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

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

Jeffrey A. Meyers
 Commissioner

Donna M. O'Leary
 Chief Information
 Officer

July 12, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Information Services, to enter into an agreement with CSG Government Solutions (Vendor #226799), 180 N. Stetson Avenue, Suite 3200, Chicago, IL 60601 to conduct a Medicaid Information Technology Architecture State Self-Assessment in an amount not to exceed \$1,052,200 effective July 19, 2017 or upon Governor and Executive Council approval, whichever is later through July 31, 2018. The source of funds is 90% Federal Funds and 10% General Funds.

Funds are available in the following account in State Fiscal Year 2018.

030-95-95-954010-1527 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS:COMMISSIONER, OFFICE OF INFORMATION SERVICES, MMIS TECHNICAL STACK UPGRADE

State Fiscal Year	Class/Object	Job Number	Class Title	Amount
2018	034-500099	95440051	Capital Projects	\$1,052,200
			Total:	\$1,052,200

EXPLANATION

The purpose of this agreement is for CSG Government Solutions to complete a Medicaid Information Technology Architecture (MITA) State Self-Assessment (MITA SS-A) of the New Hampshire Medicaid enterprise, including the Medicaid Program, the Medicaid Management Information System (MMIS), and other ancillary systems supporting New Hampshire Medicaid; and to develop a Five Year Strategic Plan. A completed MITA State Self-Assessment is a mandatory requirement for continued federal certification of the MMIS by the Centers for Medicare and Medicaid Services (CMS).

CMS intends for its MITA initiative and the State's MITA Self-Assessment to foster integrated business and information technology (IT) transformation across the different areas of focus of the Medicaid enterprise, and ultimately to improve the administration of the New Hampshire Medicaid Program. Some of the goals and objectives of the MITA initiative include:

- Improving the alignment of systems to Medicaid business processes, making them more efficient and effective, and interconnected to better meet program needs;
- Developing seamless and integrated systems that effectively communicate, achieving common Medicaid goals;
- Promoting an environment that supports flexibility, adaptability, and rapid response to changes in programs and technology;
- Providing data that is timely, accurate, usable, and easily accessible to support analysis and decision making for health care management and program administration; and
- Promoting good technical practices, including secure data exchanges.

CSG Government Solutions was selected through a competitive bid process. With the approval of CMS, New Hampshire entered into the New England MITA Collaborative, along with the states of Massachusetts and Rhode Island, and with the administrative support of the New England States Consortium of Systems Organizations (NESCSO). The objective of the MITA Collaborative was to competitively procure a vendor to complete a MITA State Self-Assessment for each of the three states at a competitive cost through the combined purchasing of the three states.

The Request for Proposals was issued from New Hampshire. Representatives from the New Hampshire Department of Health and Human Services, the Massachusetts Executive Office of Health and Human Services, and the Rhode Island Executive Office of Health and Human Services evaluated vendor-submitted proposals, and selected the winning bid from CSG Government Solutions (CSG). Each state will enter into its own contract with CSG to complete its MITA SS_A.

The agreement with CSG Government Solutions has five (5) objectives for the Medicaid Information Technology (MITA) State Self-Assessment Project:

- 1) Conduct a MITA State Self-Assessment for New Hampshire in compliance with the Centers for Medicare and Medicaid Services' requirements;
- 2) Develop with the Department, a Five Year Strategic Plan for improving the NH Medicaid Enterprise's MITA maturity levels through the MITA Roadmap;
- 3) Develop MITA-related knowledge and skills among state staff to ensure the ongoing implementation of MITA objectives, and to sustain continuous improvement across the Medicaid Management Information System;
- 4) Demonstrate the viability of collaborative projects among the State Medicaid Agencies involved in the MITA collaborative; and
- 5) Explore the possibility of future collaboration on common MITA related initiatives across state agencies as included in the agencies' MITA Roadmaps.

It is essential that the Department of Health and Human Services acquire the services of CSG Government Solutions to complete the NH MITA SS-A. New Hampshire is overdue for its completion of its MITA SS-A, without which the Department fails to comply with MMIS certification requirements from the Centers for Medicare and Medicaid Services (CMS).

Not having a completed MITA SS-A would jeopardize continued federal funding at 75% for Medicaid operations. Additionally, without a completed MITA SS-A and resulting five-year road map in place, the Department's ability to acquire CMS' approval for future NH requests for 90% enhanced federal funding for major system changes to the NH MMIS would be at risk.

Source of Funds: 90% Federal Funds (CFDA #93.778 US Department of Health and Human Services; Centers for Medicare and Medicaid Services; Medical Assistance Program; Medicaid; Title XIX , 10% General Funds.

Area served: Statewide.

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

Respectfully submitted,



Donna M. O'Leary
Chief Information Officer



Deborah H. Fournier, Esq.
Medicaid Director

Approved by:



Jeffrey A. Meyers
Commissioner



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

Self-Assessment and Related Activities
for NH, MA & RI

RFP Name

RFP-2016-OIS-01-MITA

RFP Number

Reviewer Names

Bidder Name

1. **Berry & Dunn**
2. **Cognosante**
3. **CSG Government Solutions**
4. **Health Tech Solutions**
5. **Myers & Stauffer**
6. **Public Consulting Group**
7. **0**

Pass/Fail	Maximum Points	Actual Points
	100	48.4
	100	82
	100	83.9
	100	47
	100	53.3
	100	61.8
	100	0

1. Diane Delisle (State of NH)
2. Steve Kelleher (State of NH)
3. Kerri Coons (State of NH)
4. David Whitham (State of MA)
5. Jessica Perez-Rossello (State of MA)
6. Lisa Vallier (State of MA)
7. Mario Olivirri (State of RI)
8. Christopher Smith (State of RI)
9. Thomas A. DeQuattro (State of RI)



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 6, 2017

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 CSG Government Solutions, of Chicago IL as described below and referenced as DoIT No. 2018-046.

The Department of Health and Human Services requests to enter into an agreement to conduct a Medicaid Information Technology Architecture State Self-Assessment of the New Hampshire Medicaid enterprise, including the Medicaid Program, the Medicaid Management Information System (MMIS) and other ancillary systems supporting New Hampshire Medicaid. The completed MITA State Self-Assessment is a mandatory requirement for continued federal certification of the MMIS by the Centers for Medicare and Medicaid Services (CMS).

The amount of the contract is not to exceed \$1,052,200.00, and shall become effective July 19, 2017 or upon the date of Governor and Executive Council approval, whichever is later, through July 31, 2018.

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 #2018-046

cc: Bruce Smith, IT Manager, DoIT

Subject: Consulting Services for MITA 3.0 State Self-Assessment & Related Activities (RFP-2016-OIS-MITA-01)

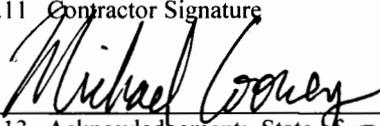
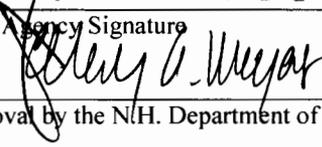
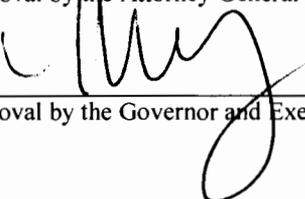
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name CSG Government Solutions		1.4 Contractor Address 180 N. Stetson, Suite 3200 Chicago, Illinois 60601	
1.5 Contractor Phone Number (312) 444-2760	1.6 Account Number 030-095-15270000	1.7 Completion Date July 31, 2018	1.8 Price Limitation \$1,052,200
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michael Cooney Chief Operating Officer	
1.13 Acknowledgement: State of <u>Illinois</u> , County of <u>Cook</u> On <u>6/22/2017</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 <u>Christina M Diaz</u> <u>7/12/19</u> <div style="display: flex; align-items: center; margin-top: 10px;"> [Seal] <div style="border: 2px solid black; padding: 5px; text-align: center;"> OFFICIAL SEAL CHRISTINA M DIAZ My Commission Expires Jul 12, 2019 </div> </div>			
1.13.2 Name and Title of Notary Public in State of <u>Illinois</u> <u>Christina Diaz, Office Manager</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Jeffrey A. Meyers, Commissioner	
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>Magna Yead - Attorney</u> <u>7/3/17</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

Contractor Initials

Date

MC
6/22/17

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.

Contractor Initials MC
Date 6/22/17

Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the Rhode Island, Massachusetts and/or New Hampshire Legislature(s) or executive office(s) or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2. The Contractor shall conduct a Medicaid Information Technology Architecture (MITA) State Self-Assessment (SS-A) using Framework 3.0 and develop a Five Year Strategic Plan for improving MITA maturity levels across the Medicaid Enterprise (Project).
- 1.3. The New England MITA Collaborative (also referenced as 'the Collaborative), includes:
 - 1.3.1. The New England States Consortium Systems Organization (NESCSO);
 - 1.3.2. The New Hampshire Department of Health & Human Services;
 - 1.3.3. The Massachusetts Executive Office of Health & Human Services; and
 - 1.3.4. The Rhode Island Executive Office of Health & Human Services.
- 1.4. For the purposes of this contract, the Collaborative has established the following objectives for the MITA 3.0 Project:
 - 1.4.1. Conduct a MITA SS-A consistent with the MITA Framework 3.0.
 - 1.4.2. Develop a Five Year Strategic Plan for improving MITA maturity levels across the Medicaid Enterprise (the "MITA Roadmap").
 - 1.4.3. Develop MITA knowledge and skills among Agency staff to ensure the ongoing implementation of MITA objectives and sustain continuous improvement across the Medicaid enterprise of each state.
 - 1.4.4. Demonstrate the viability of collaborative projects among multiple State Medicaid Agencies.
 - 1.4.5. Explore the possibility of future collaboration on common "To-Be" initiatives included in the Agencies' MITA Roadmaps.
- 1.5. The Contractor shall ensure Key Project Personnel work at the State-specified location, at a minimum during core working hours, unless otherwise agreed to by the State Project Manager.

Exhibit A

- 1.6. The Contractor shall provide laptops and phone services and the State shall provide internet and printer access.
- 1.7. The Contractor shall perform all work requiring assistance or completion from the State at the specified State location.
- 1.8. The Contractor shall host a complete set of state-specific tools for each state that includes, but is not limited to:
 - 1.8.1. TeamCSG Tracer: MITA 3.0 SS-A, which shall capture and centrally store all MITA SS-A project data. This tool shall remain available for use beyond the contract completion date with no annual software license charges per the Contractor's Software license, as outlined in Exhibit A-3. (Licensing Terms).
 - 1.8.2. TeamCSG Tracker: Project management, which shall be used to manage issues, risks and scope throughout the contract period.
 - 1.8.3. TeamCSG Project Site, which shall provide each state with a collaboration workspace for deliverables, project documentation, project calendar, and access to the TeamCSG tools, as required and defined by the Department
- 1.9. The Contractor shall conduct the SS-A and develop a MITA Roadmap which shall include MITA Framework 3.0 training for staff participating in the project as follows:

New Hampshire Department of Health and Human Services
 Massachusetts Executive Office of Health and Human Services
 Rhode Island Executive Office of Health and Human Services
 Consulting Services for MITA 3.0 State Self-Assessment & Related Activities
Exhibit A

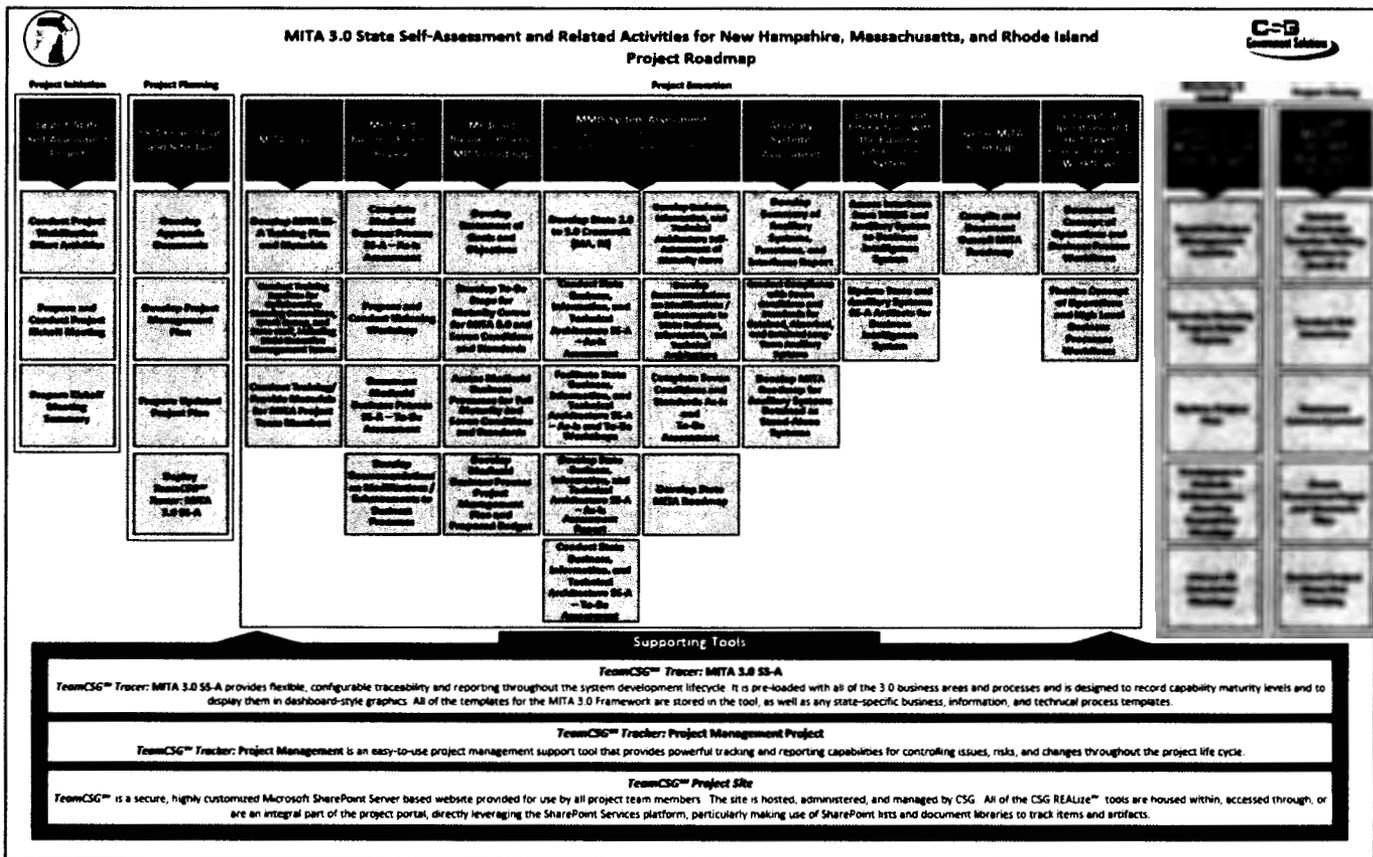


Exhibit A

2. Assessments

- 2.1. The Contractor shall conduct assessments according to:
- 2.1.1. The CMS SS-A Companion Guide, which shall inform each step.
 - 2.1.2. CMS MITA 3.0 documentation requirements to complete the SS-A.
- 2.2. The Contractor shall complete, subject to State approval, the following tasks and deliverables of the MITA Assessment Project:

Deliverable	Tasks
A. Project Management per the Project Plan	1. Kickoff Meeting 2. Updated Project Plan 3. Communication Approach 4. Knowledge Transfer Approach 5. MITA Tracking Tool for Use by the States During and After the Project 6. Issue and Risk Management Approach 7. Change Request Review and Approval Process 8. Monthly Status Reports 9. Periodic Collaborative Steering Committee meetings
B. MITA Training	10. Overall Training Plan 11. Training sessions for personnel per the State-specific Exhibit A-1 including State staff and the executive management team 12. Training/work sessions State MITA Project team members per the State-specific Exhibit A-1.
C. Medicaid Business Process Review for Mass, NH and RI State Agencies, as Appropriate	13. Evaluation of the Current As-Is Landscape 14. Recommendations on Modifications/Enhancements to Business Processes to include consideration for future CMS announcements of the Member Eligibility and Enrollment Supplement. 15. Identification of the To-Be Environment and Documentation of Findings 16. Complete Assessment of Compliance with Seven Conditions and Standards 17. Medicaid Business Process MITA Roadmap and Documentation Activities
D. MMIS System Assessment	18. The MITA 3 Self-Assessment of Maturity Levels 19. Recommendations on Modifications/Enhancements to Business Processes, including Interfaces and Ancillary Systems 20. Business Architecture SS-A – As-Is and To Be Assessments 21. Information Architecture SS-A – As-Is and To-Be Assessments 22. Technical Architecture SS-A – As-Is and To-Be Assessments 23. Gap Analysis (As-Is to To-Be) 24. Complete Assessment of Compliance with Seven Conditions and Standards

Exhibit A

Deliverable	Tasks
	25. MITA Roadmap and Documentation of Activities
E. Ancillary Medicaid Systems Assessment	26. Summary of Ancillary Systems, Functions and Interfaces 27. Updated Information Architecture SS-A – As-Is and To-Be Assessments 28. Updated Technical Architecture SS-A – As-Is and To-Be Assessments 29. Gap Analysis (As-Is to To-Be) 30. Detailed analysis for each ancillary system, including application rationalization across all domains (i.e. business, information and technical architectures). 31. Complete Assessment of Compliance with Seven Conditions and Standards 32. MITA Roadmap and Documentation of Activities
F. Interfaces and Interactions with the BI System	33. Evaluation of the interface(s) between the MMIS system, ancillary applications to the MMIS system and the BI system to assess compliance the Seven Conditions and Standards 34. Documented analysis of business process interactions, workflows, and data-flows between the MMIS system, ancillary applications to the MMIS system and the BI and its compliance with MITA requirements 35. Recommendations on Modifications/Enhancements to Business Processes 36. Updates to the MMIS system and Ancillary Systems SS-A Artifacts
G. Overall MITA Roadmap	37. Overall MITA Roadmap (Five Year Strategic Plan)
H. Overall Concept of Operations (COO)	38. COO that includes the MMIS system, Ancillary Systems, Other Medicaid supporting applications and BI 39. High-Level Business Workflows for the MMIS system, Ancillary Systems, and BI
I. Project Close Out	40. Project Close Out and Materials Turnover

3. Project Management

- 3.1. The Contractor shall provide overall project management, including the day-to-day management of its staff. The Contractor shall:
 - 3.1.1. Coordinate with the State to align its work with the work of State staff, if any, who are involved in the project.
 - 3.1.2. Provide all administrative support for its staff and activities.
 - 3.1.3. Employ ongoing management techniques to ensure a comprehensive Project Plan is developed, executed, monitored, reported on, and maintained.

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- 3.1.4. Provide monthly project status reports and project plan updates. Payment for this deliverable is expected to be on a monthly basis over the course of the project.
- 3.2. The Contractor shall designate a Project Manager and other key personnel for each state, which shall include but are not limited to:
 - 3.2.1. Project Manager.
 - 3.2.2. Business Lead.
 - 3.2.3. IT/Data Lead.
 - 3.2.4. Training Lead.
 - 3.2.5. Technical analyst.
 - 3.2.6. Technical writer.
- 3.3. The Project Manager and appropriate staff shall work on-site as directed by each state at a designated on-site office to complete key facilitation functions, including but not limited to:
 - 3.3.1. Interviews.
 - 3.3.2. Trainings.
 - 3.3.3. Presentations.
 - 3.3.4. Status meetings.
- 3.4. The Contractor's Project Management responsibilities include, but are not limited to:
 - 3.4.1. Planning of the Project Mobilization Effort;
 - 3.4.2. Conducting a Kickoff Meeting for project team members (Contractor and State staff), internal State stakeholders, and as required, external constituencies required to help ensure the overall success of the project;
 - 3.4.3. Initial and ongoing Project Plan Development and Management including regular status reporting;
 - 3.4.4. Development and Communication of Methodology and Approach Documents; and
 - 3.4.5. Ongoing and Regular Meeting Attendance and Reporting.
- 3.5. The Contractor shall develop and submit Deliverable Expectation Documents (DEDs) for major project deliverables, which include but are not limited to an outline for each deliverable as well as preliminary draft content. The Contractor shall:
 - 3.5.1. Ensure each deliverable goes through one or more internal review before submission to the Department.

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- 3.5.2. Communicate deliverable progress to the State Project Manager throughout the deliverable creation progress, allowing a review of draft deliverables – or draft sections of draft deliverables.
- 3.5.3. Conduct deliverable walkthroughs with the client submission in order to correct any deficiencies before the formal review process begins.
- 3.6. The Contractor shall initiate the work with a mobilization effort for the first ten business days from the contract effective date, inclusive of the project kick-off event that focuses on planning, processes, and project methodology, in order to evaluate the Contractor's proposed practices, methodologies and recommendations regarding the project. The Contractor shall meet with the State and other vendors to:
 - 3.6.1. Become familiar with the MMIS system and systems ancillary to the MMIS system;
 - 3.6.2. Become familiar with the previous MITA 2.0 SS-A completed for DMH, DDS and DPH, as applicable;
 - 3.6.3. Become familiar with State strategic modernization initiatives for each State's HHS Agency Medicaid Enterprise; and
 - 3.6.4. Establish the Project team(s) that will support the assessments overall, and in each of the major SS-A project areas, which include but are not limited to:
 - 3.6.4.1. The MMIS system.
 - 3.6.4.2. Systems ancillary to the MMIS system.
 - 3.6.4.3. Updates to the previous MITA 2.0 SS-A of DMH, DDS and DPH, as applicable.
 - 3.6.4.4. Planned interactions between the MMIS system and BI.
 - 3.6.5. The Contractor shall conduct a project kickoff meeting presentation to the State. Project kick-off meeting materials shall be submitted to the State no later than 8 days prior to the kick-off meeting and shall include, but not be limited to:
 - 3.6.5.1. Project scope and schedule;
 - 3.6.5.2. Goals of the Project;
 - 3.6.5.3. Methodology, approach and tools to achieve the goals;
 - 3.6.5.4. Roles, responsibilities and team expectations;
 - 3.6.5.5. Tasks, Deliverables and significant work products; and
 - 3.6.5.6. Milestones and anticipated milestone dates.

Exhibit A

- 3.7. The Contractor shall submit an updated Project Plan, in a format agreed to by the State, to the State Project Manager for review and approval as part of the mobilization effort, which shall include but not be limited to all phases of the project including major deliverables and tasks as well as tasks and dependencies that may be outside of the Contractor's responsibility but may influence or relate to the Contractor's work and ability to complete the Contractor's tasks as planned. The Project Plan shall include but not be limited to:
- 3.7.1. A detailed Work Breakdown Structure and resource assignments for the forward-looking six-month rolling-window planning period.
 - 3.7.2. A reduced detail of Work Breakdown Structure and resource assignments for the periods beyond six months.
 - 3.7.3. Weekly updates with a more detailed view.
- 3.8. The Contractor shall participate in a planning session that results in:
- 3.8.1. A common understanding of the Project Plan has been established;
 - 3.8.2. A common vision of all Deliverables has been established; and
 - 3.8.3. Clarity on scope of overall Project and the responsibilities of the Contractor has been defined and agreed to by each State.
- 3.9. The Contractor shall formally update the Project Plan, including work breakdown structure (WBS) and schedule, and provide the updated Project Plan as part of its reporting requirements. The Contractor shall:
- 3.9.1. Ensure the level of specificity of the Project Plan, including accurate time periods for a rolling six-month period, is defined to the task, deliverable and named resource level. Forecasts must be based on the actual project performance and anticipated (or realized) downstream impacts to subsequent phases and activities.
 - 3.9.2. Ensure the Project Plan allows adequate time for the State's review, commentary, and approval on all deliverables.
 - 3.9.3. Document acceptance criteria for deliverables during the mobilization effort by the Contractor for approval by each State for each Deliverable prior to the Contractor beginning work on such Deliverable. Should the State reject the plan in part or in full or associated Deliverables in part or in full, the Contractor must correct all deficiencies and resubmit it for the State's review and approval until the State accepts the Deliverable, at no additional cost to the State. Should the Contractor determine that the State's review of Deliverables or work products impact the Contractor's ability to execute the Project in accordance with the agreed and established Project Plan, the Contractor shall notify the State promptly with a request for expedited review of Deliverables or work products. In no case shall expedited review be requested under circumstances that

Exhibit A

are within the Contractor's direct control or as they relate to Deliverables deemed deficient by the State for good reason.

- 3.10. The Contractor shall work with the State to develop approach documents that establish Project standards and provide an overall context to manage the Project life cycle. The Contractor shall develop:
 - 3.10.1. A Project communication approach document that addresses communication regarding planning, scheduling and performance reporting.
 - 3.10.2. A Project knowledge transfer approach document that provides State staff with adequate knowledge of SS-A and MITA processes including:
 - 3.10.2.1. Implications on business processes for ongoing operation and support.
 - 3.10.2.2. Knowledge transfer with a focus on future application and required updates to the SS-A.
 - 3.10.3. An issue and risk management approach document that provides a systematic methodology of identifying, analyzing, resolving, and tracking Project issues and risks.
 - 3.10.4. A Change Request review and approval approach document that provides a process for documenting, analyzing, approving and tracking scope changes for the duration of the Project, which shall result in a contract amendment.
- 3.11. The Contractor shall adhere to meeting attendance and reporting requirements that include, but are not limited to immediate reporting, weekly status meetings, monthly status reports, and the MITA Tracking Tool. The Contractor shall:
 - 3.11.1. Document meeting minutes for all meetings and distribute to designated State staff for review and approval; update minutes based on State feedback.
 - 3.11.2. Report any material project plan, scope, staffing, budgetary or risk profile changes for the Project to the State Project Manager, immediately upon becoming aware of the changes.
 - 3.11.3. Participate in weekly status meetings scheduled by the State Project Manager to discuss Project issues, which shall follow an agreed upon agenda.
 - 3.11.4. Submit an electronic monthly status report to the State, in a format agreeable to the State, on a mutually agreed upon day, which shall include relevant output from the TeamCSG Tracer: MITA 3.0 SS-A, which shall include but not be limited to:

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- 3.11.4.1. A description of the overall completion status of the Project in terms of the approved Project Plan incorporating an Earned Value Analysis for schedule and cost;
 - 3.11.4.2. Updated Project schedule;
 - 3.11.4.3. A dashboard (whose format and content has been accepted by the State) that shows (on a single page) the overall status of the project;
 - 3.11.4.4. The plans for activities scheduled for the next month;
 - 3.11.4.5. The status of any Deliverables;
 - 3.11.4.6. Time ahead or behind schedule for applicable tasks;
 - 3.11.4.7. Updated issue management report;
 - 3.11.4.8. A risk analysis of actual and perceived problems along with their suggested mitigations; and
 - 3.11.4.9. Strategic changes to the Project Plan, if any.
- 3.11.5. Provide a reporting and tracking tool that shall:
- 3.11.5.1. Be compatible with the CMS MITA spreadsheet.
 - 3.11.5.2. Have the ability to produce the federally required output.
 - 3.11.5.3. Be available for use by the States after project completion without annual software license charges to the States per the Contractor's Software License, as outlined in Appendix A-3 (Licensing Terms).
- 3.11.6. Turnover project documentation, artifacts, and other materials to the State in an electronic format, consumable by the State, using a secure delivery method, and a file structure and filing name convention approved by the State.

4. MITA Training

- 4.1. The Contractor shall provide MITA-related training to State staff on their roles in the MITA SS-A development process, which shall be delivered on a just-in-time basis to the State staff associated with each area of assessment. The Contractor shall coordinate meeting location, attendee registration, and prepare all training materials, including but not limited to a written overview, outline, goals and objectives, and handouts for participants. The Contractor shall:
- 4.1.1. Conduct concise training for State personnel, as specified in Exhibit - A1. The Contractor shall ensure the Training Lead is a shared resource who coordinates training across all three States, which shall include but not be limited to:
 - 4.1.1.1. The development of the Overall Training Plan.

Exhibit A

- 4.1.1.2. Working with the Business Lead and IT/Data Lead to develop training materials that incorporate State-specific information.
- 4.1.1.3. Scheduling and coordinating all training at the State sites.
- 4.1.2. Identify the Audience for Training by classifying State designated Subject Matter Experts (SMEs) and Stakeholders into Business and Technical Groups in order to develop the training materials, matrix and schedule.
- 4.1.3. Ensure the Training Matrix and Schedule aligns the appropriate Business and Technical training courses with the State business managers, staff roles, and MITA Project team member's roles
- 4.1.4. Provide a Training Curriculum that includes, but is not limited to an overview of the business, information, and technical architectures covered in the SS-A work plan and schedule in order to educate attendees on:
 - 4.1.4.1. MITA 3.0 terminology.
 - 4.1.4.2. The Seven Conditions and Standards (7 C&S).
 - 4.1.4.3. The requirements in the SS-A Companion Guide.
 - 4.1.4.4. Other CMS materials.
 - 4.1.4.5. The roles and responsibilities of the State staff and Contractor staff.
- 4.1.5. Provide Training Materials that include but are not limited to well-researched materials that include trainer notes, slides, and exercises in order to aid with retaining the materials that the Contractor uses consistently across the States, which shall be prepared and delivered to attendees via email in advance of the training sessions. The Contractor shall:
 - 4.1.5.1. Track Attendees by utilizing sign-in sheets and providing ongoing tracking of staff training participation for State Executives and Senior Level Managers as well as State designated Subject Matter Experts and Stakeholders.
 - 4.1.5.2. Ensure MITA 101, includes basic principles of MITA, including the SS-A components parts and use, the COO, Roadmap, and strategic plan, which shall be:
 - 4.1.5.2.1. Delivered to all targeted recipients.
 - 4.1.5.2.2. A pre-requisite for the Business and Technical specific courses.
 - 4.1.5.2.3. Provided prior to the start of the Medicaid Business Process Review Process.

Exhibit A

- 4.1.5.3. Ensure Business – MITA Business Area Principles include business area principles for the ten MITA business areas and the 7 C&S, which shall include but not be limited to:
 - 4.1.5.3.1. An overview of the 7 C&S and their information and technical architecture roles.
 - 4.1.5.3.2. Training on the information and technical capabilities matrices, scorecards, profiles.
 - 4.1.5.3.3. Discussion of the IT inventory, external entities and data flows, as applicable.
- 4.1.5.4. Ensure Information and Technical – MITA Business Area Principles include information architecture and technical architecture principles for the ten MITA business areas, including but not limited to:
 - 4.1.5.4.1. An overview of the 7 C&S and their information and technical architecture roles.
 - 4.1.5.4.2. Training on the information and technical capabilities, matrices, scorecards, profiles.
 - 4.1.5.4.3. Discussion of the IT inventory, external entities and data flows, as applicable.
- 4.2. The Contractor shall ensure State users are trained on TeamCSG Tracer: MITA 3.0 SS-A during the Project Close Out period. The Contractor shall ensure:
 - 4.2.1. Training sessions are customized based on a minimum of participants as outlined in Exhibit - A1 with:
 - 4.2.1.1. The number of state-specific MITA 101 Sessions outlined in the Contractor's Proposal, Section 3.3, MITA Training, page 8.
 - 4.2.1.2. The number of state-specific BA/TA Sessions outlined in the Contractor's Proposal, Section 3.3, MITA Training, page 8.
 - 4.2.2. Additional training sessions are scheduled as requested.

5. Medicaid Business Process Review

- 5.1. The Contractor shall conduct a Business Process Review that focuses on the breadth of the Medicaid enterprise and shall perform an extensive review and analysis of the alignment of current State Medicaid processes with the MITA 3.0 business model including the 10 business areas, 21 business categories, and 80 business processes. This includes developing a crosswalk from MITA 2.0 SS-A to MITA 3.0, as applicable. The Business Process Review forms the foundation and the comprehensive catalogue for the later system specific review and analysis. The Contractor shall:

Exhibit A

- 5.1.1. Coordinate, collect, inventory, and analyze artifacts needed for the MITA SSA. The Contractor shall:
 - 5.1.1.1. Investigate the MITA Framework Version 3.0 business, information, and technical aspects of the State's Medicaid enterprise beginning with any prior MITA SS-A work products and MITA 3.0 mapped business processes.
 - 5.1.1.2. Utilize the documentation that is stored in TeamCSGSM Tracer: MITA 3.0 SS-A, to inform the planning, scheduling, and As-Is models for the Business Process Review.
 - 5.1.1.3. Recognize State team members have day-to-day commitments supporting the daily operation of the Medicaid programs.
 - 5.1.1.4. Conduct all data gathering activities, including staff interviews, in a manner that minimizes the disruption and administrative burden on State staff.
 - 5.1.1.5. Begin to formulate a State-specific strategy based on the information gathered from interviews, existing documentation, and strategic objectives and goals.
 - 5.1.1.6. Utilize gathered data to facilitate a Visioning Workshop that brings key executive stakeholders together to set the overall direction for the MITA Assessment.
 - 5.1.1.7. Prepare materials for the workshop in advance and work with the State Project Manager to identify key executive stakeholders to participate in the Visioning Workshop, in order to inform the initial To-Be Roadmap and the COO.
- 5.1.2. Document the Medicaid Business Processes and Align with MITA 3.0 Framework. The Contractor shall:
 - 5.1.2.1. Work with State Medicaid staff, referred eligibility agency staff and staff in Rhode Island, Massachusetts and/or New Hampshire as appropriate, to document the current Medicaid business processes and align them with the 10 business areas, 21 business categories, and 80 business processes of the MITA 3.0 business architecture.
 - 5.1.2.2. Create the As-Is business process model (BPM), which expands to cover state-specific processes not covered in the MITA 3.0 BPM.
 - 5.1.2.3. Utilize Business Process Review sessions to review the BPM with SMEs, stakeholders, and to assure State experts validate the BPM.

Exhibit A

- 5.1.2.4. Update the previous MITA 2.0 BPM and review with stakeholders for validation.
- 5.1.3. Determine Level of Maturity and Complete the Scorecard. The Contractor shall:
 - 5.1.3.1. Work with State Medicaid staff to determine the As-Is level of maturity for each MITA 3.0 business process, and state specific business process.
 - 5.1.3.2. Use MITA 3.0 business capability matrices (BCM).
 - 5.1.3.3. Develop business process descriptions and BCMs for any processes not covered by the MITA 3.0 BA.
- 5.1.4. Assess Compliance and complete BA Portion of Scorecard. The Contractor shall:
 - 5.1.4.1. Work with State Medicaid and other impacted stakeholder staff to assess the degree of compliance of the 10 business areas with the 7 C&S using the 7 C&S Capability Matrix (SCM).
 - 5.1.4.2. Complete the Business Architecture portion of the As-Is 7 C&S scorecard.
 - 5.1.4.3. Utilize SS-A Business Process Review sessions to facilitate participants through the process of assessing compliance and completing the scorecards.
- 5.1.5. Develop Recommendations on Modifications/Enhancements to Business Processes. The Contractor shall develop actionable recommendations for improvement that focus on how Medicaid business areas and processes may be improved to:
 - 5.1.5.1. Be more efficient and streamlined.
 - 5.1.5.2. Eliminate redundancy.
 - 5.1.5.3. Align with the 7 C&S, including but not limited to MITA 3.0, modularity, the use of business rules, SOA, and reusability.
- 5.1.6. Document revised To-Be Business Processes and Maturity Levels. The Contractor shall utilize Business Process Review sessions to review and validate the To-Be business processes and maturity levels with SMEs and stakeholders in order to:
 - 5.1.6.1. Secure buy-in.
 - 5.1.6.2. Obtain consensus on the revised workflows for successful organizational change management.
 - 5.1.6.3. Document the revised business processes and associated workflows.

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- 5.1.6.4. Identify levels of maturity and potential timeframes.
- 5.1.6.5. Complete the To-Be Medicaid business process scorecards.
- 5.1.7. Conduct a Gap Analysis between the As-Is and To-Be views and develop a MITA Roadmap that:
 - 5.1.7.1. Proposes whether gaps could be closed.
 - 5.1.7.2. Details how gaps could be closed.
 - 5.1.7.3. Specifies when the gaps could be closed.

6. MMIS System Assessment

- 6.1. The Contractor shall collaborate with State staff and other contractors that support the Medicaid enterprise in order to complete the MMIS System Assessment. The Contractor shall:
 - 6.1.1. Complete the Business Architecture Assessment, which shall include, but is not limited to:
 - 6.1.1.1. Reviewing the results of the Medicaid Business Process Review with the MMIS system Contractor and making any necessary changes.
 - 6.1.1.2. Validating the As-Is level of maturity for each MITA 3.0 business area and business process using MITA 3.0 BPMs. The Contractor shall:
 - 6.1.1.2.1. Work with the MMIS Contractor and the State to understand the MMIS system business architecture and how individual MITA 3.0 business processes map to MMIS software modules.
 - 6.1.1.2.2. Access the user acceptance testing (UAT) environment in order to gain insight to assess the As-Is levels of maturity for each business process as measured against the BCM.
 - 6.1.1.2.3. Work with MMIS system Contractor staff to obtain an assessment of MMIS MITA 3.0 BA As-Is levels and leverage this assessment as part of the As-Is process.
 - 6.1.1.2.4. Become familiar with the operational MMIS system by accessing the user acceptance testing (UAT) environment and using the system to determine the As-Is levels of maturity for each business process as measured against the BCM.

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- 6.1.1.2.5. Obtain the MMIS system Contractor's assessment of the MMIS system MITA 3.0 BA As-Is levels and consider it part of the As-Is process.
- 6.1.1.2.6. Complete the As-Is BA scorecard
- 6.1.1.3. Organizing and executing a series of SS-A validation workshops, once information is gathered and preliminary maturity levels are assigned. The Contractor shall:
 - 6.1.1.3.1. Guide participants through the business processes and maturity levels in order to seek validation and make updates based on input.
 - 6.1.1.3.2. Guide the participants to achieve consensus that the As-Is process is correctly represented and the maturity levels are appropriate.
 - 6.1.1.3.3. Facilitate the completion of the BA scorecard using all of the information gathered.
- 6.1.1.4. Developing goals and objectives for each business area and process to determine To-Be levels feasible within the constraints of the current MMIS architecture, using the results from the Visioning Workshop to shape and inform the goals and objectives to be in-line with the overall vision for the To-Be Medicaid enterprise.
- 6.1.1.5. Developing the gap analysis to:
 - 6.1.1.5.1. Determine target levels for the various business areas.
 - 6.1.1.5.2. Summarize the development work necessary to reach those levels.
 - 6.1.1.5.3. Estimate the high-level costs for this work.
 - 6.1.1.5.4. Assess the cost-effectiveness and feasibility of the proposed changes.
- 6.1.1.6. Identifying the To-Be levels of maturity and timeframes, and completing the To-Be BA scorecard with the As-Is and To-Be levels on the business architecture profile.
- 6.1.2. Complete the Information Architecture (IA) Assessment, which shall include but not be limited to, planning and facilitating joint information and Technical Architecture MITA SS-A Workshops to capture the SMEs' view of the current and future State Medicaid Enterprise. The Contractor shall:

Exhibit A

- 6.1.2.1. Capture the State Medicaid enterprise information and technical priorities, objectives, and relevant constraints in the current Medicaid environment for each business area.
- 6.1.2.2. Organize workshops by MITA 3.0 business areas to minimize the impact to stakeholder time, by ensuring:
 - 6.1.2.2.1. Each workshop reviews the shared data associated with each business process and information capability matrix, identifying similarities and differences in current operation and MITA Framework alignment.
 - 6.1.2.2.2. Participants evaluate each of the four information capabilities: Data Management Strategy (DMS), Conceptual Data Model (CDM), Logical Data Model (LDM), and Data Standards.
 - 6.1.2.2.3. SMEs develop information capability matrices for the SS-A. CSG assesses the Technical Architecture and the 7 C&S during the IA workshops.
- 6.1.2.3. Evaluate the As-Is Information Architecture (IA) environment in partnership with State stakeholders, to ensure each of the ten business areas are evaluated using the MITA 3.0 BPM and information capability matrices (ICMs) including the DMS, CDM, LDM, and Data Standards.
- 6.1.2.4. Develop or obtain the As-Is CDM for functions, inputs, and outputs of each of the business areas working closely with the MMIS Contractor, in order to document the As-Is DMS, CDM, LDM, and Data Standards.
- 6.1.2.5. Complete the As-Is IA scorecard.
- 6.1.2.6. Evaluate the data identified in the business processes and, working closely with IA stakeholders, assign a level of maturity for each business area and completes the IA scorecard, as well as validate the levels with the IA Workshop participants.
- 6.1.2.7. Focus the discussion on how data management may advance to higher maturity levels for each of the four information capabilities to assign realistic To-Be maturity targets for each business area.
- 6.1.2.8. Develop a Gap Analysis to determine the work necessary to attain those maturity levels, and estimates high-level costs associated with moving up the maturity continuum, including prioritizing based on cost-effectiveness of the desired outcome

Exhibit A

and the complexity of the work necessary to achieve the outcome, which is a critical component and provides input into the overall MITA Roadmap as initiatives are sequenced based on providing the most cost-effective alignment with stated goals and objectives.

- 6.1.3. Complete a Technical Architecture (TA) Assessment, using the MITA 3.0 BPM and technical capability matrices (TCMs), which shall include, but is not limited to:
 - 6.1.3.1. TA and IA MITA SS-A workshops that are:
 - 6.1.3.1.1. Facilitated together in order to capture participants' views of current and future use of technology in the Medicaid Enterprise based on the MITA 3.0 BPM and technical capability matrices (TCMs).
 - 6.1.3.1.2. Designed to review the As-Is and To-Be TA environment from the perspectives of technical management strategy, business services, technical services, application architecture, and the 7 C&S.
 - 6.1.3.2. Gathering evidence to support and working with SME's to assign TA Maturity Levels. The Contractor shall:
 - 6.1.3.2.1. Take an inventory of As-Is and To-Be supporting evidence in order to assemble, update, or create the TA SS-A.
 - 6.1.3.2.2. Assign and enter the level of maturity for As-Is and To-Be on the TA Scorecard.
 - 6.1.3.2.3. Roll up the TA Scorecard values into a summary of the five TA components with As-Is and To-Be maturity capability levels for each business area.
 - 6.1.3.2.4. Validate the results with the Technical SME's during the TA Workshop.
 - 6.1.3.3. Establish TA goals and objectives and develop the TA To-Be view. The Contractor shall examine the gaps between the As-Is and the To-Be TA to determine realistic TA target levels for the business areas, in order to summarize the work necessary to reach those levels, and to estimate what those costs would be.
 - 6.1.3.4. Establish TA levels of maturity, identifies timeframes, and completes the TA scorecard.

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- 6.1.4. Complete an assessment of the alignment of the MMIS System's current architectures with the 7 C&S, which shall include, but not be limited to:
- 6.1.4.1. Evaluating all MMIS areas using the 7 C&S framework as defined in the SS-A Companion Guide.
 - 6.1.4.2. Evaluating the BA, IA, and TA relative to the 7 C&S using the SCM to assess the current level of maturity, compliance and to the 7 C&S, and As-Is maturity level for each of the 7 C&S.
 - 6.1.4.3. Working with MMIS system Contractor and the State to establish goals and objectives for each business process area, relating each to the 7 C&S in order to create a To-Be vision.
 - 6.1.4.4. Developing the gap analysis by building on the 7 C&S To-Be vision, in order to determine target levels for the various business areas, summarize the development work necessary to reach those levels, estimate the high-level costs for this work.
 - 6.1.4.5. Working with the State stakeholders to assess the cost-effectiveness and feasibility of the proposed changes.
 - 6.1.4.6. Completing the 7 C&S Scorecard, including the As-Is and To-Be evaluation results for each 7 C&S capability.
- 6.1.5. Complete the MMIS NH-Specific MITA Roadmap that addresses goals and objectives as well as key activities and milestones to achieve the To-Be vision. The MITA Roadmap demonstrates how States plan on improving the MMIS MITA maturity over the five-year period and its anticipated timing for full MITA maturity and full compliance with the 7 C&S. The Contractor shall:
- 6.1.5.1. Work with the State and MMIS system Contractor to develop a robust alternatives analysis to assess whether, how, when and at what cost the MMIS could be modified to reach full maturity according to the maturity curves for MITA 3.0 and the 7 C&S, and by using the results of the initial executive Visioning Workshop to inform and shape the MMIS MITA Roadmap, which assures a sequencing plan that considers cost, benefit, schedule, and risk.
 - 6.1.5.2. Ensure the MITA Roadmap outlines strategies for achievement of the goals and objectives developed during the MITA Business Review, the MITA Business Assessment, the IA/TA Assessments, and the 7 C&S assessment, resulting in the MITA Roadmap becoming the State's living document to communicate the plans for progressing toward greater MITA

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maturity and compliance with the 7 C&S for the State's MMIS system.

7. Ancillary Medicaid Systems Assessment

- 7.1. The Contractor shall evaluate how each ancillary Medicaid application (as identified in Exhibit A-1, plus up to two (2) as of yet specified ancillary systems) is used for the Medicaid program to determine if it should be modernized (brought into compliance with the 7 C&S), replaced, or retired. The Contractor shall:
 - 7.1.1. Review and compile ancillary system documentation including referred eligibility agency systems that serve the Medicaid population.
 - 7.1.2. Interview State SME's responsible for each ancillary system in order to
 - 7.1.2.1. Obtain an understanding of the technical architecture, including the viability, usefulness, compliance with 7 C&S.
 - 7.1.2.2. Determine if it should be replaced, retired, or further developed to bring in alignment with the 7 C&S.
 - 7.1.3. Collaborate with SMEs to leverage existing knowledge and documentation to assemble an accurate and impartial assessment of the ancillary systems.
- 7.2. The Contractor shall assess applications as specified in Exhibit A-1, Ancillary Systems.
- 7.3. The Contractor shall conduct an application rationalization and analysis, which shall include a detailed business, operational, security, licensing, and technical fit of each application in support of the current program, business process and technical requirements with justification and Roadmap for each application, to determine whether:
 - 7.3.1. The application and functions are no longer needed;
 - 7.3.2. The duplication of processing/functionality exists between ancillary systems and/or the core MMIS system;
 - 7.3.3. The application can be retired, but the functions are still required and will be provided in the MMIS system, BI, etc. The Contractor shall provide a detailed justification that describes, at a high level, how the functions will be addressed in the identified system; or
 - 7.3.4. The application and functions are still required. The Contractor shall:
 - 7.3.4.1. Perform an SS-A and gap analysis.
 - 7.3.4.2. Provide recommendations to bring the application into alignment with the 7 C&S.
- 7.4. The Contractor shall ensure each analysis includes:

Exhibit A

- 7.4.1. A detailed business, operational, security, licensing, and technical fit of each application in support of the current program, business process, and technical requirements;
- 7.4.2. Justification for findings/recommendations; and
- 7.4.3. A Roadmap for each application retained, which addresses:
 - 7.4.3.1. Strategies for achieving goals.
 - 7.4.3.2. Objectives developed during ancillary system review.
 - 7.4.3.3. Key activities and milestones to achieve the To-Be vision.
- 7.5. The Contractor shall ensure the Ancillary Systems MITA Roadmap:
 - 7.5.1. Aligns ancillary systems with MITA Processes.
 - 7.5.2. Provides a transition plan for the ancillary systems retained as stand-alone systems.
 - 7.5.3. Demonstrates how States plan to improve the stand-alone systems MITA maturity over the five-year period, anticipated timing for full MITA maturity, and full compliance with the 7 C&S.
 - 7.5.4. Includes a sequencing plan that considers benefit, schedule, and risk, for moving the stand-alone systems up the maturity curve.
- 7.6. The Contractor shall update the ancillary system SS-A Technical Assessment (including Information Architecture (IA) and Technical Architecture (TA), that was previously completed for DMH, DDS and DPH, as applicable.

8. Interfaces and Interactions with the Business Intelligence System – BI

- 8.1. The Contractor shall collaborate with the State and its Contractors to complete an assessment of interfaces and interactions required between the MMIS system, ancillary applications to the MMIS system and the Business Intelligence (BI) system. The Contractor shall:
 - 8.1.1. Evaluate interface(s) between the MMIS system, ancillary applications to the MMIS system and other Medicaid supporting applications and the BI system to assess compliance with the interoperability condition of the 7 C&S;
 - 8.1.2. Analyze business process interactions, workflows, and data-flows between the MMIS system, ancillary applications to the MMIS system and the BI to assess their compliance with MITA 3.0. This includes, but is not limited to determining adequacy of data exchanges, whether the exchange is timely, if the transfer of data is appropriate, and if the method of transition satisfies each State's needs;
 - 8.1.3. Augment the MMIS system BPM as necessary to capture business process additions and modifications that may be necessary; and

Exhibit A

- 8.2. The Contractor shall update the MMIS system SS-A artifacts to reflect the results of Sections 8.1.1 through 8.1.3.

9. Overall MITA Roadmap

- 9.1. The Contractor shall develop an overall MITA Roadmap in conjunction with the MMIS system contractor, BI contractor and other state staff and contractors associated with ancillary applications.
- 9.2. The Contractor shall incorporate the MMIS Assessment Roadmap, the Ancillary Systems Roadmap, and the Roadmap for the remaining Medicaid Enterprise into one comprehensive document in order to improve MITA maturity over the five-year period and determine anticipated timing for full MITA maturity and full compliance with the 7 C&S. The Contractor shall:
- 9.2.1. Collaborate with State staff, MMIS system Contractor and the BI Contractor, to develop a sequencing plan that considers benefit, schedule, and risk. The Contractor shall ensure the Roadmap:
- 9.2.1.1. Supports state business architecture, conforms to the CMS BPM and COO, and identifies any differences that exist.
- 9.2.1.2. Outlines the strategies for achievement of the goals and objectives that developed during the MITA Business Review, the MITA Business Assessment, the IA/TA Assessments, and the 7 C&S assessment.
- 9.2.2. Utilize TeamCSG Tracer: MITA 3.0 SS-A to:
- 9.2.2.1. Produce a clear, concise, actionable format that clearly outlines steps to achieve progress up the MITA maturity curve.
- 9.2.2.2. Communicate the five-year plan for progressing toward greater MITA maturity and compliance with the 7 C&S for the State Medicaid enterprise through the MITA Roadmap.
- 9.2.3. Evaluate the results of the SS-A relative to the overall Medicaid/MITA enterprise findings, and incorporate the validated information into the MITA Roadmap. The Contractor shall:
- 9.2.3.1. Develop a Roadmap that addresses the State's goals, objectives, key activities, and milestones needed in order to achieve the To-Be MITA 3.0 vision.
- 9.2.3.2. Ensure supports are established for future MMIS modernization efforts.

10. Overall Concept of Operations – COO

- 10.1. The Contractor shall create the State Concept of Operations (COO), as guided in the MITA Framework 3.0, Concept of Operations Details, in order to communicate future capabilities and identify transformation plans that will assist

Exhibit A

the State with improving business operations. The Contractor shall ensure the State COO contains:

- 10.1.1. The Vision for the Medicaid Enterprise that describes the future environment.
 - 10.1.2. Key roles describing responsibilities for major stakeholders as they are now and in the future.
 - 10.1.3. Key concepts for data exchanges between major stakeholders including industry standards, data management, and technology opportunities.
 - 10.1.4. A summary of the drivers and enablers that are transforming how the State is conducting business.
 - 10.1.5. A high-level description of As-Is operations to establish the baseline of business processes, information exchange, and technology solutions.
 - 10.1.6. A high-level description of the To-Be environment outlining the desired targets of maturity.
 - 10.1.7. A transformation plan that formulates the actions and strategies that the State conducts to define the State's visions, goals, and objectives.
- 10.2. The Contractor shall ensure the initial COO aligns with the State's visions, goals, and objectives for the appropriate MITA 3.0 Business Areas, Business Processes and Business and Technical Services. The Contractor shall:
- 10.2.1. Develop the initial COO during the Visioning Workshop with known objectives.
 - 10.2.2. Present the initial COO Report to the State Leadership team after the Visioning Workshop.
 - 10.2.3. Update the COO with information acquired during subsequent phases of the project, including additional maturity target details and information learned from completed SS-A Workshop sessions.
 - 10.2.4. Load, maintain and version all artifacts on TeamCSG throughout the project life cycle to ensure all working documents and state-approved final deliverables are stored, available on site, and readily and easily accessible to CSG and State Project team members.
 - 10.2.5. Load all state-approved deliverables onto the State's document repository using the naming convention agreed to by the State during the Mobilization Period.

11. Project Close Out

- 11.1. The Contractor shall produce all project deliverables and keep all assessment reports and other artifacts in the standard version control or configuration

Exhibit A

management tool utilized by the State. At a minimum, the Contractor shall check the artifacts into the repository at the time of delivery.

- 11.2. The Contractor shall conduct project close out activities, which shall include, but not be limited to:
 - 11.2.1. Conducting a 'lessons learned' session with the State.
 - 11.2.2. Turning over all project artifacts in an organized and acceptable electronic form within ninety (90) days after acceptance of the final Project Deliverable. Artifacts shall include, but not be limited to, all files, documents and other Project artifacts produced for use by the MITA Assessment Project.
- 11.3. The Contractor shall conduct a final knowledge transfer, which shall include but not be limited to:
 - 11.3.1. Training State staff to use the TeamCSG Tracer: MITA 3.0 SS-A to ensure the State has continued success with using the tool after project completion.
 - 11.3.2. Determining which State staff need additional training.
 - 11.3.3. Adjusting curriculum to incorporate State-specific customizations to ensure trainings meet the State's needs.
 - 11.3.4. Providing training materials to the State for reference and future use.
 - 11.3.5. Providing knowledge transfer and training to cover stakeholders that will use the four user seat licenses after the contract end-date.

12. Staffing

- 12.1. The Contractor shall ensure sufficient qualified staff to provide all contract services, which shall include, but not be limited to:
 - 12.1.1. A Training Manager, who shall ensure projects launch with consistent, high quality training for State staff.
 - 12.1.2. A Client Executive who shall provide leadership support by meeting with the project manager on a weekly basis to ensure proactive management of progress against project milestones by identifying any resource needs and managing risks and issues.
 - 12.1.3. Internal Project Performance Group that shall manage each project work schedule and collaborate with the Client Executive and Project Managers to address any anticipated resource needs.
- 12.2. The Contractor shall ensure the CSG staffing plan and hours per month include the minimum staffing and hours indicated in Exhibit A-2, Staffing & Hours. The total number of hours proposed shall remain the same and the hours per month shall roll forward to align with dates in the final project plan.

Exhibit A

- 12.3. The Contractor shall provide access to the TeamCSG Tracer: MITA 3.0 SS-A tool. The Contractor shall:
- 12.3.1. Ensure state staff has read-only access to Team CSG Tracer: MITA 3.0 SS-A during project execution.
 - 12.3.2. Provide training to designated state staff during the final knowledge transfer phase of the project.
 - 12.3.3. Provide designated state staff with full access to Team CSG Tracer: MITA 3.0 SS-A.
 - 12.3.4. Provide a no-fee license for use of the TeamCSG Tracer: MITA 3.0 SS-A, with an annual no-cost renewal option, in accordance with the license terms in Exhibit A-3, Licensing Terms.
 - 12.3.5. Ensure all project deliverables remain intact and available to the State at the completion of the project. The Contractor shall export any supporting artifacts in a Microsoft compatible format to a location specified by the State. The Contractor shall ensure data:
 - 12.3.5.1. Is provided in a well-organized manner.
 - 12.3.5.2. Is appropriately grouped by context.
 - 12.3.5.3. Uses file and document naming conventions, as agreed to by the State.
 - 12.3.5.4. Is provided in a format and on a media that can be absorbed by the State, as agreed to by the State.

13. Preliminary Project Plan

- 13.1. The Contractor shall ensure a final project plan is provided to the State no later than ten (10) business days from the contract effective date. The Contractor shall adjust the dates indicated in the preliminary project plan in Exhibit A-4 Preliminary Plan in accordance with the contract effective date.
- 13.2. The Contractor shall provide a summary of collaborative lessons learned no later than thirty (30) days prior to the contract completion date.

14. Work Hours & Project Location

14.1. Work Hours

- 14.1.1. Core working hours for state staff are between the hours of 8:00 am to 4:00 pm, with options for flex schedules that make 8:00 to 3:30 the prime period for staff availability.

14.2. Project Location

- 14.2.1. The State will provide the Contractor work space at an office located in Concord. The State requires that Key Project Personnel be located and

Exhibit A

work at the State site, unless otherwise approved by the NH Project Manager. Any work requiring assistance or completion from State staff must be performed at a State location.

15. Liquidated Damages

- 15.1. The Department and the Contractor agree that the actual damages that the Department will sustain in the event the Contractor fails to maintain the required performance standards throughout the life of the contract will be uncertain in amount and difficult and impracticable to determine.
- 15.2. The Contractor acknowledges and agrees that any failure to achieve required performance levels by the Contractor will more than likely substantially delay and disrupt the Department's operations. Therefore the parties agree that liquidated damages shall be determined as part of the contract specifications.
- 15.3. Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages applicable to any given incident.
- 15.4. The Department will determine compliance and assessment of liquidated damages as often as it deems reasonably necessary to ensure required performance standards are met. Amounts due the State as liquidated damages may be deducted by the State from any fees payable to the Contractor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from the Contractor to the State.



Exhibit A-1 Ancillary Programs

1. The New Hampshire Medicaid Program is comprehensive in its coverage, serving approximately 184,000 recipients statewide. NH Medicaid provides coverage for eligible recipients for all mandatory Medicaid services for categorically needy recipients, as well as coverage for multiple optional services, including but not limited to, services provided through the following four Home and Community-Based Care (HCBC) waiver programs:
 - 1.1. HCBC CFI – Choices for Independence
 - 1.2. HCBC DD – Developmentally Disabled
 - 1.3. HCBC ABD – Acquired Brain Disorder
 - 1.4. HCBH HIS – In Home Supports for Children
2. The following supporting technologies should be included in the NH MITA SS-A:
 - 2.1. Core NH Medicaid Systems:
 - 2.1.1. NH Health Enterprise MMIS (MMIS)
 - 2.1.2. Pharmacy Benefits Management System (PBM)
 - 2.2. Supporting Ancillary Systems: (estimated 10-12 including the following)
 - 2.2.1. NH Bridges – Statewide Automated Child Welfare Information System (SACWIS)
 - 2.2.2. Options – Elderly and Adult Case Management and Claims Payment System
 - 2.2.3. Special Medical Services System (SMS)
 - 2.2.4. Electronic Health Record System for Provider Incentive Payments (EHR)
 - 2.2.5. Enterprise Data Warehouse (EDW)
 - 2.2.6. New England Child Support Enforcement System (NECSSES)
 - 2.2.7. Legal Files – Estates Recovery Tracking System
 - 2.2.8. Avatar - Client Management System at NH Hospital
 - 2.2.9. NH First – State Financial Accounting System Issues Medicaid Payments
3. To support the assessment of the eighty (80) MITA business processes and supporting technologies, the Contractor shall meet with a wide range of individuals who support the NH Medicaid enterprise including, but not limited to:
 - 3.1. Executive Leadership (for Concept of Operations and MITA Roadmap development)
 - 3.2. Medicaid Program and Operations Staff
 - 3.3. Medicaid Care Management and Premium Assistance Program Staff
 - 3.4. Waiver Program Staff



Exhibit A-1 Ancillary Programs

- 3.5. Eligibility and Enrollment and Client Services Staff
 - 3.6. Information Technology (including staff from the Department of Information Technology) and Legal Staff
 - 3.7. Systems Support Staff
 - 3.8. Program Area Staff for those programs that refer and/or serve NH Medicaid members
4. The State's best estimate of the number of people who may need to participate in one (1) or more MITA meetings is 65-80 individuals. These staff will represent a number of Offices, Divisions, and Bureaus, including but not limited to:
- 4.1. Office of the Commission
 - 4.2. Office of Improvement and Integrity
 - 4.3. Office of Medicaid, Business, and Policy
 - 4.4. Division for Children, Youth, and Families
 - 4.5. Division of Human Services
 - 4.6. Division of Public Health
 - 4.7. Bureau of Behavioral Health Services
 - 4.8. Bureau of Developmental Disability Services
 - 4.9. Bureau of Drug and Alcohol Services
 - 4.10. Bureau of Elderly and Adult Services
 - 4.11. Staff from other program areas as pertinent



Exhibit A-2, Staffing & Hours

Role	2017						2018		
	July	August	September	October	November	December	January	February	March
Project Manager	40	160	160	160	160	160	160	160	120
Business Lead/Trainer	40	160	160	160	160	160	160	160	
IT/Data Lead	40	160	160	160	160	160	160	80	
Training Lead	40	80							80
Business Analyst		160	160	160	160	160	160		
Technical Analyst		160	160	160	160	160	160		
Technical Writer		160	160	160	160	160	160		

Contractor Initials: MC
 Date: 6/22/17



Exhibit A – 3 Licensing Terms

Summary of Terms (Limited License)

The U.S. Centers for Medicare and Medicaid Services (“CMS”) State Self-Assessment (MITA SS-A) is used to report ongoing compliance by State Medicaid programs with CMS Medicaid Information Technology Architecture (“MITA”) requirements. The MITA SS-A is submitted annually to CMS. CSG Government Solutions, Inc. (“CSG”) offers a hosted software tool for the compilation and generation of certain required MITA SS-A information (“*TeamCSGSM Tracer: MITA 3.0 SS-A*”) and associated consulting services with regard to the completion of the MITA SS-A.

CSG proposes to grant State Medicaid agencies the right to access and use *TeamCSGSM Tracer: MITA 3.0 SS-A* under the following subscription terms. This document is a summary of the proposed terms of use. The terms of such Agreement will control in the case of any conflict between such terms and the terms of this summary.

1. Term.

The term of the subscription will be for a period of years to be determined by the parties.

2. Fees.

Access and use of *TeamCSGSM Tracer: MITA 3.0 SS-A* and optional MITA SS-A consulting services are included with the terms of this Contract agreement with no additional fees for access and use.

3. Services Included with Basic Fee for Access and Use of *TeamCSGSM Tracer: MITA 3.0 SS-A* (“Subscription Services”).

Subscription Services will include the use of *TeamCSGSM Tracer: MITA 3.0 SS-A*, storage and protection of data, maintenance, and basic help desk support.

Optional Services not included in the Basic Fee for Access and Use of *TeamCSGSM Tracer: MITA 3.0 SS-A* include, without limitation, future enhancements to reflect changes in applicable CMS MITA SS-A requirements, client training, customization of *TeamCSGSM Tracer: MITA 3.0 SS-A* for client-specific requirements (other than current client-specific customizations as of the date of the Agreement), consulting or support in the gathering and entry of required data or information, consulting on ongoing MITA SS-A or related changes or requirements, and/or any other services not specifically included above.

4. Scope of *TeamCSGSM Tracer: MITA 3.0 SS-A* and Services.



TeamCSGSM Tracer: MITA 3.0 SS-A and Subscription Services are not designed or intended to generate complete MITA SS-A reports, but rather are designed and intended to compile and generate only certain information required to be included or assessed in the completed MITA SS-A. Any Services provided beyond this intended scope shall be considered Optional Services. *TeamCSGSM Tracer*: MITA 3.0 SS-A is designed and maintained to reflect current MITA SS-A requirements and current applicable client data and information, and is not designed or maintained to collect or maintain an historical record of data, inputs or MITA SS-A reports. It shall be the State's sole responsibility to maintain any additional historical records it may require.

5. Nondisclosure/Security.

Access and use of *TeamCSGSM Tracer*: MITA 3.0 SS-A is restricted to a limited number of State employees, who will be issued an individual user ID and password. Access or use of *TeamCSGSM Tracer*: MITA 3.0 SS-A shall not be transferred or given to any non-authorized employee or any consultant or third party contractor of the State. The State shall not copy or disclose any component part of *TeamCSGSM Tracer*: MITA 3.0 SS-A, including generated questions or questionnaires, data entry forms, instructions, screens or codes.

6. Ownership of TeamCSGSM Tracer: MITA 3.0 SS-A and Data.

TeamCSGSM Tracer: MITA 3.0 SS-A shall remain the sole property of CSG. Access and use of *TeamCSGSM Tracer*: MITA 3.0 SS-A shall be under a limited license. The State shall retain ownership of all data entered into *TeamCSGSM Tracer*: MITA 3.0 SS-A and of any reports generated thereby.

7. Support Desk.

Basic support for access and use of *TeamCSGSM Tracer*: MITA 3.0 SS-A will include up to 24 support desk calls or contacts during the first 12 months of the contract and 6 support desk calls annually, thereafter.

8. Limitation of Liability.

CSG shall be responsible solely for the availability, security, backup and restoration of use of *TeamCSGSM Tracer*: MITA 3.0 SS-A and any data stored in connection with it. CSG shall not be liable for any other direct or indirect losses incurred in connection with the use of *TeamCSGSM Tracer*: MITA 3.0 SS-A or CSG's services under this subscription, including, but not limited to, indirect or consequential damages, loss of funding, loss or extra cost of employee time. CSG's liability for prohibited disclosure of personal health information, or disclosure of protected personal or confidential data, or



other restricted or protected information is limited to cases where such disclosure is the direct result of CSG's performance of Subscription Services or Optional Services.

Contractor Initials: MC
Date: 6/24/17

New Hampshire Department of Health and Human Services
 Consulting Services for MITA 3.0 State Self-Assessment & Related Activities
Exhibit A-4, Preliminary Plan



ID	Task Name	Start	Finish
0	NH MITA 3.0 SS-A	Mon 7/24/17	Thu 3/22/18
1	Project Start	Mon 7/24/17	Mon 7/24/17
2	New Hampshire	Mon 7/24/17	Thu 3/22/18
3	Project Initiation	Mon 7/24/17	Tue 8/22/17
4	Project Management	Mon 7/24/17	Tue 8/22/17
5	Task #1: Kickoff Meeting	Mon 7/24/17	Tue 8/8/17
6	Prepare Kickoff Meeting Materials	Mon 7/24/17	Tue 7/25/17
7	Conduct Kickoff Meeting	Fri 8/4/17	Fri 8/4/17
8	Prepare Kickoff Meeting Summary	Mon 8/7/17	Tue 8/8/17
9	Complete: Kickoff Meeting	Tue 8/8/17	Tue 8/8/17
10	Project Mobilization Effort	Mon 7/24/17	Tue 8/22/17
11	Establish Project Team(s) to Support Overall Assessments	Mon 7/24/17	Fri 8/4/17
12	Become Familiar with State Strategic Modernization Initiatives for Each State's	Wed 8/9/17	Tue 8/22/17
13	Establish the Project team(s) that will Support the Assessments Overall	Wed 8/9/17	Tue 8/22/17
14	Completed: Project Mobilization Efforts	Tue 8/22/17	Tue 8/22/17
15	Project Planning	Mon 7/24/17	Fri 8/25/17
16	Project Management	Mon 7/24/17	Fri 8/25/17
17	Deliverable Expectation Documents	Mon 7/24/17	Fri 7/28/17
18	Develop: Deliverable Expectation Documents (DEDs)	Mon 7/24/17	Fri 7/28/17
19	CSG Quality Checkpoint: Deliverable Expectation Documents (DEDs)	Mon 7/24/17	Fri 7/28/17
20	Review with Workgroup: Deliverable Expectation Documents (DEDs)	Fri 7/28/17	Fri 7/28/17
21	Project Management Plan	Mon 7/31/17	Fri 8/25/17
22	Develop: Project Management Plan	Mon 7/31/17	Fri 8/25/17
23	Task #2: Develop: Updated Project Plan	Mon 7/31/17	Fri 8/25/17
24	Task #3: Develop: Communication Approach	Mon 7/31/17	Fri 8/25/17
25	Task #4: Develop: Knowledge Transfer Approach	Mon 7/31/17	Fri 8/25/17
26	Task #5: MITA Tracking Tool for Use by the States During and After the Project	Mon 7/31/17	Fri 8/25/17
27	Task #6: Develop: Issue and Risk Management Approach	Mon 7/31/17	Fri 8/25/17
28	Task #7: Develop: Change Request Review and Approval Process	Mon 7/31/17	Fri 8/25/17
29	Task #8: Develop: Monthly Status Report Format	Mon 7/31/17	Fri 8/25/17
30	CSG Quality Checkpoint: Project Management Plan	Mon 8/21/17	Fri 8/25/17
31	Submitted: Project Management Plan	Fri 8/25/17	Fri 8/25/17
32	Project Execution	Mon 7/31/17	Thu 3/8/18

Contractor Initials: MC
 Date: 6/22/17

New Hampshire Department of Health and Human Services
 Consulting Services for MITA 3.0 State Self-Assessment & Related Activities
Exhibit A-4, Preliminary Plan



ID	Task Name	Start	Finish
33	MITA Training	Mon 7/31/17	Mon 9/11/17
34	Task #10: Overall Training Plan	Mon 7/31/17	Fri 9/1/17
35	Conduct: Training Plan Related Activities	Mon 7/31/17	Fri 8/25/17
36	Develop: Overall Training Plan	Mon 8/7/17	Fri 9/1/17
37	CSG Quality Checkpoint: Overall Training Plan	Fri 9/1/17	Fri 9/1/17
38	Submitted: Overall Training Plan	Fri 9/1/17	Fri 9/1/17
39	Training Sessions	Mon 8/28/17	Mon 9/11/17
40	Conduct: Training Sessions	Mon 8/28/17	Mon 9/11/17
41	Task #11: Conduct: Training Sessions for Personnel, including State Staff and the Executive Man:	Mon 8/28/17	Mon 9/11/17
42	Task #12: Conduct: Training/Work Sessions with State MITA Project Team Members	Mon 8/28/17	Mon 9/11/17
43	Medicaid Business Process Review	Mon 8/28/17	Mon 10/30/17
44	Conduct: Medicaid Business Process Review Activities	Mon 8/28/17	Mon 10/30/17
45	Medicaid Business Process Review - As-Is and To-Be Workshops	Mon 8/28/17	Mon 10/30/17
46	Prepare and Conduct Medicaid Business Process Review - As-Is and To-Be Workshops	Mon 8/28/17	Mon 10/30/17
47	Task #13: Evaluation of the Current As-Is Landscape	Mon 8/28/17	Mon 10/30/17
48	Conduct: Evaluation of the Current As-Is Landscape	Mon 8/28/17	Mon 10/30/17
49	CSG Quality Checkpoint: Evaluation of the Current As-Is Landscape	Tue 10/24/17	Mon 10/30/17
50	Submitted: Evaluation of the Current As-Is Landscape	Mon 10/30/17	Mon 10/30/17
51	Task #14: Recommendations on Modifications/Enhancements to Business Processes to include consideration for future CMS announcements of the Member Eligibility and Enrollment	Mon 8/28/17	Mon 10/30/17
52	Develop: Recommendations on Modifications/Enhancements to Business Processes to include consideration for future CMS announcements of the Member Eligibility and Enrollment	Mon 8/28/17	Mon 10/30/17
53	CSG Quality Checkpoint: Recommendations on Modifications/Enhancements to Business Processes to include consideration for future CMS announcements of the Member Eligibility	Thu 10/26/17	Mon 10/30/17
54	Submitted: Recommendations on Modifications/Enhancements to Business Processes to include consideration for future CMS announcements of the Member Eligibility and	Mon 10/30/17	Mon 10/30/17
55	Task #15: Identification of the To-Be Environment and Documentation of Findings	Mon 8/28/17	Mon 10/30/17
56	Develop: Identification of the To-Be Environment and Documentation of Findings	Mon 8/28/17	Mon 10/30/17
57	CSG Quality Checkpoint: Identification of the To-Be Environment and Documentation of Finding:	Tue 10/24/17	Mon 10/30/17
58	Submitted: Identification of the To-Be Environment and Documentation of Findings	Mon 10/30/17	Mon 10/30/17
59	Task #16: Complete Assessment of Compliance with Seven Conditions and Standards	Mon 8/28/17	Mon 10/30/17
60	Conduct: Complete Assessment of Compliance with Seven Conditions and Standards	Mon 8/28/17	Mon 10/30/17
61	CSG Quality Checkpoint: Complete Assessment of Compliance with Seven Conditions and Stand:	Tue 10/24/17	Mon 10/30/17
62	Submitted: Complete Assessment of Compliance with Seven Conditions and Standards	Mon 10/30/17	Mon 10/30/17
63	Task #17: Medicaid Business Process MITA Roadmap and Documentation Activities	Mon 8/28/17	Mon 10/30/17
64	Develop: Medicaid Business Process MITA Roadmap and Documentation Activities	Mon 8/28/17	Mon 10/30/17
65	CSG Quality Checkpoint: Medicaid Business Process MITA Roadmap and Documentation Activitk	Tue 10/24/17	Mon 10/30/17

New Hampshire Department of Health and Human Services
 Consulting Services for MITA 3.0 State Self-Assessment & Related Activities
Exhibit A-4, Preliminary Plan



ID	Task Name	Start	Finish
66	Submitted: Medicaid Business Process MITA Roadmap and Documentation Activities	Mon 10/30/17	Mon 10/30/17
67	MMIS System Assessment	Tue 10/31/17	Mon 1/8/18
68	Conduct: MMIS System Assessment Activities	Tue 10/31/17	Mon 1/8/18
69	Task #18: The MITA 3.0 Self-Assessment of Maturity Levels	Tue 10/31/17	Mon 1/8/18
70	Develop: The MITA 3 Self-Assessment of Maturity Levels	Tue 10/31/17	Mon 1/8/18
71	CSG Quality Checkpoint: The MITA 3 Self-Assessment of Maturity Levels	Thu 1/4/18	Mon 1/8/18
72	Submitted: The MITA 3 Self-Assessment of Maturity Levels	Mon 1/8/18	Mon 1/8/18
73	Task #19: Recommendations on Modifications/Enhancements to Business Processes, including Interfaces and Ancillary Systems	Tue 10/31/17	Mon 1/8/18
74	Develop: Recommendations on Modifications/Enhancements to Business Processes, including Interfaces and Ancillary Systems	Tue 10/31/17	Mon 1/8/18
75	CSG Quality Checkpoint: Recommendations on Modifications/Enhancements to Business Processes, including Interfaces and Ancillary Systems	Thu 1/4/18	Mon 1/8/18
76	Submitted: Recommendations on Modifications/Enhancements to Business Processes, including Interfaces and Ancillary Systems	Mon 1/8/18	Mon 1/8/18
77	Task #20: Business Architecture SS-A – As-Is and To Be Assessments	Tue 10/31/17	Thu 12/21/17
78	Document: Business Architecture SS-A – As-Is and To Be Assessments	Tue 10/31/17	Thu 12/21/17
79	CSG Quality Checkpoint: Business Architecture SS-A – As-Is and To Be Assessments	Tue 12/19/17	Thu 12/21/17
80	Submitted: Business Architecture SS-A – As-Is and To Be Assessments	Thu 12/21/17	Thu 12/21/17
81	Task #21: Information Architecture SS-A – As-Is and To Be Assessments	Tue 10/31/17	Thu 12/21/17
82	Document: Information Architecture SS-A – As-Is and To Be Assessments	Tue 10/31/17	Thu 12/21/17
83	CSG Quality Checkpoint: Information Architecture SS-A – As-Is and To Be Assessments	Tue 12/19/17	Thu 12/21/17
84	Submitted: Information Architecture SS-A – As-Is and To Be Assessments	Thu 12/21/17	Thu 12/21/17
85	Task #22: Technical Architecture SS-A – As-Is and To Be Assessments	Tue 10/31/17	Thu 12/21/17
86	Document: Technical Architecture SS-A – As-Is and To Be Assessments	Tue 10/31/17	Thu 12/21/17
87	CSG Quality Checkpoint: Technical Architecture SS-A – As-Is and To Be Assessments	Tue 12/19/17	Thu 12/21/17
88	Submitted: Technical Architecture SS-A – As-Is and To Be Assessments	Thu 12/21/17	Thu 12/21/17
89	Task #23: Gap Analysis (As-Is to To-Be)	Fri 12/22/17	Mon 1/8/18
90	Conduct: Gap Analysis (As-Is to To-Be)	Fri 12/22/17	Mon 1/8/18
91	Develop: Gap Analysis (As-Is to To-Be) Report	Fri 12/22/17	Mon 1/8/18
92	CSG Quality Checkpoint: Gap Analysis (As-Is to To-Be)	Thu 1/4/18	Mon 1/8/18
93	Submitted: Gap Analysis (As-Is to To-Be)	Mon 1/8/18	Mon 1/8/18
94	Task #24: Complete Assessment of Compliance with Seven Conditions and Standards	Tue 10/31/17	Mon 1/8/18
95	Develop: Complete Assessment of Compliance with Seven Conditions and Standards	Tue 10/31/17	Mon 1/8/18
96	CSG Quality Checkpoint: Complete Assessment of Compliance with Seven Conditions and Standards	Thu 1/4/18	Mon 1/8/18
97	Submitted: Complete Assessment of Compliance with Seven Conditions and Standards	Mon 1/8/18	Mon 1/8/18
98	Task #25: MITA Roadmap and Documentation of Activities	Tue 10/31/17	Mon 1/8/18

Contractor Initials: MC
 Date: 6/22/17

New Hampshire Department of Health and Human Services
 Consulting Services for MITA 3.0 State Self-Assessment & Related Activities
Exhibit A-4, Preliminary Plan



ID	Task Name	Start	Finish
99	Develop: MITA Roadmap and Documentation of Activities	Tue 10/31/17	Mon 1/8/18
100	CSG Quality Checkpoint: MITA Roadmap and Documentation of Activities	Thu 1/4/18	Mon 1/8/18
101	Submitted: MITA Roadmap and Documentation of Activities	Mon 1/8/18	Mon 1/8/18
102	Ancillary Medicaid Systems Assessment	Tue 11/14/17	Wed 1/10/18
103	Conduct: Ancillary Medicaid Systems Assessment Activities	Tue 11/14/17	Wed 1/10/18
104	Task #26: Summary of Ancillary Systems, Functions and Interfaces	Tue 11/14/17	Wed 11/29/17
105	Develop: Summary of Ancillary Systems, Functions and Interfaces	Tue 11/14/17	Wed 11/29/17
106	CSG Quality Checkpoint: Summary of Ancillary Systems, Functions and Interfaces	Mon 11/27/17	Wed 11/29/17
107	Submitted: Summary of Ancillary Systems, Functions and Interfaces	Wed 11/29/17	Wed 11/29/17
108	Task #27: Detailed analysis for each ancillary system, including application rationalization across all domains (i.e. business, information and technical architectures)	Thu 11/30/17	Wed 1/10/18
109	Develop: Detailed analysis for each ancillary system, including application rationalization across all domains (i.e. business, information and technical architectures)	Thu 11/30/17	Wed 1/10/18
110	CSG Quality Checkpoint: Detailed analysis for each ancillary system, including application rationalization across all domains (i.e. business, information and technical architectures)	Mon 1/8/18	Wed 1/10/18
111	Submitted: Detailed analysis for each ancillary system, including application rationalization across all domains (i.e. business, information and technical architectures)	Wed 1/10/18	Wed 1/10/18
112	Task #28: Complete Assessment of Compliance with Seven Conditions and Standards	Thu 11/30/17	Wed 1/10/18
113	Develop: Complete Assessment of Compliance with Seven Conditions and Standards	Thu 11/30/17	Wed 1/10/18
114	CSG Quality Checkpoint: Complete Assessment of Compliance with Seven Conditions and Standards	Mon 1/8/18	Wed 1/10/18
115	Submitted: Complete Assessment of Compliance with Seven Conditions and Standards	Wed 1/10/18	Wed 1/10/18
116	Task #29: MITA Roadmap and Documentation of Activities	Tue 11/14/17	Wed 1/10/18
117	Develop: MITA Roadmap and Documentation of Activities	Tue 11/14/17	Wed 1/10/18
118	CSG Quality Checkpoint: MITA Roadmap and Documentation of Activities	Fri 1/5/18	Wed 1/10/18
119	Submitted: MITA Roadmap and Documentation of Activities	Wed 1/10/18	Wed 1/10/18
120	Interfaces and Interactions with the BI System	Fri 11/17/17	Thu 1/18/18
121	Conduct: Interfaces and Interactions with the BI System Activities	Fri 11/17/17	Thu 1/18/18
122	Task #30: Evaluation of the interface(s) between the MMIS system, ancillary applications to the MMIS system and the BI system to assess compliance the Seven Conditions and Standards	Fri 11/17/17	Mon 12/18/17
123	Develop: Evaluation of the interface(s) between the MMIS system, ancillary applications to the MMIS system and the BI system to assess compliance the Seven Conditions and Standards	Fri 11/17/17	Mon 12/18/17
124	CSG Quality Checkpoint: Evaluation of the interface(s) between the MMIS system, ancillary applications to the MMIS system and the BI system to assess compliance the Seven Conditions	Tue 12/12/17	Mon 12/18/17
125	Submitted: Evaluation of the interface(s) between the MMIS system, ancillary applications to the MMIS system and the BI system to assess compliance the Seven Conditions and	Mon 12/18/17	Mon 12/18/17
126	Task #31: Documented analysis of business process interactions, workflows, and data-flows between the MMIS system, ancillary applications to the MMIS system and the BI and its compliance with MITA requirements	Tue 12/19/17	Thu 1/18/18
127	Develop: Documented analysis of business process interactions, workflows, and data-flows between the MMIS system, ancillary applications to the MMIS system and the BI and its compliance with MITA requirements	Tue 12/19/17	Thu 1/18/18
128	CSG Quality Checkpoint: Documented analysis of business process interactions, workflows, and data-flows between the MMIS system, ancillary applications to the MMIS system and the BI and its compliance with MITA requirements	Thu 1/11/18	Thu 1/18/18
129	Submitted: Documented analysis of business process interactions, workflows, and data-flows between the MMIS system, ancillary applications to the MMIS system and the BI and its compliance with MITA requirements	Thu 1/18/18	Thu 1/18/18
130	Task #32: Recommendations on Modifications/Enhancements to Business Processes	Tue 12/19/17	Thu 1/18/18

New Hampshire Department of Health and Human Services
 Consulting Services for MITA 3.0 State Self-Assessment & Related Activities
Exhibit A-4, Preliminary Plan



ID	Task Name	Start	Finish
131	Develop: Recommendations on Modifications/Enhancements to Business Processes	Tue 12/19/17	Thu 1/18/18
132	CSG Quality Checkpoint: Recommendations on Modifications/Enhancements to Business Processes	Thu 1/11/18	Thu 1/18/18
133	Submitted: Recommendations on Modifications/Enhancements to Business Processes	Thu 1/18/18	Thu 1/18/18
134	Task #33: Updates to the MMIS system and Ancillary Systems SS-A Artifacts	Fri 11/17/17	Thu 1/18/18
135	Develop: Updates to the MMIS system and Ancillary Systems SS-A Artifacts	Fri 11/17/17	Thu 1/18/18
136	CSG Quality Checkpoint: Updates to the MMIS system and Ancillary Systems SS-A Artifacts	Thu 1/11/18	Thu 1/18/18
137	Submitted: Updates to the MMIS system and Ancillary Systems SS-A Artifacts	Thu 1/18/18	Thu 1/18/18
138	Overall MITA Roadmap	Tue 10/31/17	Thu 3/1/18
139	Task #34: Overall MITA Roadmap	Tue 10/31/17	Thu 3/1/18
140	Develop: Overall MITA Roadmap (Five Year Strategic Plan)	Tue 10/31/17	Thu 3/1/18
141	CSG Quality Checkpoint: Overall MITA Roadmap (Five Year Strategic Plan)	Fri 2/23/18	Thu 3/1/18
142	Submitted: Overall MITA Roadmap (Five Year Strategic Plan)	Thu 3/1/18	Thu 3/1/18
143	Overall Concept of Operations (COO)	Tue 9/12/17	Thu 3/8/18
144	Conduct: Overall Concept of Operations (COO) Related Activities	Tue 9/12/17	Thu 3/8/18
145	Task #35: COO that includes the MMIS system, Ancillary Systems, and BI	Tue 9/12/17	Thu 3/8/18
146	Develop: COO that includes the MMIS system, Ancillary Systems, and BI	Tue 9/12/17	Thu 3/8/18
147	CSG Quality Checkpoint: COO that includes the MMIS system, Ancillary Systems, and BI	Thu 3/8/18	Thu 3/8/18
148	Submitted: COO that includes the MMIS system, Ancillary Systems, and BI	Thu 3/8/18	Thu 3/8/18
149	Task #36: High-Level Business Workflows for the MMIS system, Ancillary Systems, and BI	Tue 9/12/17	Thu 3/8/18
150	Develop: High-Level Business Workflows for the MMIS system, Ancillary Systems, and BI	Tue 9/12/17	Thu 3/8/18
151	CSG Quality Checkpoint: High-Level Business Workflows for the MMIS system, Ancillary Systems	Fri 3/2/18	Thu 3/8/18
152	Submitted: High-Level Business Workflows for the MMIS system, Ancillary Systems, and BI	Thu 3/8/18	Thu 3/8/18
153	Project Monitoring and Control	Mon 7/24/17	Thu 3/22/18
154	Project Management Activities	Mon 7/24/17	Mon 2/26/18
155	Update Project Plan	Mon 7/24/17	Thu 3/8/18
156	Participate in Weekly Status Meetings	Mon 7/24/17	Thu 3/8/18
157	Task #8: Prepare Monthly Status Reports	Mon 7/24/17	Thu 3/22/18
158	Task #9: Participate in Periodic Collaborative Steering Committee meetings	Mon 7/24/17	Thu 3/22/18
159	Project Closing	Fri 3/9/18	Thu 3/22/18
160	Conduct: Project Closing Related Activities	Fri 3/9/18	Thu 3/22/18
161	Archive Project Materials	Fri 3/9/18	Thu 3/22/18
162	Conduct Project Closeout Meeting	Fri 3/9/18	Thu 3/22/18
163	Task #37: Conduct Materials Turnover	Fri 3/9/18	Thu 3/22/18

Contractor Initials: MC
 Date: 6/22/17



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (<https://www.cfda.gov>) #93.778 US Department of Health and Human Services; Centers for Medicare and Medicaid Services, Medical Assistance Program, Medicaid; Title XIX.
3. The Contractor shall use and apply all contract funds for authorized direct and indirect costs to provide services in Exhibit A, Scope of Services, in accordance with Exhibit B-1, Budget and Exhibit B-2, Change Request Rates.
4. Payment for services provided in accordance with Exhibit A, Scope of Services, shall be made as follows:
 - 4.1. Payments shall be made on cost reimbursement and fee-for-service basis only, for allowable costs, expenses and fees in accordance with Exhibits B-1, Budget and Exhibit B-2, Change Request Rates.
 - 4.2. Allowable costs and expenses shall include those expenses detailed in Exhibit B-1, Budget and Exhibit B-2, Change Request Rates
 - 4.3. The Contractor shall submit monthly invoices using invoice forms provided by the Department.
 - 4.4. The Contractor shall submit supporting documentation and required reports in Exhibit A, Scope of Services, that support evidence of actual expenditures, in accordance with Exhibit B-1, Budget and Exhibit B-2, Change Request Rates for the previous month by the tenth (10th) working day of the current month.
 - 4.5. The Contractor shall submit invoices for services outlined in Exhibit A, Scope of Services in accordance with budget line items in Exhibit B-1, Budget and Exhibit B-2, Budget preferably by e-mail on Department approved invoices to:

Grant Beckman, Administrator II
NH Department of Health & Human Services
Office of Business Operations, Finance
129 Pleasant Street
Concord, NH 03301
Grant.Beckman@dhhs.nh.gov

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Exhibit B

5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
6. A final payment request shall be submitted no later than forty (40) days from the Form P37, General Provisions, Contract Completion Date, Block 1.7.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

New Hampshire Department of Health and Human Services
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 Related Activities



Exhibit B – 1 Budget

Item	Deliverable	Amount
A	Project Management	\$174,500
B	MITA Training	\$24,000
C	Medicaid Business Process Review	\$306,000
D	MMIS System Assessment	\$232,000
E	Ancillary Medicaid Systems Assessment	\$83,200
F	Interfaces and Interactions with the BI System	\$55,000
G	Overall MITA Roadmap	\$50,000
H	Overall Concept of Operations (COO)	\$100,000
I	Project Close Out	\$27,500
	Total:	\$1,052,200

Contractor Initials MC
 Date 6/22/17



Exhibit B – 2 Rates Sheet & Travel Expenses

1. Rate Sheet for Change Orders

Item	Resource	Hourly Rate
A	NH Project Manager	\$189
B	NH Business Lead	\$157
C	NH IT and Data Lead	\$173
D	NH Training Lead	\$173
E	NH Business Analyst	\$141
F	NH Technical Analyst	\$181
G	NH Technical Writer	\$101

2. Travel Expenses for Change Orders

Allowable Travel Expense	Travel Documentation Necessary to Claim Expense
\$184,800	Travel costs such as airfare, lodging and meals.



SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 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.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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

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

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

Contractor Name:

6/22/17
Date

Michael Cooney
Name:
Title: Michael Cooney
Chief Operating Officer



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

Contractor Name:

6/22/17
Date

Michael Cooney
Name: Michael Cooney
Title: Chief Operating Officer

Exhibit E – Certification Regarding Lobbying

Contractor Initials

Date



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6/22/17
Date

Michael Cooney
Name:
Title: Michael Cooney
Chief Operating Officer



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

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

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

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

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

Exhibit G

Contractor Initials

MC

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

Date

6/20/17

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

6/22/17
Date

Michael Cooney
Name:

Title:
Michael Cooney
Chief Operating Officer

Exhibit G

Contractor Initials MC

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

Date 6/22/17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

6/22/17
Date/

Michael Cooney
Name:

Title: Michael Cooney
Chief Operating Officer



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

MC

6/22/17



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

MC

6/22/17



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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

MC
6/22/17



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

MC



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) 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
Jeffrey A. Meyers
 Signature of Authorized Representative
Jeffrey A. Meyers
 Name of Authorized Representative
Commissioner
 Title of Authorized Representative
7/3/17
 Date

CSG Government Solutions
 Name of the Contractor
Michael Cooney
 Signature of Authorized Representative
Michael Cooney
 Name of Authorized Representative
Chief Operating Officer
 Title of Authorized Representative
6/22/17
 Date



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

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

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

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

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

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

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

Contractor Name:

6/22/17
Date

Michael Cooney
Name:
Title: Michael Cooney
Chief Operating Officer



FORM A

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

1. The DUNS number for your entity is: 17-615-1132
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

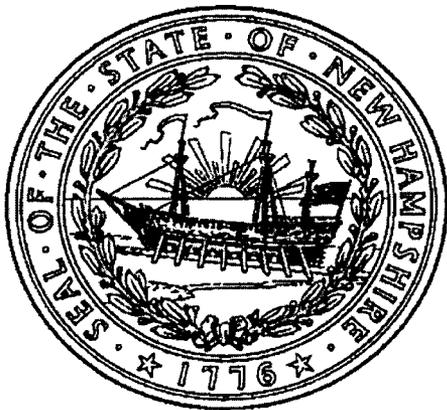
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CSG GOVERNMENT SOLUTIONS, INC. is a Illinois Profit Corporation registered to transact business in New Hampshire on April 21, 2016. 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: 742825



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.
this 1st day of May A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Kirk Swanson, do hereby certify that:

1. I am a duly elected Officer of CSG Government Solutions, Inc.

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Corporation duly held on June 21, 2017:

RESOLVED: That the Chief Operating Officer

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 22 day of June, 2017.

4. Michael Cooney is the duly elected Chief Operating Officer

of the Corporation.

Kirk Swanson

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 22nd day of June, 2017.

By Kirk Swanson

Christina M Diaz



(NOTARY SEAL)

Commission Expires: 7/12/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/21/2017

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 Arthur J. Gallagher Risk Management Services, Inc. 300 South Riverside Plaza Suite 1900 Chicago IL 60606	CONTACT NAME: Misty Ramos
	PHONE (A/C, No, Ext): 630-694-4419 FAX (A/C, No): E-MAIL ADDRESS: misty_ramos@ajg.com
INSURED CSG Government Solutions, Inc. 180 North Stetson Avenue Ste#3200 Chicago IL 60601	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Great Northern Insurance Company 20303
	INSURER B : Federal Insurance Company 20281
	INSURER C : Chubb Indemnity Insurance Company 12777
	INSURER D : Beazley USA Services, Inc.
	INSURER E : DARWIN NATL ASSUR CO 16624
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 347715584 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			36012157WCE	5/28/2017	5/28/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1773580408	5/28/2017	5/28/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ACV \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79883729	5/28/2017	5/28/2018	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71744397	5/28/2017	5/28/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D E	Technology Errors and Omissions Written on a Claims Made Basis Crime-Loss Discovered			W10A64170801 03083869	5/28/2017 5/28/2017	5/28/2018 5/28/2018	Per Claim \$5,000,000 Aggregate \$5,000,000 Per Claim \$500,000

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

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
Department of Health and Human Services
Eric Borin, Director of Contracts and Procurement
Brown Building
129 Pleasant Street
Concord NH 03301

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

AUTHORIZED REPRESENTATIVE

Patrick J. Gallagher

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