to be in violation of any of the above-stated rules, or Exhibit P, DHHS Information Security Requirements, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

17.2 EMAIL USE

Email and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only and in accordance with Exhibit P, DHHS Information Security Requirements. Email is defined as "internal Email systems" or "State-funded Email systems." The Contractor understands and agrees that use of email shall follow State standard policy (available upon request).

17.3 INTERNET/INTRANET USE

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

17.4 REGULATORY GOVERNMENT APPROVALS

The Contractor shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

17.5 INSURANCE CERTIFICATE

The Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department Name, name of the individual responsible for the funding of the contracts and his/her address.

17.6 EXHIBITS

The Exhibits, referred to, in and attached to the Contract are incorporated by reference as if fully included in the text.

17.7 VENUE AND JURISDICTION

Any action on the Contract may only be brought in the State of New Hampshire, Merrimack County Superior Court.

17.8 SURVIVAL

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the Exhibit E Section 3: Records Retention and Access Requirements, Exhibit E Section 4: Accounting Requirements, and General Provisions-Section 11: Use of State's Information, Confidentiality and General Provisions- Section 14: Termination which shall all survive the termination of the Contract.

17.9 FORCE MAJEURE

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Neither the Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

17.10 NOTICES

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 following addresses.

TO THE CONTRACTOR:
DELOITTE CONSULTING
7 EAGLE SQUARE

CONCORD, NH 03301

TO STATE:
STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND
HUMAN SERVICES
129 PLEASANT STREET
CONCORD, NH 03301

17.11 DATA PROTECTION -

The Contractor shall comply with Exhibit P of this Contract, Information Security Requirements.

17.12. DATA LOCATION

The Contractor shall provide its Services to the State and solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as set forth in Exhibit P, DHHS Information Security Requirements.

17.13. SECURITY INCIDENT OR DATA BREACH NOTIFICATION -

The Contractor shall comply with Exhibit P of this Contract, Information Security Requirements.

17.14. BREACH RESPONSIBILITIES -

The Contractor shall comply with Exhibit P of this Contract, Information Security Requirements.

17.15. NOTIFICATION OF LEGAL REQUESTS

The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's data under this contract, or

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which might reasonably require access to the data of the State. The Contractor shall refer to Exhibit P, DHHS Information Security Requirements for additional provisions.

17.16. CONTRACT AUDIT

The Contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

17.17. SECURITY

The Contractor shall disclose its non-proprietary security processes and technical controls to the State in the form of Contractor's Information Security Statement such that adequate protection and flexibility can be attained between the State and the Contractor. For example: virus checking and port sniffing — the State and the Contractor shall understand each other's roles and responsibilities.

17.18. NON-DISCLOSURE AND SEPARATION OF DUTIES

The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State data to that which is reasonably necessary to perform job duties.

17.19. IMPORT AND EXPORT OF DATA

The State shall have the ability to import or export data with respect to the DAP in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export data to/from other service providers.

17.20. RESPONSIBILITIES AND UPTIME GUARANTEE

The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime and subject to the availability of the State's applicable server), and provide service to customers as defined in the SLA.

17.21. RIGHT TO REMOVE INDIVIDUALS

The State shall have the right at any time to require that the Contractor remove from interaction with State any the Contractor representative who the State believes is detrimental to its working relationship with the Contractor. The State shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Contractor shall promptly remove such individual. The Contractor shall not assign the person to any aspect of the contract or future work orders without the State's consent.

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1. **Problem Statement:** The Department of Health and Human Services requires a Business Intelligence (BI) Solution, with specific functionality to surround the creation of an opioid dashboard, utilizing multiple disparate systems data in a single centralized repository of information. This agreement also requires the necessary training for the Department to continue to support and expand the solution and utilize additional systems in order to scale the system and maintain it post-implementation.
2. **Goals –** Implement a scalable enterprise data analytics platform that serves as a comprehensive data repository across multiple source systems, providing analytic capabilities that address the current opioid crisis. Platform will extend the existing Department Enterprise Business Intelligence (EBI) environment to become the Data Analytics Platform (DAP).
3. **Project Overview:** The general scope of the project is to provide Deloitte's Health and Human Services (HHS) Interactive Opioid Insights module, to serve as a baseline solution for the Department's Comprehensive Opioid Response Business Intelligence (CORBI). The module shall be comprised of several dynamic Tableau dashboards connected to data, including machine learning models process and analyzed in R or Python.
4. **Statement of Work**
 - 4.1. The Statement and Scope of Work are addressed through:
 - 4.1.1. Business Requirements Document
 - 4.1.2. Vendor Response to RFP
5. **General Project Assumptions**
 - 5.1. The Contractor will provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, Decision Sheets, and other documents used in the management and tracking of the project. The State of New Hampshire and the Contractor's Project Managers will review these tools and templates and determine which ones will be used for the project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.
 - 5.2. Prior to the commencement of work on Non-Software and Written Deliverables, the Contractor shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
 - 5.3. The Contractor shall help ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Appendix C-2 of the Request for Proposal. The Contractor shall provide the State

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resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.

5.4. The Deliverables are set forth in the Schedule described below in Section 6. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables (as defined in Section 5.3 of the Contract) in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

5.5. Pricing for Deliverables set forth in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof based on mutual agreement.

6. **DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE.** The sprints represented below will be prioritized based upon the minimally viable product as defined in the grant. The scope of the sprints can be refined and adjusted based on the sprint backlog as agreed upon by the vendor and the state consistent with the change management process defined in section 9.:

	Activity, Deliverable, or Milestone	Deliverable Type	Estimated Start Date	Estimated Finish Date
Agile Sprint Activities				
1	Sprint 0 (Project Planning & Initiation)	Agile Sprint	4/1/2019	4/12/2019
2	Sprint 1 (Child Welfare and CDC Data Integration & Visualization)	Agile Sprint	4/15/2019	5/10/2019
3	Sprint 2 (Medicaid & Commercial Claims Integration)	Agile Sprint	5/13/2019	6/7/2019
4	Sprint 3 (Vital Records/Medical Examiner, Grant/State BOAS and Naloxone Services Data Integration)	Agile Sprint	6/10/2019	7/6/2019
5	Sprint 4 (Live Hospital ED Surveillance, AHEDD data Integration & AT-RISK Predictive Model with Google Digital Data)	Agile Sprint	7/8/2019	8/2/2019

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6	Sprint 6 (Emergency Medical Services data (TEMSIS) & HHSI Opioid Insight Dashboard)	Agile Sprint	8/5/2019	8/30/2019
7	Sprint 6 (30 Day Closeout Plus remaining Warranty)	Agile Sprint	9/3/2019	11/29/2019
Sprint 0 (Planning and Project Management)				
8	Conduct Project Kickoff Meeting	Non-Software		April 2019
9	Work Plan	Written		April 2019
10	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written		April 2019
11	Security Plan	Written		April 2019
12	Communications and Change Management Plan	Written		April 2019
Sprint Execution (Installation, Testing, and System Deployment)				
13	Sprint 1 Summary	Written		
	Project Status Reports	Written		April 2019- August 2019
	Daily Scrum Notes	Written		April 2019- August 2019
	Requirements Traceability Matrix	Written		April 2019- August 2019
	Data Migration Design and Data Source Extract Logic	Written		April 2019- August 2019
	Code Development and Unit Testing	Software		April 2019- August 2019
	Conduct Integration Testing	Non-Software		April 2019- August 2019
	Conduct User Acceptance Testing	Non-software		April 2019- August 2019
	Deployment Plan	Written		April 2019- August 2019
	Data Loaded Into Production Environment	Software		April 2019- August 2019
	Conduct Training	Non-Software		April 2019- August 2019
	Execute Security Plan	Non-Software		April 2019- August 2019
14	Sprint 2 Summary	Written		

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	Project Status Reports	Written		April 2019- August 2019
	Daily Scrum Notes	Written		April 2019- August 2019
	Requirements Traceability Matrix	Written		April 2019- August 2019
	Data Migration Design and Data Source Extract Logic	Written		April 2019- August 2019
	Code Development and Unit Testing	Software		April 2019- August 2019
	Conduct Integration Testing	Non-Software		April 2019- August 2019
	Conduct User Acceptance Testing	Non-software		April 2019- August 2019
	Deployment Plan	Written		April 2019- August 2019
	Data Loaded Into Production Environment	Software		April 2019- August 2019
	Conduct Training	Non-Software		April 2019- August 2019
	Execute Security Plan	Non-Software		April 2019- August 2019
15	Sprint 3 Summary	Written		
	Project Status Reports	Written		April 2019- August 2019
	Daily Scrum Notes	Written		April 2019- August 2019
	Requirements Traceability Matrix	Written		April 2019- August 2019
	Data Migration Design and Data Source Extract Logic	Written		April 2019- August 2019
	Code Development and Unit Testing	Software		April 2019- August 2019
	Conduct Integration Testing	Non-Software		April 2019- August 2019
	Conduct User Acceptance Testing	Non-software		April 2019- August 2019
	Deployment Plan	Written		April 2019- August 2019
	Data Loaded Into Production Environment	Software		April 2019- August 2019

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	Conduct Training	Non-Software		April 2019- August 2019
	Execute Security Plan	Non-Software		April 2019- August 2019
16	Sprint 4 Summary	Written		
	Project Status Reports	Written		April 2019- August 2019
	Daily Scrum Notes	Written		April 2019- August 2019
	Requirements Traceability Matrix	Written		April 2019- August 2019
	Data Migration Design and Data Source Extract Logic	Written		April 2019- August 2019
	Code Development and Unit Testing	Software		April 2019- August 2019
	Conduct Integration Testing	Non-Software		April 2019- August 2019
	Conduct User Acceptance Testing	Non-software		April 2019- August 2019
	Deployment Plan	Written		April 2019- August 2019
	Data Loaded into Production Environment	Software		April 2019- August 2019
	Conduct Training	Non-Software		April 2019- August 2019
	Execute Security Plan	Non-Software		April 2019- August 2019
17	Sprint 6 Summary	Written		
	Project Status Reports	Written		April 2019- August 2019
	Daily Scrum Notes	Written		April 2019- August 2019
	Requirements Traceability Matrix	Written		April 2019- August 2019
	Data Migration Design and Data Source Extract Logic	Written		April 2019- August 2019
	Code Development and Unit Testing	Software		April 2019- August 2019
	Conduct Integration Testing	Non-Software		April 2019- August 2019
	Conduct User Acceptance Testing	Non-software		April 2019- August 2019

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	Deployment Plan	Written		April 2019- August 2019
	Data Loaded Into Production Environment	Software		April 2019- August 2019
	Conduct Training	Non-Software		April 2019- August 2019
	Execute Security Plan	Non-Software		April 2019- August 2019
Sprint 6 (Clean up and Project Closure Activities as Needed)				
18	End User Support Plan	Written		September 2019
	Business Continuity Plan	Written		October 2019
20	Documentation of Operational Procedures	Written		November, 2019
21	Ongoing Hosting Support	Non-Software		September- November 2019
22	Conduct Project Exit Meeting	Non-Software		November, 2019
23	Conduct System Performance (Load/Stress) Testing	Non-software		October, 2019
24	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning	Non-software		October, 2019

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PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

1.1. Not to Exceed

1.1.1. This is a **FIXED PRICE** Contract for the period between the Effective Date through September 30, 2019. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

	Activity, Deliverable, or Milestone	Deliverable Type	Estimated Start Date	Estimated Finish Date	Price
Agile Sprint Activities					
1	Sprint 0 (Project Planning & Initiation)	Agile Sprint	4/1/2019	4/12/2019	Included
2	Sprint 1 (Child Welfare and CDC Data Integration & Visualization)	Agile Sprint	4/15/2019	5/10/2019	Included
3	Sprint 2 (Medicaid & Commercial Claims Integration)	Agile Sprint	5/13/2019	6/7/2019	Included
4	Sprint 3 (Vital Records/Medical Examiner, Grant/State BDAS and Naloxone Services Data Integration)	Agile Sprint	6/10/2019	7/5/2019	Included
5	Sprint 4 (Live Hospital ED Surveillance, AHEAD data integration & AT-RISK Predictive Model with Google Digital Data)	Agile Sprint	7/8/2019	8/2/2019	Included
6	Sprint 5 (Emergency Medical Services data (TEMSIS) & HHS Opioid Insight Dashboard)	Agile Sprint	8/5/2019	8/30/2019	Included
7	Sprint 6 (30 Day Closeout Plus remaining Warranty)	Agile Sprint	9/3/2019	11/29/2019	Included
Sprint 0 (Planning and Project Management)					
8	Conduct Project Kickoff Meeting	Non-Software		April, 2019	\$115,844
9	Work Plan	Written		April, 2019	\$114,844
10	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written		April, 2019	\$46,338
11	Security Plan	Written		April, 2019	\$46,338

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12	Communications and Change Management Plan	Written		April, 2019	\$46,338
Sprint Execution (Installation, Testing, and System Deployment)					
13	Sprint 1 Summary	Written			\$381,569.40
	Project Status Reports	Written		April 2019 - August 2019	Included In the Sprint Summary
	Daily Scrum Notes	Written		April 2019 - August 2019	Included In the Sprint Summary
	Requirements Traceability Matrix	Written		April 2019 - August 2019	Included In the Sprint Summary
	Data Migration Design and Data Source Extract Logic	Written		April 2019- August 2019	Included In the Sprint Summary
	Code Development and Unit Testing	Software		April 2019- August 2019	Included In the Sprint Summary
	Conduct Integration Testing	Non-Software		April 2019- August 2019	Included In the Sprint Summary
	Conduct User Acceptance Testing	Non-software		April 2019- August 2019	Included In the Sprint Summary
	Deployment Plan	Written		April 2019- August 2019	Included In the Sprint Summary
	Data Loaded into Production Environment	Software		April 2019- August 2019	Included In the Sprint Summary
	Conduct Training	Non-Software		April 2019- August 2019	Included In the Sprint Summary
	Execute Security Plan	Non-Software		April 2019- August 2019	Included In the Sprint Summary
14	Sprint 2 Summary	Written			\$381,569.40
	Project Status Reports	Written		April 2019 - August 2019	Included In the Sprint Summary

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	Daily Scrum Notes	Written		April 2019 - August 2019	Included In the Sprint Summary
	Requirements Traceability Matrix	Written		April 2019 - August 2019	Included In the Sprint Summary
	Data Migration Design and Data Source Extract Logic	Written		April 2019- August 2019	Included In the Sprint Summary
	Code Development and Unit Testing	Software		April 2019- August 2019	Included In the Sprint Summary
	Conduct Integration Testing	Non-Software		April 2019- August 2019	Included In the Sprint Summary
	Conduct User Acceptance Testing	Non-software		April 2019- August 2019	Included In the Sprint Summary
	Deployment Plan	Written		April 2019- August 2019	Included In the Sprint Summary
	Data Loaded into Production Environment	Software		April 2019- August 2019	Included In the Sprint Summary
	Conduct Training	Non-Software		April 2019- August 2019	Included In the Sprint Summary
	Execute Security Plan	Non-Software		April 2019- August 2019	Included In the Sprint Summary
15	Sprint 3 Summary	Written			\$381,569.40
	Project Status Reports	Written		April 2019 - August 2019	Included In the Sprint Summary
	Daily Scrum Notes	Written		April 2019 - August 2019	Included In the Sprint Summary
	Requirements Traceability Matrix	Written		April 2019 - August 2019	Included In the Sprint Summary

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	Data Migration Design and Data Source Extract Logic	Written		April 2019- August 2019	Included In the Sprint Summary
	Code Development and Unit Testing	Software		April 2019- August 2019	Included In the Sprint Summary
	Conduct Integration Testing	Non-Software		April 2019- August 2019	Included In the Sprint Summary
	Conduct User Acceptance Testing	Non-software		April 2019- August 2019	Included In the Sprint Summary
	Deployment Plan	Written		April 2019- August 2019	Included In the Sprint Summary
	Data Loaded into Production Environment	Software		April 2019- August 2019	Included In the Sprint Summary
	Conduct Training	Non-Software		April 2019- August 2019	Included In the Sprint Summary
	Execute Security Plan	Non-Software		April 2019- August 2019	Included In the Sprint Summary
16.	Sprint 4 Summary	Written			\$381,569.40
	Project Status Reports	Written		April 2019 - August 2019	Included In the Sprint Summary
	Daily Scrum Notes	Written		April 2019 - August 2019	Included In the Sprint Summary
	Requirements Traceability Matrix	Written		April 2019 - August 2019	Included In the Sprint Summary
	Data Migration Design and Data Source Extract Logic	Written		April 2019- August 2019	Included In the Sprint Summary
	Code Development and Unit Testing	Software		April 2019- August 2019	Included In the Sprint Summary

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	Conduct Integration Testing	Non-Software		April 2019- August 2019	Included In the Sprint Summary
	Conduct User Acceptance Testing	Non-software		April 2019- August 2019	Included In the Sprint Summary
	Deployment Plan	Written		April 2019- August 2019	Included In the Sprint Summary
	Data Loaded into Production Environment	Software		April 2019- August 2019	Included In the Sprint Summary
	Conduct Training	Non-Software		April 2019- August 2019	Included In the Sprint Summary
	Execute Security Plan	Non-Software		April 2019- August 2019	Included In the Sprint Summary
17	Sprint 5 Summary	Written			\$381,569.40
	Project Status Reports	Written		April 2019 - August 2019	Included In the Sprint Summary
	Daily Scrum Notes	Written		April 2019 - August 2019	Included In the Sprint Summary
	Requirements Traceability Matrix	Written		April 2019 - August 2019	Included In the Sprint Summary
	Data Migration Design and Data Source Extract Logic	Written		April 2019- August 2019	Included In the Sprint Summary
	Code Development and Unit Testing	Software		April 2019- August 2019	Included In the Sprint Summary
	Conduct Integration Testing	Non-Software		April 2019- August 2019	Included In the Sprint Summary
	Conduct User Acceptance Testing	Non-software		April 2019- August 2019	Included In the Sprint Summary

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	Deployment Plan	Written		April 2019- August 2019	Included In the Sprint Summary
	Data Loaded into Production Environment	Software		April 2019- August 2019	Included In the Sprint Summary
	Conduct Training	Non-Software		April 2019- August 2019	Included In the Sprint Summary
	Execute Security Plan	Non-Software		April 2019- August 2019	Included In the Sprint Summary
Sprint 6 (Clean up and Project Closure Activities as Needed)					
18	End User Support Plan	Written		September 2019	\$0
19	Business Continuity Plan	Written		October, 2019	\$0
20	Documentation of Operational Procedures	Written		November, 2019	\$0
21	Ongoing Hosting Support	Non-Software		September - November 2019	\$0
22	Conduct Project Exit Meeting	Non-Software		November 2019	\$0
23	Conduct System Performance (Load/Stress) Testing	Non-software		October, 2019	\$0
24	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning	Non-software		October, 2019	\$0

1.2. Proposed Vendor Staff, Resource Hours and Rates Worksheet

- 1.2.1. The following worksheet indicates STAFFING TITLES individuals that shall be assigned to the Project, their hours and associated applicable rates. Names are provided for INFORMATIONAL PURPOSES RELATED TO THE PROPOSED FIXED PRICE, AND OTHER THAN KEY PERSONNEL, NAMES ARE SUBJECT TO CHANGE BY DELOITTE AS REQUIRED.

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Title	Name	Initiation Hours	Implementation Hours	Project Close-out Hours	Hourly Rate	Hours X Rate
Enterprise Architect Lead	Gregory Splno	30	160	20	\$ 240	\$ 50,400
Opioid Analytics Lead	Sean Conlin	10	90	10	\$ 350	\$ 38,500
Project Manager	Jeff Walker	40	460	40	\$ 220	\$ 118,800
ETL and Data Wrangling Lead	Abhishek Pathak	160	1200	160	\$ 196	\$ 297,920
Training Lead	Kelly Neway	100	664	100	\$ 150	\$ 129,600
Data Visualization	TBD	120	792	120	\$ 155	\$ 159,960
Data Scientist, Lead (PhD)	Tim Hariman	40	420	20	\$ 350	\$ 168,000
Data Scientist	TBD	60	400	20	\$ 215	\$ 103,200
Data Scientist	TBD	40	190	10	\$ 215	\$ 51,600
Data Governance	TBD	100	759	160	\$ 175	\$ 178,325
Security Lead	Dipak Modi	0	104	40	\$ 196	\$ 28,224
UI Designer	TBD	0	120	40	\$ 130	\$ 20,800
Clinician	Manal Azer	0	100	20	\$ 175	\$ 21,000
Physician	TBD	0	100	20	\$ 350	\$ 42,000
Senior Database (ETL)	Varsha Goel	0	1460	0	\$ 145	\$ 211,700
Database (ETL)	TBD	0	980	0	\$ 130	\$ 127,400

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Title	Name	Initiation Hours	Implementation Hours	Project Close-out Hours	Hourly Rate	Hours X Rate
Database (ETL)	TBD	0	980	0	\$ 130	\$ 127,400
Tester	TBD	0	1200	120	\$ 98	\$ 129,360
Tester	TBD	0	600	40	\$ 98	\$ 62,720
Security	TBD	0	600	120	\$172	\$ 123,840
Digital Analytics	Quinn Chasan	0	100	0	\$ -	\$ -
Cloud Engineer	Sean Wholtman	0	100	0	\$ 350	\$ 35,000
Cloud Data Scientist	Bryce Buffalo	0	100	0	\$ -	\$ -
Digital Data Analyst	TBD	0	128	0	\$ 350	\$ 44,800
TOTALS		700	11807	1060		\$ 2,270,649

1.3. Future Vendor Rates Worksheet

1.3.1. The State may request additional Services from the selected Vendor AT THE rates BELOW in the event that additional Service is required "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet.

Table 1.4: Future Vendor Rates Worksheet

	SFY 2020	SFY 2021	SFY 2022	SFY 2023
Clinician	\$ 180	\$ 186	\$ 191	\$ 197

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Data Governance Lead	\$ 180	\$ 186	\$ 191	\$ 197
Data Scientist Lead PhD	\$ 443	\$ 456	\$ 470	\$ 484
Data Scientist	\$ 361	\$ 371	\$ 382	\$ 394
Data Scientist	\$ 361	\$ 371	\$ 382	\$ 394
Data Visualization	\$ 160	\$ 164	\$ 169	\$ 174
Database (ETL)	\$ 268	\$ 276	\$ 284	\$ 293
Enterprise Architect Lead	\$ 247	\$ 255	\$ 262	\$ 270
ETL and Data Wrangling Lead	\$ 202	\$ 208	\$ 214	\$ 221
Opioid Analytics Lead	\$ 361	\$ 371	\$ 382	\$ 394
Physician	\$ 361	\$ 371	\$ 382	\$ 394
Project Manager	\$ 227	\$ 233	\$ 240	\$ 248
Security	\$ 177	\$ 183	\$ 188	\$ 194
Security Lead	\$ 202	\$ 208	\$ 214	\$ 221
Senior Database (ETL)	\$ 149	\$ 154	\$ 158	\$ 163
Tester	\$ 202	\$ 208	\$ 214	\$ 221
Training Lead	\$ 155	\$ 159	\$ 164	\$ 169
UI Designer	\$ 134	\$ 138	\$ 142	\$ 146

1.4. Website Hosting, Maintenance and Support Pricing Worksheet

HOSTED SERVICES	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Web Site Hosting Fee*	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$135,000

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HOSTED SERVICES	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Technical Support and updates						
Maintenance and Updates						
GRAND TOTAL	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$135,000

NOTE: The prices above represent the price for Google Hosting Services where the State purchases the services directly from Google, and the Contractor serves as a payee agent. This hosted services pricing is not included in the Contract Not to Exceed fixed price, but may be added via a change order. The purchase and licensing of Google Hosting Services shall be governed by a separate agreement between the State and a third party.

2. CONTRACT PRICE

2.1. Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in the P-37 General Provisions Block 1.8 ("Price Limitation"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

2.2. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

3. INVOICING

3.1. The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

3.2. Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days

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of invoice receipt (and All disputes shall be resolved in accordance with Section 16 of the Contract). Invoices will not be backdated and shall be promptly dispatched.

3.3. Invoices shall be sent to:

Financial Administrator
Department of Health and Human Services
Division of Public Health
29 Hazen Dr.
Concord, NH 03301

4. PAYMENT ADDRESS

- 4.1. Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>

5. OVERPAYMENTS TO THE CONTRACTOR

- 5.1. The Contractor shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

6. CREDITS

- 6.1. The State may apply credits due to the State arising out of this Contract, against the Contractor's invoices with

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6.2. appropriate information attached

7. PROJECT HOLDBACK

7.1. The State shall withhold ten percent (10%) of each sprint release or milestone payment amount (per the workplan) for a period of 60 days after first productive use of the sprint release or milestone as applicable.

THE STATE RESPONSIBILITIES

8.1 The State shall cooperate with the Contractor in the performance of the Services, including (i) providing the Contractor with timely access to data, information, and personnel of the State; (ii) providing DOIT support required to provide, install, maintain and support the necessary environments and tools; (iii) promptly notifying the Contractor of any issues, concerns or disputes with respect to the Services and (iv) having responsibility for data sharing/data use agreements for data sources, assignment of data privacy and security designations for data, and approval of authorizations and privileges for data access and disclosure. With respect to the data and information provided by the State to the Contractor or its subcontractors for the performance of the Services, the State shall have all rights required to provide such data and information.

8.2. The State shall be solely responsible for: (i) the performance of its personnel and agents; (ii) the accuracy and completeness of all data and information provided to the Contractor for purposes of the performance of the Services; (iii) performing all management functions for the Department; (iv) designating a management member to oversee the Services; (v) evaluating the adequacy and results of the Services; and (vii) establishing and maintaining internal controls, including monitoring ongoing activities of the Department.

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EXHIBIT C
SPECIAL PROVISIONS

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. Subsection 8.1.1, Event of Default/Remedies, is deleted and replaced as follows:

8.1.1 failure to perform the Services in accordance with the Agreement.

1.3. Subsection 8.2.1, Event of Default/Remedies, is deleted and replaced as follows:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this

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Agreement, effective two (2) days after giving the Contractor notice of termination.

1.4. 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.

1.5. Section 13, Indemnification, is deleted and replaced as follows:

13. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, or by or on behalf of any local, state or federal government entity, on account of, based or

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resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor, its subcontractors, and assignees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

13.1 The Contractor shall require any subcontractor, delegates, or transferees to agree in writing to defend, indemnify and hold harmless the State, its officers and employees from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the States, its officer and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the subcontractor, delegate, or transferee.

1.6. Subsection 14.2, Insurance, is deleted and replaced as follows:

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

1.7. Subsection 14.3, Insurance, is deleted and replaced as follows:

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

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Contracting Officer identified in block 1.9, or his or her successor, in the event Contractor is unable to procure replacement insurance coverage meeting substantially all of the requirements and specifications herein thirty (30) days prior to cancellation or modification of the policy.

2. Renewal

- 2.1. The Department reserves the right to extend this agreement for up to one (1) additional year, 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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EXHIBIT D
ADMINISTRATIVE SERVICES

1. TRAVEL EXPENSES

- 1.1. The Contractor must assume all reasonable travel and related expenses. All labor rates will be "fully loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

2. SHIPPING AND DELIVERY FEE EXEMPTION

- 2.1. The State will not pay for any shipping or delivery fees unless specifically itemized in the Contract.

3. ACCESS/COOPERATION

- 3.1. As applicable, and subject to the applicable laws and regulations, the State will provide the Contractor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required completing the contracted Services.
- 3.2. The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Contractor to perform its obligations under the Contract.

4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

- 4.1. The Contractor shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to this RFP. Upon expiration or termination of the Contract with the State, the Contractor shall turn over all State-owned documents, material, reports, and work in progress relating to this RFP to the State at no additional cost to the State. Documents must be provided in both printed and electronic format.

5. RECORDS RETENTION AND ACCESS REQUIREMENTS

- 5.1. The Contractor shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention

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policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 *Contractor Records Retention*.

5.2. The Contractor and its Subcontractors shall maintain payment related books, records, documents, specifically applicable to the services The Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

5.3. Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. The Contractor shall include the record retention and review requirements of this section in any of its subcontracts.

Records made available to the State under this Section may be redacted by the Contractor to the extent necessary to protect its proprietary and confidential information and to avoid any invasion of personal privacy.

5.4. The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Contractor's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

6. ACCOUNTING REQUIREMENTS

6.1. The Contractor shall maintain an accounting system that allows for an audit per the provisions of Standards for Audit of Governmental Organizations.

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Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards). The costs applicable to the Contract shall be ascertainable from the accounting system and the Contractor shall maintain records pertaining to the Services and all other costs and expenditures.

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PART 3 - EXHIBIT E
IMPLEMENTATION SERVICES

1. PROJECT MANAGEMENT *The State believes that effective communication and reporting are essential to Project success.*

1.1. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

1.1.1. **Introductory Meeting:** Participants will include the Contractor's Key Project Staff and State Project leaders from both Department of Justice and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.

1.1.2. **Kickoff Meeting:** Participants will include the State and the Contractor's Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

1.1.3. **Status Meetings:** Participants will include, at the minimum, the Contractor's Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from the Contractor shall serve as the basis for discussion.

1.1.4. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.

1.1.5. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.

1.1.6. **Exit Meeting:** Participants will include Project leaders from the Contractor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

1.2. The State expects the Contractor to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be the Contractor's responsibility.

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- 1.3. The Contractor's Project Manager or the Contractor's Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The Contractor's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. The Contractor shall produce Project status reports, which shall contain, at a minimum, the following:

- 1.3.1. Project status related to the Work Plan;
- 1.3.2. Deliverable status;
- 1.3.3. Accomplishments during weeks being reported;
- 1.3.4. Planned activities for the upcoming two (2) week period;
- 1.3.5. Future activities; and
- 1.3.6. Issues and concerns requiring resolution.
- 1.3.7. Report and remedies in case of falling behind Schedule

- 1.4. As reasonably requested by the State, the Contractor shall provide the State with information or reports regarding the Project. The Contractor shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

2. IMPLEMENTATION STRATEGY

2.1 Key Components

- 2.1.1 The Contractor shall employ an industry-standard implementation strategy with a timeline set forth in accordance with the Work Plan;

- 2.1.2 The Contractor and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

- 2.1.3 The Contractor's team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements. Decisions regarding format,

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content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.

- 2.1.4 The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.

2.2 Timeline

- 2.2.1 The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated. Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution. Processes will be documented, training established, and the application will be ready for Implementation in accordance with the Work Plan.

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TESTING SERVICES

1. The Contractor shall provide the following Products and Services described in this Exhibit F, including but not limited to:

2. **TESTING AND ACCEPTANCE**

- 1.1. The Contractor, working with the State shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project in accordance with Section 5.3 of the Contract. The Contractor will also provide training as necessary to the State staff responsible for test activities. The Contractor shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

- 1.2. The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for each Software function or module.

- 1.3. All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s)). This shall include planning, test scenario and script development, Data and System preparation for testing, and execution of Unit Tests, System Integration Tests, Conversion Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, and support of the State during User Acceptance Test and Implementation.

- 1.4. In addition, the Contractor shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Contractor shall also correct Deficiencies and support required re-testing.

- 1.5. **TEST PLANNING AND PREPARATION**

- 1.5.1. The Contractor shall provide the State with an overall Test Plan that will guide all testing. The Contractor provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, unit tests,

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expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

1.5.2. As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon the Contractor's Project Manager's Certification, in writing, that the Contractor's own staff has successfully executed all prerequisite Contractor's testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

1.5.3. The State will commence User Acceptance Testing within five (5) business days of receiving Certification from the Contractor that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from the Contractor's development environment. The Contractor must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

1.5.4. Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

1.5.5. The Contractor must demonstrate that their testing methodology can be integrated with the State standard methodology.

1.6. CONVERSION VALIDATION TESTING (If applicable)

In Conversion Validation Testing, target application functions are validated.

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Activity Description	The conversion validation test should replicate the entire flow of the converted data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications/interfaces, testing verifies that the resulting flow of the converted data through these interface points performs correctly.
Contractor Team Responsibilities	For conversions and interfaces, the Contractor's team will execute the applicable validation tests and compare execution results with the documented expected results.
State and Contractor Responsibilities	Extract and cleanse, if necessary, the legacy data to be converted in the data conversions.
Work Product Description	Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy data performs correctly in the entire suite of the Application.

1.7. INSTALLATION TESTING

- 1.7.1. In Installation Testing the application components are installed in the System Test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production system.

1.8. USER ACCEPTANCE TESTING (UAT)

- 1.8.1. The State begins UAT upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State and in accordance with the mutually agreed-upon project timeline.
- 1.8.2. The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies

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System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

- 1.8.3. UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.
- 1.8.4. The results of the User Acceptance Test provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.
- 1.8.5. Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence

Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
Contractor Team Responsibilities	<ul style="list-style-type: none">• Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test.• Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities.• Work jointly with the State in determining the required actions for problem resolution.
State Responsibilities	<ul style="list-style-type: none">• Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test.• Validate the Acceptance Test environment.• Execute the test scripts and conduct User Acceptance Test activities.• Document and summarize Acceptance Test results.• Work jointly with the Contractor in determining the required actions for problem resolution.• Provide Acceptance of the validated Systems.

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Work Product Description	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.
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1.9. PERFORMANCE TUNING AND STRESS TESTING

- 1.9.1. The Contractor shall develop and document hardware and Software configuration and tuning of <SOFTWARE> infrastructure as well as assist and direct the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the Project

1.10. SCOPE

- 1.10.1. The scope of Performance Testing shall be to measure the System level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment.
- 1.10.2. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum System performance is achieved.
- 1.10.3. Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.
- 1.11. Test Types - *Performance testing shall use two different types of testing to determine the stability of the application. They are baseline tests and load tests:*
- 1.11.1. **Baseline Tests:** Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a

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defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics.

- 1.11.2. **Load Tests:** Load testing will determine if the behavior of the System can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

1.12. TUNING

- 1.12.1. Tuning will be the Contractor led and occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

1.13. REGRESSION TESTING

- 1.13.1. As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Contractor of the nature of the testing failures in writing. The Contractor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements.
- 1.13.2. In designing and conducting such regression testing, the Contractor will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, the Contractor will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

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1.14. SECURITY REVIEW AND TESTING

- 1.14.1. IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.
- 1.14.2. All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include penetration tests and application vulnerability scanning.

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application, or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization.

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Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

- 1.14.3. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include 3rd party penetration tests and application vulnerability scanning.
- 1.14.4. Prior to the System being moved into production the Contractor shall provide results of all security testing to the Department of Information Technology for review and Acceptance. All Software and hardware shall be free of malicious code (malware).

1.15. PENETRATION TESTING (NON-PCI ENVIRONMENT)

- 1.15.1. The Contractor shall provide verification that their Software and System environment has undergone penetration testing in accordance with current recommendations from a recognized industry standards organization, such as the U.S. Department of Commerce National Institute of Standards Technology (NIST). The State requires that the Contractor has this testing performed annually by a qualified third-party vendor at least annually, and after every major software and/or system update.

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PART 3 - EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE

- 1.1. The Contractor shall maintain and support the System in all material respects as described in the applicable program Documentation through the contract end date.

2. SYSTEM SUPPORT

- 2.1. The Contractor will be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.
- 2.2. As part of the 90 day warranty period (as defined in Exhibit K the below); support levels shall be as follows:
- 2.2.1. Class A Deficiencies – The Contractor shall have available to the Department on-call telephone assistance, with issue tracking available to the Department, during Department business hours (M – F, 8:00 am – 4:30 pm) with an email/telephone response within two (2) hours of request, or the Contractor shall provide support with remote diagnostic Services within four (4) business hours of a request;
- 2.2.2. Class B & C Deficiencies – The Department shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within two (2) hours of notification of planned corrective action.

3. SUPPORT OBLIGATIONS AND TERM

- 3.1. The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract, including but not limited to S1.1 through S1.20 of the Support and Maintenance Requirements in Exhibit H *Requirements*, Attachment 1.
- 3.2. The Contractor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the Department.
- 3.3. For all maintenance Service calls, the Contractor shall ensure the following information will be collected and maintained: nature of Deficiency; current status of the Deficiency; action plans, dates and times; expected and actual completion time;

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Deficiency resolution information; Resolved by; Identifying number i.e. work order number; and Issue identified by.

- 3.4. The Contractor must work with the Department to identify and troubleshoot potentially large scale System failures or Deficiencies by collecting the following information: mean time between reported Deficiencies with the Software; diagnosis of the root cause of the problem; and identification of repeat calls or repeat Software problems.
- 3.5. SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 1.1 OF Exhibit K, If the Contractor fails to correct a Deficiency within the allotted period of time stated in A MUTUALLY AGREED SUPPORT PLAN, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.2 (unless cured during the cure period upon written notice from the state).

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SAAS EXHIBIT H
REQUIREMENTS

Attachment 1: Project Requirements is hereby incorporated within.

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Date: 9/5/19

Contractor's Initials ES

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PART 3 - EXHIBIT I
WORK PLAN

1. The Contractor's Project Manager and the State Project manager shall finalize the Work Plan for Implementation within five (5) days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with the Contractor's plan to implement the System. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.
2. The preliminary Work Plan for Implementation created by the Contractor and the State is set forth at the end of this Exhibit.
3. In conjunction with the Contractor's Project Management methodology, which shall be used to manage the Project's life cycle, the Contractor team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and Contractor's team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with the Contractor's Work Plan and shall utilize an approved project management application to support the ongoing management of the Project.

4. ASSUMPTIONS

4.1. General

- 4.1.1. The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- 4.1.2. All State tasks must be performed in accordance with the revised Work Plan.
- 4.1.3. All key decisions will be resolved within two (2) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- 4.1.4. Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- 4.1.5. The Contractor shall maintain an accounting system that allows for an audit, per the provisions of standards for audit of governmental organizations, programs, activities and functions, issued by the US General Accounting Office (GAO Standards).

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4.2. PROJECT MANAGEMENT

- 4.2.1. The State shall approve the Project Management Methodology used for the Project.
- 4.2.2. The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- 4.2.3. A Project folder created within the State system, or otherwise agreed upon solution, shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. The Contractor's Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for the Contractor and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.
- 4.2.4. The Contractor assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

4.3. PROJECT SCHEDULE

- 4.3.1. Deployment is planned to begin on Jun 27, 2019 with a planned go-live date of August 25, 2019.

4.4. REPORTING

- 4.4.1. The Contractor shall conduct daily sprint meetings in addition to bi-weekly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results, and Documentation.

4.5. USER TRAINING

- 4.5.1. The Contractor's Team shall lead the development of the end-user training plan.
- 4.5.2. A train the trainer approach shall be used for the delivery of end-user training.
- 4.5.3. The State is responsible for the delivery of end-user training.

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4.5.4. The State shall schedule and track attendance on all end-user training classes.

4.6. PERFORMANCE AND SECURITY TESTING

4.6.1. The Contractor's Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.

4.6.2. The State shall work with the Contractor on all testing as set forth in Contract Exhibit F – *Testing Services*.

5. ROLES AND RESPONSIBILITIES

5.1. Contractor Team Roles and Responsibilities

5.1.1. Contractor Team Project Executive

5.1.1.1. The Contractor Team's Project Executives (Contractor and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Services throughout the Project life cycle. The Project Executive shall advise the Contractor Team Project Manager and the State's Project leadership on the best practices for implementing the Contractor Software Solution within the State. The Project Executive shall participate in the definition of the Project Plan and provide guidance to the State's Team.

5.1.2. CONTRACTOR TEAM PROJECT MANAGER

5.1.2.1. The Contractor Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the Contractor Implementation Team. The Contractor Team Project Manager will have the following responsibilities:

5.1.2.1.1. Maintain communications with the State's Project Manager;

5.1.2.1.2. Work with the State in planning and conducting a kick-off meeting;

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- 5.1.2.1.3. Create and maintain the Work Plan;
- 5.1.2.1.4. Assign the Contractor Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- 5.1.2.1.5. Define roles and responsibilities of all the Contractor Team members;
- 5.1.2.1.6. Provide spring reports, sprint planning, sprint retrospective weekly sprint reports and monthly update progress reports to the State Project Manager;
- 5.1.2.1.7. Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- 5.1.2.1.8. Review task progress for time, quality, and accuracy in order to achieve progress;
- 5.1.2.1.9. Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- 5.1.2.1.10. Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- 5.1.2.1.11. Inform the State Project Manager and staff of any urgent issues if and when they arise;
- 5.1.2.1.12. Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.
- 5.1.2.1.13. Manage handoff to the Contractor operational staff;
- 5.1.2.1.14. Manage Transition Services as needed.

5.1.3. CONTRACTOR TEAM ANALYSIS

- 5.1.3.1. The Contractor Team shall conduct analysis of requirements, validate the Contractor Team's understanding of the State business requirements by application, and perform business requirements mapping;
- 5.1.3.2.

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- 5.1.3.3. Construct and confirm application test case scenarios;
- 5.1.3.4. Produce application configuration definitions and configure the applications;
- 5.1.3.5. Conduct testing of the configured application;
- 5.1.3.6. Produce functional Specifications for extensions, conversions, and interfaces;
- 5.1.3.7. Assist the State in the testing of extensions, conversions, and interfaces;
- 5.1.3.8. Assist the State in execution of the State's Acceptance Test;
- 5.1.3.9. Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- 5.1.3.10. Assist with the correction of configuration problems identified during system, integration, and Acceptance Testing; and
- 5.1.3.11. Assist with the transition to production.

5.1.4. CONTRACTOR TEAM TASKS

- 5.1.4.1. The Contractor team shall assume the following tasks:**

- 5.1.4.1.1. Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- 5.1.4.1.2. Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- 5.1.4.1.3. Development and Documentation of installation procedures; and
- 5.1.4.1.4. Unit testing of conversions and interfaces developed; and
- 5.1.4.1.5. System Integration Testing.

6. STATE ROLES AND RESPONSIBILITIES

- 6.1. The following State resources have been identified for the Project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the Implementation. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the Implementation.**

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6.1.1. STATE PROJECT MANAGER

6.1.1.1. The State Project Manager shall work side-by-side with the Contractor Project Manager. The role of the State Project Manager is to manage State resources (IF ANY), facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

- 6.1.1.1.1. Plan and conduct a kick-off meeting with assistance from the Contractor team;
- 6.1.1.1.2. Assist the Contractor Project Manager in the development of a detailed Work Plan;
- 6.1.1.1.3. Identify and secure the State Project Team members in accordance with the Work Plan;
- 6.1.1.1.4. Define roles and responsibilities of all State Project Team members assigned to the Project;
- 6.1.1.1.5. Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- 6.1.1.1.6. Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- 6.1.1.1.7. Inform the Contractor Project Manager of any urgent issues if and when they arise; and
- 6.1.1.1.8. Assist the Contractor team staff to obtain requested information if and when required to perform certain Project tasks.
- 6.1.1.1.9. Manage handoff to State operational staff;
- 6.1.1.1.10. Manage State staff during Transition Services as needed.

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6.1.2. STATE SUBJECT MATTER EXPERT(S) (SME)

6.1.2.1. The role of the State SME is to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the Implementation. Responsibilities of the SME include the following:

6.1.2.1.1. Be the key user and contact for their Agency or Department;

6.1.2.1.2. Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;

6.1.2.1.3. Assist in validating and documenting user requirements, as needed;

6.1.2.1.4. Assist in mapping business requirements;

6.1.2.1.5. Assist in constructing test scripts and data;

6.1.2.1.6. Assist in System Integration, and Acceptance Testing;

6.1.2.1.7. Assist in performing conversion and integration testing and Data verification;

6.1.2.1.8. Attend Project meetings when requested; and

6.1.2.1.9. Assist in training end users in the use of the Contractor Software Solution and the business processes the application supports.

6.1.2.2. A State technical SME and a State business SME will be identified for each of the data sources required as a part of the CORbi project. These resources will be available as required throughout the lifecycle of a Sprint starting with the data acquisition of data to be loaded into the DAP platform. The State (DHHS) PMO will manage the data acquisition effort. The DHHS team will be responsible for pushing data from the data sources into the landing zone (could potentially be a SFTP server or a landing table) except where the data source is stored in an Oracle environment accessible by Informatica. All data element associated with the data sets being presented will be ingested into the new location (data mart). This will allow for all data elements to be stored in their final destination for future use in

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accordance with deliverables B6.1 through B6.16. DHHS staff will provide the data definitions and security classifications (e.g. g PII) for the data elements to be utilized. DHHS will also lead with vendor support the design, to specify and validate the extract logic from the landing zone to the data mart layer and visualizations including tables, data elements, reference data and any join logic required to pull data from the landing zone into the data mart layer. The data source layout and any memorandums of understanding of other activities that need to be completed in advance of utilizing a data source will be finalized and provided to the Deloitte team no later than one week prior to the Sprint start.

6.1.3. STATE TECHNICAL LEAD AND ARCHITECT

6.1.3.1. The State's Technical Lead and Architect reports to the State's Project Manager and is responsible for leading and managing the State's technical tasks. Responsibilities include:

- 6.1.3.1.1. Attend technical training as necessary to support the Project;
- 6.1.3.1.2. Assist the State and the Contractor Team Project Managers to establish the detailed Work Plan;
- 6.1.3.1.3. Manage the day-to-day activities of the State's technical resources assigned to the Project;
- 6.1.3.1.4. Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- 6.1.3.1.5. Work in partnership with the Contractor and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor Deliverable and it will be expected that the Contractor will lead the overall effort with support and assistance from the State; and

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- 6.1.3.1.6. Represent the technical efforts of the State in daily sprint meetings and the bi-weekly Project meetings.

6.1.4. STATE TESTING ADMINISTRATOR

- 6.1.4.1. The State's Testing Administrator will coordinate the State's testing efforts. Responsibilities include:

- 6.1.4.1.1. Coordinating the development of system, integration, performance, and Acceptance Test plans;
- 6.1.4.1.2. Coordinating system, integration, performance, and Acceptance Tests;
- 6.1.4.1.3. Chairing test review meetings;
- 6.1.4.1.4. Coordinating the State's team and external third parties involvement in testing;
- 6.1.4.1.5. Ensuring that proposed process changes are considered by process owners;
- 6.1.4.1.6. Establish priorities of Deficiencies requiring resolution; and
- 6.1.4.1.7. Tracking Deficiencies through resolution.

6.2. Data Migration TESTING RESPONSIBILITIES

- 6.2.1. The Contractor Team and the State, based on their assigned migration responsibilities, as set forth in Contract Exhibit F: *Testing Services* shall identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the business process, and compare with the documented expected results.
- 6.2.2. The Contractor Team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.
- 6.2.3. The State is responsible for documenting the technical Specifications of all programs that extract and format Data from the legacy systems for use by the conversion processes.
- 6.2.4. The Contractor Team and the State, based on their assigned conversion responsibilities, shall develop and unit test their assigned conversions.

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- 6.2.5. The State and the Contractor Teams shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.
- 6.2.6. The State and the Contractor Teams shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production.

7. INTERFACES

- 7.1. Interfaces shall be implemented in cooperation with the State. The following Table 5.1 identifies the interfaces within the scope of this Contract and their relative assignment.

7.2. Table: IN-SCOPE INTERFACES

Interface	Components if applicable	Responsible Party	Description
Comprehensive Health Care Information System (CHIS)			
Child Welfare System			
Automated Hospital Emergency Department Data (AHEDD)			
Vital Records Data			
Drug Overdose Death Data			
Trauma Emergency Medical Services Information System (TEMSIS)			

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Interface	Components if applicable	Responsible Party	Description
Grant/State BDAS Treatment Services			
Population Data			

7.3. Interface Responsibilities (DEPENDENT ON WHO IS WORKING ON THIS THE CONTRACTOR, THE STATE OR BOTH)

- 7.3.1. The Contractor Team shall provide the State Contractor Application Data requirements and examples, of data mappings and interfaces implemented on other Projects. The Contractor Team shall identify the APIs or ETL the State should use in the design and development of the interface.
- 7.3.2. The Contractor Team shall lead the State with the mapping of legacy Data to the Contractor Application.
- 7.3.3. The Contractor Team shall lead the review of functional and technical interface Specifications.
- 7.3.4. The Contractor Team shall assist the State with the resolution of problems and issues associated with the development and Implementation of the interfaces.
- 7.3.5. The Contractor Team shall document the functional and technical Specifications for the interfaces.
- 7.3.6. The Contractor Team shall create the initial Test Plan and related scripts to Unit Test the interface. The State shall validate and accept.
- 7.3.7. The Contractor Team shall develop and Unit Test the interface.
- 7.3.8. The State and the Contractor Team shall jointly verify and validate the accuracy and completeness of the interface.
- 7.3.9. The State is responsible for documenting the procedures required to run the interfaces in production.
- 7.3.10. The State shall document the technical changes needed to legacy systems to accommodate the interface.
- 7.3.11. The State shall develop and test all legacy application changes needed to accommodate the interface.
- 7.3.12. The State and the Contractor Teams shall jointly construct test scripts and create any data needed to support testing the interfaces.

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7.3.13. The State is responsible for all data extracts and related formatting needed from legacy systems to support the interfaces.

7.3.14. The State is responsible for the scheduling of interface operation in production.

8. PRELIMINARY WORK PLAN

8.1. The following Table 11.2 provides the preliminary agreed upon Work Plan for the Contract.

8.2. Table: High Level Preliminary NH Project Plan DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE MAY CHANGE AS NEEDED. SAMPLE ONLY:

	Activity, Deliverable, or Milestone	Deliverable Type	Estimated Start Date	Estimated Finish Date
Agile Sprint Activities				
1	Sprint 0 (Project Planning & Initiation)	Agile Sprint	4/1/2019	4/12/2019
2	Sprint 1 (Child Welfare and CDC Data Integration & Visualization)	Agile Sprint	4/15/2019	5/10/2019
3	Sprint 2 (Medicaid & Commercial Claims Integration)	Agile Sprint	5/13/2019	6/7/2019
4	Sprint 3 (Vital Records/Medical Examiner, GranVState BDAS and Naloxone Services Data Integration)	Agile Sprint	6/10/2019	7/5/2019
5	Sprint 4 (Live Hospital ED Surveillance, AHEDD data integration & AT-RISK Predictive Model with Google Digital Data)	Agile Sprint	7/8/2019	8/2/2019
6	Sprint 5 (Emergency Medical Services data)	Agile Sprint	8/5/2019	8/30/2019

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Date: 4/18/19
 Contractor's Initials: [Signature]

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	(TEMSIS) & HHSi Opioid Insight Dashboard			
7	Sprint 6 (30 Day Closeout Plus remaining Warranty)	Agile Sprint	9/3/2019	11/29/2019
Sprint 0 (Planning and Project Management)				
8	Conduct Project Kickoff Meeting	Non-Software		April 2019
9	Work Plan	Written		April 2019
10	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written		April 2019
11	Security Plan	Written		April 2019
12	Communications and Change Management Plan	Written		April 2019
Sprint Execution (Installation, Testing, and System Deployment)				
13	Sprint 1 Summary	Written		
	Project Status Reports	Written		April 2019- August 2019
	Daily Scrum Notes	Written		April 2019- August 2019
	Requirements Traceability Matrix	Written		April 2019- August 2019
	Data Migration Design and Data Source Extract Logic	Written		April 2019- August 2019
	Code Development and Unit Testing	Software		April 2019- August 2019
	Conduct Integration Testing	Non-Software		April 2019- August 2019
	Conduct User Acceptance Testing	Non-software		April 2019- August 2019
	Deployment Plan	Written		April 2019- August 2019

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	Data Loaded into Production Environment	Software		April 2019-August 2019
	Conduct Training	Non-Software		April 2019-August 2019
	Execute Security Plan	Non-Software		April 2019-August 2019
14	Sprint 2 Summary	Written		
	Project Status Reports	Written		April 2019-August 2019
	Daily Scrum Notes	Written		April 2019-August 2019
	Requirements Traceability Matrix	Written		April 2019-August 2019
	Data Migration Design and Data Source Extract Logic	Written		April 2019-August 2019
	Code Development and Unit Testing	Software		April 2019-August 2019
	Conduct Integration Testing	Non-Software		April 2019-August 2019
	Conduct User Acceptance Testing	Non-software		April 2019-August 2019
	Deployment Plan	Written		April 2019-August 2019
	Data Loaded into Production Environment	Software		April 2019-August 2019
	Conduct Training	Non-Software		April 2019-August 2019
	Execute Security Plan	Non-Software		April 2019-August 2019
15	Sprint 3 Summary	Written		
	Project Status Reports	Written		April 2019-August 2019

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	Daily Scrum Notes	Written		April 2019- August 2019
	Requirements Traceability Matrix	Written		April 2019- August 2019
	Data Migration Design and Data Source Extract Logic	Written		April 2019- August 2019
	Code Development and Unit Testing	Software		April 2019- August 2019
	Conduct Integration Testing	Non-Software		April 2019- August 2019
	Conduct User Acceptance Testing	Non-software		April 2019- August 2019
	Deployment Plan	Written		April 2019- August 2019
	Data Loaded into Production Environment	Software		April 2019- August 2019
	Conduct Training	Non-Software		April 2019- August 2019
	Execute Security Plan	Non-Software		April 2019- August 2019
16	Sprint 4 Summary	Written		
	Project Status Reports	Written		April 2019- August 2019
	Daily Scrum Notes	Written		April 2019- August 2019
	Requirements Traceability Matrix	Written		April 2019- August 2019
	Data Migration Design and Data Source Extract Logic	Written		April 2019- August 2019
	Code Development and Unit Testing	Software		April 2019- August 2019

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	Conduct Integration Testing	Non-Software		April 2019- August 2019
	Conduct User Acceptance Testing	Non-software		April 2019- August 2019
	Deployment Plan	Written		April 2019- August 2019
	Data Loaded into Production Environment	Software		April 2019- August 2019
	Conduct Training	Non-Software		April 2019- August 2019
	Execute Security Plan	Non-Software		April 2019- August 2019
17	Sprint 5 Summary	Written		
	Project Status Reports	Written		April 2019- August 2019
	Daily Scrum Notes	Written		April 2019- August 2019
	Requirements Traceability Matrix	Written		April 2019- August 2019
	Data Migration Design and Data Source Extract Logic	Written		April 2019- August 2019
	Code Development and Unit Testing	Software		April 2019- August 2019
	Conduct Integration Testing	Non-Software		April 2019- August 2019
	Conduct User Acceptance Testing	Non-software		April 2019- August 2019
	Deployment Plan	Written		April 2019- August 2019
	Data Loaded into Production Environment	Software		April 2019- August 2019

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	Conduct Training	Non-Software		April 2019- August 2019
	Execute Security Plan	Non-Software		April 2019- August 2019
Sprint 6 (Clean up and Project Closure Activities as Needed)				
18	End User Support Plan	Written		September 2019
	Business Continuity Plan	Written		October 2019
20	Documentation of Operational Procedures	Written		November, 2019
21	Ongoing Hosting Support	Non-Software		September- November 2019
22	Conduct Project Exit Meeting	Non-Software		November, 2019
23	Conduct System Performance (Load/Stress) Testing	Non-software		October, 2019
24	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning	Non-software		October, 2019

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PART 3 - EXHIBIT J
SOFTWARE AGREEMENT

1. LICENSE GRANT

Exhibit J not used/applicable for this agreement

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Exhibit J - Software Agreement - Part 3

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PART 3 - EXHIBIT K
WARRANTY & WARRANTY SERVICE

1. WARRANTIES

1.1. SYSTEM

- 1.1.1. The Contractor warrants that the System (i.e. contractor deliverables) will operate to conform to the Specifications, terms, and requirements of the Contract during the warranty period the Contractor shall have no obligation under this section to make warranty repairs attributable to:
 - 1.1.1.1. The State's misuse or modification of such system;
 - 1.1.1.2. The State's failure to use corrections or enhancements made available by the Contractor at no additional cost to the State;
 - 1.1.1.3. The State's use of such system in combination with any product other than those specified by the Contractor;
 - 1.1.1.4. The quality or integrity of data from other automated or manual products with which such system interfaces;
 - 1.1.1.5. Hardware, systems, software, telecommunications equipment or software not a part of such system which is inadequate to allow proper operation of such system or which is not operating in accordance with the manufacturer's specifications; or
 - 1.1.1.6. Operation or utilization of such system in a manner not contemplated by this Contract.
- 1.1.2. The warranty set forth in this section shall not apply with respect to hardware or software that is supplied by a third party to the State.
- 1.1.3. The Terms and conditions of the warranty to the State with respect to such hardware or software will be provided by the third party vendor of such hardware or software.

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PART 3 - EXHIBIT K
WARRANTY & WARRANTY SERVICE

- 1.1.4. Contractor bears no responsibility of any kind for such hardware or software and the State shall not look to the Contractor for any warranty for such products.

1.2. NON-INFRINGEMENT

- 1.2.1. The Contractor warrants that it has good title to, or the right to allow the State to use all services, equipment and software ("materials") provided under this Contract, and that such services, equipment and software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party, except to the extent that such infringement or violation arises from, or could have been avoided except for;

- 1.2.1.1. The State's modifications of the material or use thereof in a manner not contemplated by the Contract;

- 1.2.1.2. The failure of the State to use any corrections or modifications made available by the Contractor without charge;

- 1.2.1.3. Information, items, instructions or specifications provided by or on behalf of the State; or

- 1.2.1.4. The use of the material in combination with any product or data not provided by the Contractor, whether or not with the Contractor's consent.

- 1.2.2. If the State's use of any such material, or any portion thereof is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, the Contractor at its option and expense, shall have the right to:

- 1.2.2.1. Procure for the client the continued use of such material;

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WARRANTY & WARRANTY SERVICE

- 1.2.2.2. Replace such material with a non-infringing material, or;
- 1.2.2.3. Modify such material so it becomes non-infringing, provided that if 1.2.2.1 or 1.2.2.2 is the option chosen by the Contractor, the replacement or modified material is capable of performing substantially the same function.

1.2.3. The foregoing provisions of Section 1.2 constitute the sole and exclusive remedy of the State and the sole and exclusive obligation of the Contractor, relating to a claim that any of the Contractor's materials infringes any patent, copyright or other intellectual property right of a third party.

1.3. VIRUSES; DESTRUCTIVE PROGRAMMING

1.3.1. The Contractor warrants that during the warranty period the Contractor Deliverables shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

1.4. COMPATIBILITY

1.4.1. The Contractor warrants that during the warranty period all Contractor deliverables, including but not limited to the components provided, including any replacement or upgraded System Software components provided by the Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

1.5. SERVICES

1.5.1. The Contractor warrants during the warranty period that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

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PART 3 - EXHIBIT K
WARRANTY & WARRANTY SERVICE

2. WARRANTY PERIOD

- 2.1. The Warranty Period shall remain in effect for ninety (90) days beyond implementation of each milestone/sprint as referenced in Exhibit A. If the contract is Amended the Warranty Period shall remain in effect for ninety (90) days beyond implementation of each amended updated milestone/sprint. This warranty period does not apply to the warranty for non-infringement, which shall remain in effect indefinitely.

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PART 3 - EXHIBIT L
TRAINING SERVICES

1. The Contractor shall provide the following Training Services.
 - 1.1. The Contractor shall follow the Analyze, Design, Develop, Implement, Evaluate (Agile-ADDIE) training design methodology.
 - 1.2. The Contractor shall develop and deliver a Train-the-Trainer (TTT) program, as well as create self-service capabilities that promote sustainable use of the system for technical, business and external users.
 - 1.3. Attachment #3 (Page 185 of response), Section D-2.2 State Personnel and Training is incorporated herein.

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PART 3 - EXHIBIT M
AGENCY RFP WITH ADDENDUMS, BY REFERENCE

1. Attachment #2, RFP-2019-043/RFP-2019-DPHS-19-DATAA, is incorporated herein.

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Exhibit M - Agency RFP with Addendums, by Reference - Part 3

Date: 4/5/19

Contractor's Initials LS

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PART 3 - EXHIBIT N
VENDOR PROPOSAL, BY REFERENCE

1. Attachment #3, Deloitte Proposal to DHHS-RFP-2019-043/RFP-2019-DPHS-19-DATAA, Data Analytics Platform for Opioid Crisis dated December 10, 2018 is hereby incorporated by reference as fully set forth herein.

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Exhibit N – Vendor Proposal, by Reference – Part 3

Date: 4/5/19

Contractor's Initials CS

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STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Data Analytics Platform for Opioid Crisis
DHHS-RFP-2019-043/RFP-2019-DPHS-19-DATAA
PART 3 - EXHIBIT O
CERTIFICATES AND ATTACHMENTS

Attached are:

1. Exhibit H Requirements – Attachment #1
2. Exhibit M Agency RFP with Addendums – Attachment #2
3. Exhibit N Vendor Proposal – Attachment #3
4. Contractor's Certificate of Good Standing
5. Contractor's Certificate of Vote/Authority
6. Contractor's Certificate of Insurance

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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 Data" means all information owned, managed, created, received, from or on behalf of, the Department of Health and Human Services (DHHS) that is protected by information security, privacy or confidentiality rules and state and federal laws in End Users' possession or control in connection with the performance of Services. This information includes but is not limited to Derivative Data, Protected Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data. For the avoidance of doubt, Personal Information, as defined in NH RSA 359-C:19, does not include business contact information, which includes name, work postal address, work telephone number, title, office name and work email address used solely for the purpose of enabling business communications pursuant to the Contract.
4. "Derivative Data" means data or information based on or created from Confidential Data.
5. "End User" means any person or entity (i.e., Contractor, Contractor's personnel, business associate, subcontractor, and other Contractor-authorized downstream user) that is engaged or employed by Contractor to perform Services on behalf of Contractor pursuant to this Contract.
6. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
7. "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.

8. "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 Data.
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 Data.

1. The Contractor must not use, disclose, maintain or transmit Confidential Data 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 as applicable to the Contractor in its performance of the Services.
2. The Contractor must not disclose any Confidential Data in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS, if legally permissible, so that DHHS has an opportunity to consent or object to the disclosure.
3. The Contractor agrees that Confidential Data or Derivative Data therefrom disclosed to an End User must only be used pursuant to the terms of this Contract.
4. The Contractor agrees Confidential Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
5. The Contractor agrees to grant access to relevant information with respect to the

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Contractor's handling of Confidential Data as well as make available appropriate personnel to discuss such information 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 Confidential Data between Contractor-controlled applications, the Contractor will first verify the Contractor's application encryption capabilities to enable 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 Confidential Data. Encrypted thumb drives may be used with written exception from DHHS Information Security.
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 wireless network unless End User employs a virtual private network (VPN) connection when remotely transmitting via an open wireless network. For the avoidance of doubt, Contractor's internal network shall not be considered 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 a non-DHHS SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. Any non-DHHS SFTP folders and sub-folders used by End User for transmitting Confidential Data and their Confidential Data will be deleted without undue delay.
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all Confidential Data must be encrypted to prevent inappropriate disclosure of information.

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III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the Confidential Data in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the Contractor must:

A. Retention

1. The Contractor agrees it will not store, transfer or process Confidential 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 provides 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 herein.
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 Contractor or End User controlled 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 whole, must have aggressive intrusion-detection and firewall protection that aligns with leading industry standards.
6. The Contractor agrees to reasonably cooperate with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure to the extent applicable to the scope of the Services.

B. Disposition

If the Contractor will maintain any Confidential Data 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 provide written confirmation to the State regarding any State of New Hampshire data destroyed by the Contractor or any subcontractors inadvertently or pursuant to this Exhibit. When no longer in use, electronic media containing State of New Hampshire Confidential 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 confirm in writing the completion of the data destruction, and will provide such written confirmation to the Department upon request. The written confirmation will include details reasonably necessary to demonstrate data has been properly

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destroyed.

1. Unless otherwise specified in the Contract and subject to Section III.B., as soon as reasonably practical after the completion or the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
2. Unless otherwise specified in the Contract and subject to Section III.B., as soon as reasonably practical after the completion or 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 Confidential Data received under this Contract, and any derivative data or files containing Confidential Data, as follows:

1. The Contractor will maintain proper security controls to protect Department Confidential Data collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department Confidential Data 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.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Confidential Data where applicable.
4. The Contractor will take steps to ensure proper security monitoring capabilities are in place designed to detect potential security events that can impact Department Confidential Data processed on Contractor-provided and Contractor-controlled systems.
5. The Contractor will provide regular security awareness and education for its personnel in support of protecting Confidential Data.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire that involves disclosing Confidential Data to a subcontractor, the Contractor will enter into a written agreement with such subcontractor that defines specific security expectations that at a minimum are substantially the same as those applicable security obligations 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.

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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 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.
10. Data Security Breach Liability. In the event of an Incident, Computer Security Incident, or Breach the Contractor shall make immediate efforts to contain the Incident/Breach, to minimize any damage or loss resulting from the Incident, Computer Security Incident, or Breach, as well as, investigate the cause(s) and promptly take measures to prevent future Incidents, Computer Security Incidents, or Breaches of a similar nature from reoccurring.
11. Contractor must, comply with all statutes and regulations regarding the privacy and security of Confidential Data applicable to Contractor in its performance of the Services, 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 Contractor in its performance of the Services, 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; in each case that are applicable to Contractor in its provision of Services under the Contract.
12. Contractor must safeguard the Confidential Data at a level consistent with the requirements applicable to Contractor in its performance of the Services. Contractor agrees to establish and maintain appropriate administrative, technical, physical, and organizational safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it.
13. Contractor agrees to maintain a documented Breach Notification and Incident Response process that complies with the requirements of this Information Security Requirements Exhibit with respect to Confidential Data.
14. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such Confidential Data to perform their official duties in connection with purposes identified in this Contract.
15. The Contractor must ensure that it requires all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Data that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this Confidential Data at all times.

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- c. ensure that Contractor-issued laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
- d. send emails containing Confidential Data only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- e. limit disclosure of the Confidential Data to the extent permitted by law.
- f. Confidential Data received under this Contract and Individually Identifiable data derived from Confidential 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 reasonably request relevant documentation with respect to Contractor's handling Confidential Data 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 DHHS's Information Security Officer, Privacy Officer, and Contracts Unit, via the email addresses provided in this Agreement, of any information security events, Computer Security Incidents, Incidents, or Breaches that adversely affects the confidentiality, integrity, or availability of Confidential Data under the control of Contractor as soon as feasible, but no more than 48 hours after the Contractor has determined that the aforementioned has occurred and that Confidential Data under the control of Contractor may have been exposed or compromised.

If a suspected or known information security event, Computer Security Incident, Incident or Breach involves Social Security Administration (SSA) provided data or Internal Revenue Services (IRS) provided Federal Tax Information (FTI) under the control of Contractor, then the Contractor must notify DHH Information Security *immediately* and without delay.

The Contractor must comply with all applicable state and federal laws relating to the

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privacy and security of Confidential Data, and safeguard the Confidential Data at the level consistent with the requirements applicable as set forth herein. 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 Confidential Data is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit.
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required to the State, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options to make such notification to DHHS in accordance with this Exhibit.

Incidents and/or Breaches that implicate PI within the Contractor's or End User's possession or control must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20(l)(c).

I. BREACH LIABILITY

Should an Incident, Computer Security Incident, or Breach be determined to have been caused by the Contractor and/or End User's failure to safeguard State of New Hampshire networks, systems or DHHS Confidential Data per this Information Security Requirements Exhibit, and/or P-37, then the State may recover from the Contractor and/or End User all costs of response and recovery from the Incident, Computer Security Incident, or Breach, including but not limited to: credit monitoring services, mailing costs, and costs associated with website and telephone call center services.

VI. CONFLICT OF TERMS

In the event of any conflict or inconsistency between other Contract provisions and the Information Security Requirements Exhibit, this Exhibit shall control and govern the rights and obligations of the parties with respect to the subject matter of this Exhibit.

VII. PERSONS TO CONTACT

- A. DHHS contact program and policy:
DHHS-Contracts@dhhs.nh.gov
(In subject line insert RFP/Contract Name and Number)
- B. DHHS contact for Information Security and Data Management issues:
DHHSInformationSecurityOffice@dhhs.nh.gov
- C. DHHS contacts for Privacy issues:
DHHSPrivacyOfficer@dhhs.nh.gov



Exhibit Q

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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- l. "Required by Law" shall have the same meaning as the term "required by law" in 45CFR 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 Part 2- Information Technology Provisions 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.



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- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Part 2 - Information Technology Provisions of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- 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.



Exhibit Q

- g. 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 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.



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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.
- e. Severability. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) i, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services

The State

Signature of Authorized Representative

LISA MORRIS

Name of Authorized Representative

DIRECTOR, DPHS

Title of Authorized Representative

4/11/19

Date

Deloitte Consulting LLP

Name of the Contractor

Signature of Authorized Representative

Gregory Spino

Name of Authorized Representative

Managing Director

Title of Authorized Representative

04/05/2019

Date



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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. 100-680, 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 GRANTEEES 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. 100-680, 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 counselling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



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

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

7 Eagle Square #301
Concord NH, 03301

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

Vendor Name: Deloitte Consulting LLP

4/5/19
Date


Name: Gregory Spino
Title: Managing Director



CERTIFICATION REGARDING LOBBYING

The Vendor 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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Deloitte Consulting LLP

4/5/19
Date


Name: Gregory Spino
Title: Managing Director



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

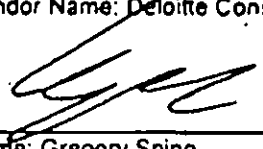
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(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.

Vendor Name: Deloitte Consulting LLP

4/5/19
Date


Name: Gregory Spino
Title: Managing Director



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

The Vendor 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:

Vendor 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

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

Vendor Initials

Exhibit R, DHHS Exhibits
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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: Deloitte Consulting LLP

4/5/19
Date



Name: Gregory Spino
Title: Managing Director

Exhibit G

Vendor Initials 

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



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 Vendor 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 Vendor 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.

Vendor Name: Deloitte Consulting LLP

4/5/19
Date


Name: Gregory Spino
Title: Managing Director



**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 Vendor 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 Vendor 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.

Vendor Name: Deloitte Consulting LLP

4/5/17
Date


Name: Gregory Spino
Title: Managing Director



FORM A

As the Vendor 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: 002563455
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO YES

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

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

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

 NO YES

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

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

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

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