



40 14

STATE OF NEW HAMPSHIRE
FEB 11 '15 AM 8:10 DAS
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 OFFICE OF HUMAN SERVICES
 DIVISION OF CLIENT SERVICES

Nicholas A. Toumpas
 Commissioner

Carol E. Sideris
 Director

129 PLEASANT STREET, CONCORD, NH 03301
 603-271-9404 1-800-852-3345 Ext. 9404
 Fax: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

January 16, 2015

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

Sole Source

REQUESTED ACTION

Authorize the State of New Hampshire, Department of Health and Human Services, Division of Client Services to amend an existing **sole source** contract (PO# 7000896) with Deloitte Consulting LLP, 2601 Market Place, 2nd Floor, Harrisburg, PA 17110 (Vendor # 174776), by increasing the price limitation by \$4,368,000.00 from \$50,224,543.33 to an amount not to exceed \$54,592,543.33, effective February 1, 2015 or the date of Governor and Executive Council approval, whichever is later with no change in the completion date of September 30, 2016. This Agreement was originally approved by Governor and Council on October 3, 2012, Item # 36, amended on April 3, 2013, Item # 40B, amended on January 15, 2014, Item # 39, and again on April 22, 2014, Item 43A. The purpose of this contract amendment is to enhance the security of Medicaid data within the integrated eligibility domain. 90% Federal, 10% General Funds.

Funds are available in the following accounts in State Fiscal Year 2015 and are anticipated to be available in State Fiscal Year 2016 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation between State Fiscal Years without further approval from Governor and Executive Council.

05-95-45-450010-6125 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, DIRECTOR'S OFFICE

State Fiscal Year	Class/Object	Description	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2013	046-500464	Consultants	\$4,448,520.00	\$0.00	\$4,448,520.00
Sub Total			\$4,448,520.00	\$0.00	\$4,448,520.00

05-95-45-451010-7993 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS TRANSITIONAL ASSISTANCE, DIVISION OF CLIENT SERVICES, CLIENT SERVICES – DFA FIELD SVCS

State Fiscal Year	Class/Object	Description	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2014	046-500464	Consultants	\$8,842,495.00	\$0.00	\$8,842,495.00
SFY 2015	046-500464	Consultants	\$5,333,828.00	\$3,931,200.00	\$9,265,028.00
SFY 2016	046-500464	Consultants	\$927,442.00	\$0.00	\$927,442.00
Sub Total			\$15,103,765.00	\$3,931,200.00	\$19,034,965.00

05-95-49-490510-2985 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, DIVISION OF COMMUNITY BASED CARE, COMMUNITY BASED CARE SERVICES, BALANCED INCENTIVE PROGRAM BIP

State Fiscal Year	Class/Object	Description	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2015	102-500731	Contracts Prog. Svc	\$0.00	\$436,800.00	\$436,800.00

05-95-45-450030-0967 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, 11-253:1:VII-G NEW HGHTS RENEW

State Fiscal Year	Class/Object	Description	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2013	034-500099	Major IT Systems	\$6,651,302.00	\$0.00	\$6,651,302.00
SFY 2014	034-500099	Major IT Systems	\$1,181,145.00	\$0.00	\$1,181,145.00
SFY 2015	034-500099	Major IT Systems	\$523,880.00	\$0.00	\$523,880.00
SFY 2016	034-500099	Major IT Systems	\$178,122.00	\$0.00	\$178,122.00
Sub Total			\$8,534,449.00	\$0.00	\$8,534,449.00

05-95-95-950030-0977 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS COMMISSIONER, OFFICE OF THE COMMISSIONER, 11-253:1:VII-Q ACCESS FRONT DOOR

State Fiscal Year	Class/Object	Description	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2014	034-500099	Major IT Systems	\$6,070,888.00	\$0.00	\$6,070,888.00
SFY 2015	034-500099	Major IT Systems	\$7,649,112.00	\$0.00	\$7,649,112.00
Sub Total			\$13,720,000.00	\$0.00	\$13,720,000.00

05-95-45-450030-2924 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, 13-195:VII-E – NEW HEIGHTS INC

State Fiscal Year	Class/Object	Description	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2015	034-500099	Major IT Systems	\$16,397.00	\$0.00	\$16,397.00
SFY 2016	034-500099	Major IT Systems	\$7,131,779.00	\$0.00	\$7,131,779.00
SFY 2017	034-500099	Major IT Systems	\$1,269,633.33	\$0.00	\$1,269,633.33
Sub Total			\$8,417,809.33	\$0.00	\$8,417,809.33
		Total	\$50,224,543.33	\$4,368,000.00	\$54,592,543.33

EXPLANATION

This is an amendment to a **sole source** contract because it is in the best interest of the State of New Hampshire and the Department of Health and Human Services to contract with Deloitte Consulting LLP for these enhancements. Any vendor other than Deloitte would have a tremendous learning curve and the timelines do not support the lag time that would be required to bring a new team on board. The deliverables contained in this amendment are directly related to the work currently under development

in the contract; therefore it is not possible given the tight timelines and criticality of this functionality to consider another vendor.

The purpose of this contract amendment is to enhance the security of Medicaid data within the integrated eligibility domain. This includes security enhancements and monitoring services for the Security Information and Event Management (SIEM) system. In addition, DHHS is in the process of deploying enhancements impacting Medicaid including a Master Client Index, Cisco call center Integration with New HEIGHTS and self-service electronic forms. Each of these projects requires a security investment to improve overall data protections and privacy for Medicaid eligibility data.

The scope of services for this amendment includes multiple project threads that span across all of the major DHHS systems. These threads include:

- Identity Management
- Identity, phone and e-mail proofing
- Vulnerability management
- CMS MARS-E revision support
- Medicaid data exposure assessment
- Multi-system audit, logging, and monitoring SIEM
- Disaster recovery plans and testing
- Security awareness and training

Should Governor and Council determine to deny this request, the Department of Health and Human Services will not be able to retain the 90% Federal match rate for these initiatives.

Federal funding for this Amendment has been secured from the Centers for Medicare and Medicaid Services by their approval of the federally required Implementation Advanced Planning Documents submitted by the Department of Health and Human Services.

The State will be working with the vendor daily ensuring that the deliverables outlined in this contract amendment are met. Additionally, the Centers for Medicare & Medicaid Services are also working closely with both the State and the vendor to ensure timely implementation.

Geographic area served: Statewide

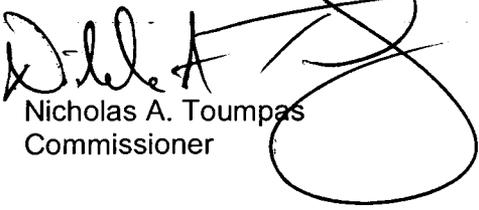
Source of Funds: 90% Federal Funds and 10% State General Funds

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

Respectfully Submitted,


Carol E. Sideris
Division of Client Services

Approved by:


Nicholas A. Toumpas
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Steven J. Kelleher
Acting Commissioner

January 15, 2015

Nicholas Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Deloitte Consulting LLP, of Pittsburgh, PA as described below and referenced as DoIT No. 2013-063D.

This is a request to amend the contract to modify the New HEIGHTS scope of work to enhance the security of Medicaid data within the integrated eligibility domain. This includes security enhancements and monitoring services for the Security Information and Event Management (SIEM) system. In addition, DHHS is in the process of deploying enhancements affecting Medicaid including a Master Client Index, Cisco call center integration with New HEIGHTS and self-service electronic forms. The amendment increases the contract funding by \$4,368,000.00 from \$50,224,543.33 to an amount not to exceed \$54,592,543.33, effective upon Governor and Executive Council approval.

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

Sincerely,

A handwritten signature in black ink that reads "Steven J. Kelleher".

Steven J. Kelleher

PCH/ltm
Contract #2013-063D

cc: Brian Earp, DHHS
Leslie Mason, DoIT

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
New HEIGHTS
Service Modernization and Incremental Renewal
Amendment 4

This 4th Amendment to the Deloitte Consulting LLP Contract (hereinafter referred to as Amendment 4) dated this 6th day of JANUARY 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or the "Department" or "DHHS") and Deloitte Consulting, Limited Liability Partnership (hereinafter "Deloitte" and/or "the Contractor") with a place of business at 1000 One PPG Place, Pittsburgh, Pennsylvania 15222-5414.

WHEREAS, pursuant to an Agreement (the Contract) approved by Governor and Executive Council, on October 3, 2012, Item #36, P.O. Number 7000896, the Contractor agrees to supply certain services upon the terms and conditions specified in the Contract and in consideration of certain sums as specified therein; and

WHEREAS, pursuant to section 17 of the General Terms, Form P-37 (1/09) the Contract may be modified or amended only by a written instrument executed by the parties thereto, and only after approved of such modification by the Governor and Executive Council; and

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

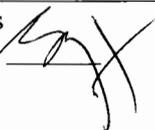
WHEREAS, this Agreement may be amended by mutual agreement of the Parties subject to formal approval by the Governor and Executive Council of the State of New Hampshire and

WHEREAS the Department wishes to amend the New HEIGHTS contract to support enhanced security, the Department and the Contractor hereby agree to amend the Scope of Work and the terms and conditions of the Contract;

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

1. Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect on February 1, 2015, or upon the approval of the Governor and Executive Council, whichever is later.
2. **General Provisions, Form P-37 (1/09)** is hereby amended as follows:
 - 2.1. Block 1.8, Price Limitation, increase by an amount not to exceed \$4,368,000 from \$50,224,543 to \$54,592,543.
 - 2.2. Block 3, "Effective Date: Completion of Services" is amended by adding the following sentences to 3.1:

"The effective date of the original contract is October 4, 2012. This Amendment, Amendment 4, is effective on the date of Governor and Executive Council approval or February 1, 2015, whichever is later.
3. **Exhibit A Contract Scope of Work** is hereby amended as follows:



- 3.1. The provisions of Contract Exhibit A: *Scope of Work*, Paragraph 1.1. *Purpose* is hereby stricken and replaced with the following:

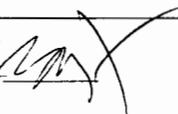
This document defines the specific services Deloitte Consulting LLP (Contractor) will provide to the State. In general, these services include enhancement of the New HEIGHTS system in support of the scope of work defined in Attachment B – New HEIGHTS Statement of Work; including the Addendum for Amendment 4 New HEIGHTS Security Enhancements Contract.

- 3.2. The provisions of Contract Exhibit A: *Scope of Work*, Paragraph 1.5.1 are amended by Inserting the following thereafter:

- Amendment 4

- Attachment B “*Attachment B – Addendum for Amendment 4 Security Enhancements Statement of Work*”
- Attachment B-1 “*Attachment B-1 – Addendum for Amendment 4 Security Enhancement Milestones*”
- And any and all other attachments and/or appendices and/or tables.

- 3.3. The provisions of Contract Exhibit A: Scope of Work Paragraphs 4. PROJECT MANAGEMENT AND RESPONSIBILITIES, 5. COMMUNICATION AND REPORTING, 6. TESTING, 7. SYSTEM DOCUMENTATION are amended by replacing each instance of “Attachment B New HEIGHTS Statement of Work” with “Attachment B New HEIGHTS Statement of Work and Attachment B – Addendum for Amendment 4 Statement of Work Security Enhancements”.



4. **Exhibit B Payment Terms** is hereby amended as follows:

4.1. Amend Exhibit B Section 1, Price, by striking:

- a) The total price for all services and facilities provided under this Agreement shall not exceed \$50,224,543.

And inserting in its place:

- a) The total price for all services and facilities provided under this Agreement shall not exceed \$54,592,543, as stated in the General Terms and Conditions, Form P-37, Section 1.8.

4.2. Amend Exhibit B Section 2(a), Terms of Payment by striking:

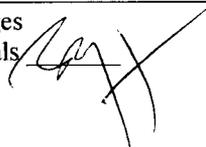
- a) This Agreement is funded with funds from the New Hampshire General Fund in the amount of \$8,302,620.33 and with federal funds made available under the following Catalog of Federal Domestic Assistance:
- CFDA #10.561, Federal Agency Department of Agriculture, Food and Nutrition Services, Program Title Food Stamp State Administration in the amount of \$1,416,974.00.
 - CFDA #93.778, Federal Agency Department of Health and Human Services, Centers for Medicare and Medicaid Services, Program Title XIX (Medicaid) in the amount of \$40,496,021.00.
 - CDFA #93.658 and #93.659, Federal Agency Department of Health and Human Services, Administration for Children and Families, Program Title IV-E Foster Care/Adoption Assistance in the amount of \$8,928.00

And inserting in its place:

- b) This Agreement is funded with funds from the New Hampshire General Fund in the amount of \$8,302,620.33 and with federal funds made available under the following Catalog of Federal Domestic Assistance:
- CFDA #10.561, Federal Agency Department of Agriculture, Food and Nutrition Services, Program Title Food Stamp State Administration in the amount of \$1,416,974.00.
 - CFDA #93.778, Federal Agency Department of Health and Human Services, Centers for Medicare and Medicaid Services, Program Title XIX (Medicaid) in the amount of \$44,427,221.00.
 - CFDA #93.778, Federal Agency Department of Health and Human Services, Centers for Medicare and Medicaid Services, Balancing Incentive Program in the amount of \$436,800.
 - CDFA #93.658 and #93.659, Federal Agency Department of Health and Human Services, Administration for Children and Families, Program Title IV-E Foster Care/Adoption Assistance in the amount of \$8,928.00

4.3. The provisions of Contract Exhibit B Section 2(b), Terms of Payment is hereby stricken and replaced with the following:

- c) The State will make payment to the Contractor for completion of milestones as defined in the New HEIGHTS Milestones included as Attachment B-1 and Attachment B-1 Addendum for Amendment 4 Security Enhancement Milestones. The schedule of payments and milestone may be modified in writing with the mutual agreement of both the State and the Contractor, provided the modifications do not exceed the total amounts of General Provisions, Form P-37 (1/09) Block 1.8, Price Limitation.



4.4. Amend Exhibit B Section 2(c), Terms of Payment by striking:

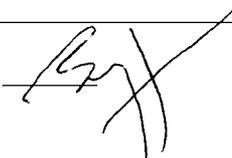
- c) A portion of the funding totaling \$50,224,543 towards this contract is budgeted and available in the following accounts for the current biennium:
 - 05-95-45-450030-0967: \$8,534,449
 - 05-95-95-950030-0977: \$13,720,000
 - 05-95-45-450010-6125: \$4,448,520
 - 05-95-45-450030-2924: \$8,417,809
 - 05-95-45-450010-7993: \$15,103,765

And inserting in its place:

- c) A portion of the funding totaling \$54,592,543 towards this contract is budgeted and available in the following accounts for the current biennium:
 - 05-95-45-450030-0967: \$8,534,449
 - 05-95-95-950030-0977: \$13,720,000
 - 05-95-45-450010-6125: \$4,448,520
 - 05-95-45-450030-2924: \$8,417,809
 - 05-95-45-450010-7993: \$19,034,965
 - 05-95-49-490510-2985: \$436,800

4.5. The provisions of Contract Exhibit B Section 2 (e), Terms of Payment is hereby stricken and replaced with the following:

- e) The Parties further agree that the invoices for Amendment 4 will contain the payment number and the services as indicated in Attachment B-1 and Attachment B-1 Addendum for Amendment 4 Security Enhancement Milestones and the Contractor has no obligation to provide details in the invoice for state and federal cost allocations.



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

State of New Hampshire
Office of Information Systems

Date 1/16/2015


William L. Baggeroer
Director

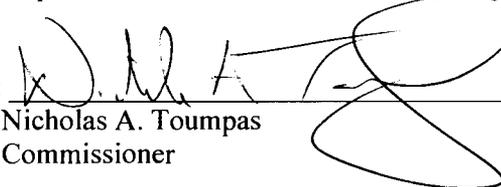
State of New Hampshire
Division of Client Services

Date 1/16/2015


Carol E. Sideris
Director

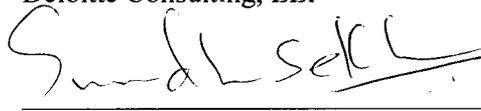
State of New Hampshire
Department of Health and Human Services

Date 1/20/2015

Approved by: 
Nicholas A. Toumpas
Commissioner

Deloitte Consulting, LLP

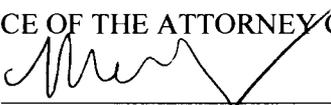
Date 1/6/2015


Sundhar Sekhar, Principal
Deloitte Consulting LLP

Initial all pages
Vendor Initials 

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

OFFICE OF THE ATTORNEY GENERAL

By:  _____

Date: 2/9/15 _____

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

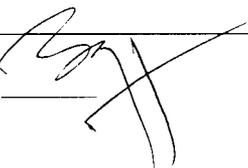
Office of the Secretary of State

By: _____

Title: _____

Date: _____

Initial all pages
Vendor Initials _____



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 a notice of registration to transact business in this state was filed by DELOITTE CONSULTING LLP, a Delaware registered limited liability partnership, on March 10, 2004. I further certify that all fees including annual fees required by the Secretary of State's office have been paid.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16th day of September, A.D. 2014

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

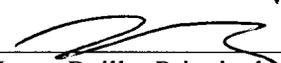
William M. Gardner
Secretary of State

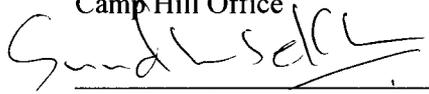
CERTIFICATE

I, Jason Reilly, Principal of Deloitte Consulting LLP, do hereby certify that:

1. I am a Principal of Deloitte Consulting LLP, a Delaware limited partnership (“Deloitte Consulting”);
2. I maintain and have custody of a copy of the Memorandum of Agreement of Deloitte Consulting and a list of the Principals of Deloitte Consulting assigned to the Camp Hill, Pennsylvania Office;
3. I am duly authorized to issue certificates with respect to Deloitte Consulting and such Principals;
4. I have attached hereto as Certificate Exhibit A, a certificate of authority setting forth the authority of a Principal of Deloitte Consulting to enter into and sign agreements in the name of and on behalf of Deloitte Consulting;
5. Sundhar Sekhar, is on the date hereof, and since 2003 has been, a Principal of Deloitte Consulting as referred to in Certificate Exhibit A attached hereto;
6. As a Principal of Deloitte Consulting, he is fully authorized on behalf of and in the name of Deloitte Consulting to enter into and take any and all actions to execute, acknowledge, and deliver the contract with the State of New Hampshire, acting through the Office of the Governor, providing for the performance by Deloitte Consulting of certain management consulting services, and any and all documents, agreements, and other instruments (and any and all amendments, revisions, and modifications thereto) as he may deem necessary, desirable, or appropriate to accomplish the same;
7. The signatures of Sundhar Sekhar, as Principal of Deloitte Consulting, affixed to any instruments or documents described in or contemplated by the preceding paragraph shall be exclusive evidence of the authority of said Principal to bind Deloitte Consulting thereby;
8. The certificate of authority of Deloitte Consulting attached as Exhibit A has not been revoked, annulled, or amended in any manner whatsoever and remains in full force and effect as of the date thereof;

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


Jason Reilly, Principal
Deloitte Consulting LLP
Camp Hill Office


Sundhar Sekhar, Principal
Deloitte Consulting LLP
Camp Hill Office

10. IN WITNESS WHEREOF, I have hereunto set my hand as Principal of the Partnership this 6th day of January, 2015.


Jason Reilly

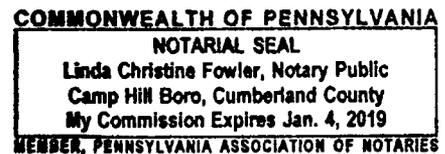
PENNSYLVANIA

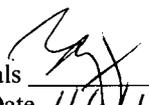
COUNTY OF CUMBERLAND

On this 6th day of January, 2015, before me, Linda Christine Fowler the undersigned officer, personally appeared Jason Reilly who acknowledged himself to be a Principal of Deloitte Consulting LLP, a Delaware limited partnership, and that he, as such Principal, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing his name thereto as Principal.

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

My Commission Expires: January 4, 2019 Linda Christine Fowler
Notary Republic



Contractor Initials 

Date 1/9/15

CERTIFICATE EXHIBIT A

I, SUNDHAR SEKHAR, DO HEREBY CERTIFY THAT:

1. I am a Principal of Deloitte Consulting LLP, a Delaware limited partnership ("Deloitte Consulting").
2. I have custody of a copy of the Memorandum of Agreement of Deloitte Consulting and a list of Principals of Deloitte Consulting assigned to its Camp Hill, Pennsylvania office.
3. Principals of Deloitte Consulting are fully authorized by the Memorandum of Agreement of Deloitte Consulting to enter into and to take any and all actions on behalf of and in the name of Deloitte Consulting to execute, acknowledge, and deliver contracts providing for the performance by Deloitte Consulting of management consulting services, and any and all documents, agreements, and other instruments (and any and all amendments, revisions, and modifications thereto) as may be necessary, desirable, or appropriate to accomplish the same.
4. Deloitte Consulting LLP has no company seal.
5. I am duly authorized to issue this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand as a Principal of Deloitte Consulting LLP this 6th day of January, 2015.


Sundhar Sekhar

PENNSYLVANIA

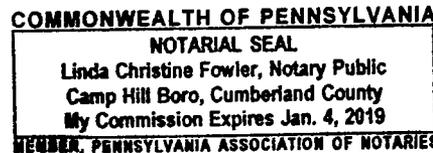
COUNTY OF CUMBERLAND

On this 6th day of January, 2015, before me, Linda Christine Fowler, the undersigned officer, personally appeared Sundhar Sekhar who acknowledged himself to be a Principal of Deloitte Consulting LLP, a Delaware limited partnership, and that he, as such Principal, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing his name thereto as Principal.

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

My Commission Expires: January 4, 2019


Notary Republic



Contractor Initials

Date 1/6/15



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/16/2014

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

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

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 709965-\$25M-14-15	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED Deloitte LLP Deloitte & Touche LLP Deloitte Consulting LLP Deloitte Tax LLP, Deloitte Financial Advisory Services LLP Ten Westport Road Wilton, CT 06897-0820	INSURER A: National Union Fire Ins Co Pittsburgh PA NAIC # 19445	
	INSURER B: New Hampshire Insurance Co. NAIC # 23841	
	INSURER C: The Insurance Company of the State of PA NAIC # 19429	
	INSURER D: N/A NAIC # N/A	
	INSURER E: _____	
	INSURER F: _____	

COVERAGES	CERTIFICATE NUMBER: NYC-005362029-14	REVISION NUMBER: 13
------------------	---	----------------------------

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			GL 7266969	06/01/2014	06/01/2015	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 checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA 7062846 "Auto Physical Damage" "\$500 DEDUCTIBLE COMP/COLL"	06/01/2014	06/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$: _____			49131379	06/01/2014	06/01/2015	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			WC 027527701 (AOS)	06/01/2014	06/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
C				WC 027527702 (IL,KY,NC,NH,UT,VT)	06/01/2014	06/01/2015	E.L. EACH ACCIDENT	\$ 1,000,000
C				WC 027527703 (MA,ND,OH,WA,WI,WY)	06/01/2014	06/01/2015	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
C				WC 027527704 (NJ,PA)	06/01/2014	06/01/2015	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	WORKER'S COMP			WC 027527705 (CA)	06/01/2014	06/01/2015		
C	WORKER'S COMP			WC 027527706 (AK,AZ,GA,VA)	06/01/2014	06/01/2015		

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

CERTIFICATE HOLDER State of New Hampshire Department of Information Technology Commissioner 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Robert A. Mazzaro <i>Robert A. Mazzaro</i>
---	--



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA, Inc.		NAMED INSURED Deloitte LLP Deloitte & Touche LLP Deloitte Consulting LLP Deloitte Tax LLP, Deloitte Financial Advisory Services LLP Ten Westport Road Wilton, CT 06897-0820	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

WORKER'S COMP (CONT'D)

CARRIER: ILLINOIS NATIONAL INSURANCE CO.
 POLICY NO: 027527707 (FL)
 POLICY TERM: 6/1/14 - 6/1/15

New Hampshire

Department of Health and Human Services

**Attachment B – Addendum for Amendment 4
Security Enhancements Statement of Work**

Contents

1. Introduction	4
1.1 Purpose	4
2 Medicaid System Security Enhancement Scope	4
2.1 Security Enhancement Projects	4
2.1.1 Identity Management (IdM) and Privileged Identity Management (PIM)	4
2.1.2 Identity, Phone and Email Proofing	15
2.1.3 Vulnerability Management	17
2.1.4 CMS MARS-E Revision Support	23
2.1.5 Medicaid data exposure assessment	26
2.1.6 New HEIGHTS Audit, Logging and Monitoring SIEM Use-case Refresh	29
2.1.7 NECSES, Bridges and Options Audit, Logging and Monitoring Use-case development and SIEM Configuration	32
2.1.8 Disaster Recovery	35
2.1.9 Security Awareness and Incident Response	39
2.1.10 Security Project Management and Quality Assurance	42
2.2 Security Monitoring and SIEM Management	42
2.2.1 Purpose	42
2.2.2 Activities	43
2.2.3 Scope	43
2.2.4 Roles and Responsibilities	44
2.2.5 Deliverables	47
2.2.6 Assumptions	47
3 Milestone Inventory	49
4 Appendix	51
4.1 Appendix 1: General Assumptions	51
4.2 Appendix 2: Monitoring Use Cases	52
4.2.1 User Activity Monitoring	52

New Hampshire Department of Health and Human Services
New HEIGHTS Security Enhancements

4.2.2	Database Activity Monitoring.....	53
4.2.3	Host Activity Monitoring.....	53
4.2.4	Application Monitoring.....	53
4.3	Appendix 3: New HEIGHTS Contacts	53
4.3.1	Report Delivery Recipients.....	53
4.3.2	SIEM Operational Support:.....	54

Initial all pages
Vendor Initials



1. Introduction

1.1 Purpose

The purpose of this contract is to enhance the security of Medicaid data within the integrated eligibility domain. This includes security enhancements and monitoring services for the Security Information and Event Management (SIEM) system. In addition, New Hampshire is in the process of deploying enhancements impacting Medicaid including a Master Client Index, Cisco call center integration with New HEIGHTS and self-service electronic forms. Each of these projects requires security investment to improve overall data protections and privacy for Medicaid eligibility data.

2 Medicaid System Security Enhancement Scope

The scope of services for Medicaid data security is comprised of multiple project threads described below:

2.1 Security Enhancement Projects

2.1.1 Identity Management (IdM) and Privileged Identity Management (PIM)

Currently user and privileged identities for the Integrated Eligibility Medicaid systems for the Department of Health and Human Services (DHHS) are managed primarily through manual, interactive processes that utilize a combination of e-mail and hard copy requests; this will be managed systematically using IBM's Identity Management (IdM) and Privileged Identity Management (PIM) solutions.

2.1.1.1 Purpose

The following table provides a high level description of the proposed IdM/PIM solution:

#	Requirement	High-Level Solution Description
1	User Account Registration <ul style="list-style-type: none">• Provide users of the in-scope applications with the ability to self-	Configure workflows within IBM's IdM solution to automate the provisioning and de-provisioning of user accounts.

Initial all pages
Vendor Initials



#	Requirement	High-Level Solution Description
	register their user account via a portal page using IdM web-services.	This will require a onetime setup of the workflow process.
2	Update User Profile <ul style="list-style-type: none"> Provide users of the in-scope applications the ability to modify selected attributes on their user account profile using IdM web-services. 	Attributes stored in RACF and Lawson HR and IdM will be synchronized to keep the back-end identity repositories in sync.
3	Self-service: Forgotten Password with New HEIGHTS provided notification service <ul style="list-style-type: none"> Provide the ability for a user to reset their forgotten password via IBM IdM web-services 	Users will be able to reset their passwords, even if they have forgotten their current password leveraging IBM IdM web-services
4	Self-service: User Password Change <ul style="list-style-type: none"> Provide the ability for users of the in-scope systems to change their password using IdM web-services. 	Users will be able to change their passwords online leveraging IBM IdM's configurable self-service features, including user password change. The solution will synchronize the modified password between IBM IdM and the in-scope applications.
5	Help-desk: User Password Reset <ul style="list-style-type: none"> The IBM IdM web-service will allow for New HEIGHTS and NH EASY to call related self-service features such as password reset. 	Help-desk will be able to leverage IBM Identity Manager's web interface to reset user passwords.
6	Automated User Account Provisioning/de-provisioning <ul style="list-style-type: none"> Automatically create user accounts in the user account repositories used by New HEIGHTS and related applications, specifically RACF. The Identity Service will remove or deactivate accounts when they are no longer needed. 	Leverage IBM IdM's out-of-the-box adapters for provisioning/de-provisioning accounts for the in-scope applications. Additionally, IBM IdM's workflows will be used to request approvals and to automate the provisioning/de-provisioning of user accounts.
7	Automated management of privileged accounts	Leverage IBM's Privileged identity Manager (PIM) to automate the privileged account lifecycle operations including creation,

Initial all pages
 Vendor Initials 

#	Requirement	High-Level Solution Description
	<ul style="list-style-type: none"> Automate the provisioning/de-provisioning of privileged system accounts Associate privileged identities to a named user for accountability of privileged actions Provide detailed audit trails for privileged account use and actions for tracking and accountability 	modification deletion, password operations and audit trails for their use.
8	Synchronize users' attributes from Lawson HR to IBM IdM directory.	Connector will be used to synchronize existing users' attributes, including passwords, from the HR system to IBM IdM directory.

2.1.1.2 *Scope*

2.1.1.2.1 Applications and systems

The applications/systems that will be covered as part of the Identity Management roll out outlined in this contract will include:

- NH EASY
 - User Population: ~49,000 open case accounts (Citizens and Providers)
 - Platforms: IBM WebSphere Application Server running on zLinux and z/OS
- New HEIGHTS
 - User Population: ~1,200 (State employees, state contractors, and privileged accounts)
 - Platforms:
 - IBM WebSphere Application Server running on zLinux and z/OS
 - RACF/LDAP
 - DB2 Database
- Cisco Client Service Center Call Center
 - User Population: ~50 (State employees)
 - Platform: Cisco
- DHHS Human Resources system (Lawson HR)

2.1.1.2.2 Processes and services

The Services to be performed include:

1. Gather requirements and design of the IdM/PIM services needed for the New HEIGHTS system:

The table below shows portal process and mapped IdM service.

User registration	Create user	IBM Tivoli Identity Manager (IBM IdM) IBM z/OS RACF
Update profile	Modify user	IBM IdM
Change password	Change password	IBM IdM
Reset password	Reset password	IBM IdM
Privileged Account Management	Create, modify, delete accounts Change, reset passwords	IBM PIM
Infrastructure Privileged Account Use	Privileged Account Check-in/Check-out	IBM PIM

a. Review and finalize requirements for providing following IdM services:

- Non-privileged accounts
 - Create user
 - Modify user
 - Change password
 - Reset password
 - Migrate users' attributes from Lawson HR and RACF to IBM IdM directory
- Privileged Accounts
 - Create account
 - Modify account

Initial all pages
 Vendor Initials 

- Delete account
 - Change password
 - Reset password
 - Privilege Account Usage
- b. Design IdM/PIM services:
- Design the following IBM IdM components:
 - i. Adapters for RACF and Lawson HR
 - ii. Roles
 - iii. Policies
 - Identify IBM IdM web-services to:
 - i. Create user
 - ii. Modify user
 - iii. Change password
 - iv. Reset password
 - Design the following IBM PIM components:
 - i. Integration between IBM IdM and IBM PIM
 - ii. Policies
- c. Gather requirements for exposing the web-services provided by IBM IdM Application Program Interfaces (APIs) to the New HEIGHTS portal for the web-services
2. Build and unit test IdM services components to support integration with New HEIGHTS.
- a. Configure IdM components per design in Test environment, including:
- Configure IBM IdM adapter to connect to RACF and LDAP servers.
 - Configure IBM IdM adapter to connect to Lawson HR.
 - Create IBM IdM policies to provision accounts.
 - Create roles and policies in IBM IdM to create users during self-registration process in New HEIGHTS.
 - Create IBM IdM policies to modify user functionality for updating security attributes (email address, phone number, postal address, security questions).

- Configure IBM IdM to provide change password and reset password functionalities using web-services.
 - b. Design and Develop connector to migrate and synchronize existing users' attributes, including passwords, from Lawson HR and RACF to IBM IdM.
 - c. Design and develop integration for IBM IdM and IBM PIM for privileged account provisioning and de-provisioning.
 - d. Design and develop privileged account policies to govern usage and auditing.
 - e. Expose IBM IDM web-services and provide details to New HEIGHTS team to call IBM IdM web-services.
 - f. Develop test harness for the IBM IdM web-services.
 - g. Develop integration guide for IBM IdM web-services.
 - h. Develop unit test and deployment validation test plans.
 - i. Perform unit testing of IdM services such as create, modify user account in RACF from IBM IDM user interface.
 - j. Document test results from test environment.
3. Deploy IdM services in Integration and Systems environments.
- a. Develop performance test scripts.
 - b. Develop performance test plan utilizing the test scripts.
 - c. Integration environment:
 - Export and configure tested IBM IdM roles and policies in the Integration environment.
 - Expose IBM IdM web-services and provide details to New HEIGHTS team to call IBM IdM web-services.
 - Deploy connector to migrate and synchronize existing users' attributes, including passwords, from Lawson HR and RACF to IBM IdM.
 - Configure integration between IBM IdM and IBM PIM for privileged account provisioning and de-provisioning.
 - Deploy the privileged account policies to govern usage and auditing.
 - Perform and document deployment test

d. Systems environment:

- Export and configure tested IBM IdM roles and policies in the Systems environment.
- Expose IBM IdM web-services and provide details to New HEIGHTS team to call IBM IdM web-services.
- Deploy connector to synchronize and migrate existing users' attributes, including passwords, from Lawson and RACF to IBM IdM.
- Deploy the integration between IBM IdM and IBM PIM for privileged account provisioning and de-provisioning.
- Deploy the privileged account policies to govern usage and auditing.
- Perform and document deployment test
- Execute the performance test plan in the Systems environment.
- Document test results in the Systems environment.
- Investigate and determine root cause for issues/errors discovered during testing.
- Remediate and fix issues discovered in the Systems environment.

4. Provide roll out support for the IdM services in Production environment:

- a. Export and configure tested IBM IdM Roles and policies in the Production environment.
- b. Expose IBM IdM web-services and provide details to New HEIGHTS team to call IBM IdM web-services.
- c. Deploy connector to migrate existing users' attributes, including passwords, from Lawson and RACF to IBM IdM.
- d. Deploy the integration between IBM IdM and IBM PIM for privileged account provisioning and de-provisioning.
- e. Deploy the privileged account policies to govern usage and auditing.
- f. Document the deployment steps.
- g. Assist the state with the deployment of the configurations to production.

2.1.1.3 Approach

The deployment of the IdM/PIM solution will be performed in a phased approach:

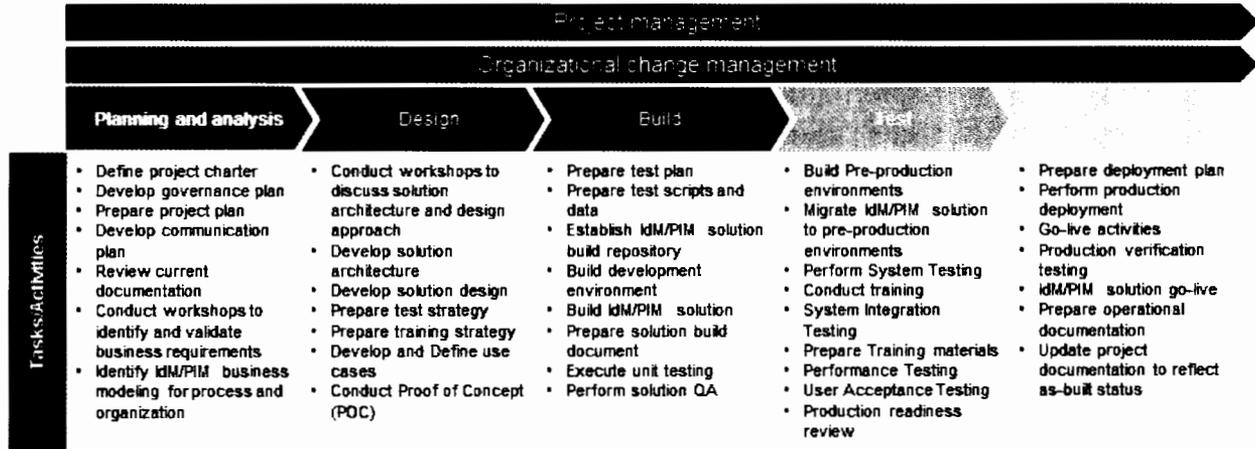


Figure 1: Identity Implementation Phases

2.1.1.4 Roles and Responsibilities

This project will require a coordinated effort between the various State organizations (i.e., DHHS and DoIT) to effectively meet the requirements in a timely manner. The table below defines the responsibilities by stakeholder group:

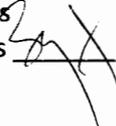
Group	Anticipated Role
<p>State of New Hampshire:</p> <ul style="list-style-type: none"> Department of Health and Human Services (DHHS) 	<ul style="list-style-type: none"> Ownership and oversight of the project Coordinate resources on the State side Review and accept deliverables Provisioning of third party software
<p>State of New Hampshire:</p> <ul style="list-style-type: none"> Department of Information Technology (DoIT) 	<ul style="list-style-type: none"> Provisioning and configuration of the hardware at the datacenter that is needed for the IdM solution Provide resources for connection and integration of identity connectors with HR Lawson and RACF using jointly agreed upon interface specifications

Initial all pages
Vendor Initials

Group	Anticipated Role
	<ul style="list-style-type: none"> ○ Provide current inventory of infrastructure privileged accounts and application privileged accounts ○ Answer questions/surveys and provide data as requested by Deloitte ○ Participate in interviews & workshops ○ Provide strategic overview of current process & procedures ○ Responsible for data feed cleansing (e.g., removal of duplicate or orphaned accounts) required for configuration with IdM solution
<p>State of New Hampshire:</p> <ul style="list-style-type: none"> ○ Systems & Communications Sciences, Inc. 	<ul style="list-style-type: none"> ○ Provide current inventory of infrastructure privileged accounts and application privileged accounts ○ Answer questions/surveys and provide data as requested by Deloitte ○ Participate in interviews & workshops ○ Provide the relevant documents as identified by the document request list (DRL) ○ Responsible for data feed cleansing (e.g., removal of duplicate or orphaned accounts) required for configuration with IdM solution ○ Configure connectivity and integration of identity connectors with RACF and other infrastructure components, as needed, within New HEIGHTS application environment

Initial all pages
 Vendor Initials

Group	Anticipated Role
<p>State of New Hampshire:</p> <ul style="list-style-type: none"> ○ Cisco Call Center vendor 	<ul style="list-style-type: none"> ○ Provide resources for connecting and integration of identity connectors with Cisco Call Center solution ○ Provide resources for Cisco call center integration services, including configuration or customization required within the Cisco system to utilize the IdM solution ○ Answer questions/surveys and provide data as requested by Deloitte ○ Participate in interviews & workshops
<p>State of New Hampshire Contractors:</p> <ul style="list-style-type: none"> ○ Deloitte Consulting (Application Team) ○ Deloitte Consulting (Security Team) 	<ul style="list-style-type: none"> ○ Lead the design sessions for the IBM IdM solution ○ Document and develop approval workflows for managing the user cycle (provisioning, de-provisioning, role-change, password resets) ○ Configure and test the IBM IdM tool in the New HEIGHTS system environment ○ Provide technical overview for integration of the IBM IdM tool with Lawson, New HEIGHTS RACF and Cisco Call Center software ○ Lead integration testing activities for the configuration and integration of the IBM IdM solution ○ Develop test reports and conduct workshops with the stakeholders to discuss results ○ Provide roll-out support for the IBM IdM tool in the production environment

Initial all pages
 Vendor Initials 

Group	Anticipated Role
	<ul style="list-style-type: none"> ○ Support Project Management Office (PMO) functions ○ Complete defined deliverables ○ Conduct closeout workshops with the stakeholders

2.1.1.5 *Deliverables*

- IBM IdM/PIM Project Plan and Roadmap
- IBM IdM/PIM Architecture and Design Specification
- IBM IdM/PIM Solution Configuration and Code Build Package
 - Unit Testing Execution Summary Results
- IBM IdM/PIM Solution Testing
 - Test Cases and Execution Summary Results for Integration and System region deployment
 - Test Cases and Execution Summary Results for the Production roll out
- IBM IdM/PIM Solution Migration Documentation
 - Technical solution migration plan and implementation
 - Operational and systems documentation for the IdM solution
- Post Go-Live System Evaluation Plan
 - Validation of implementation results consistent with requirements and design per the implementation monitoring checklist jointly agreed upon prior to implementation

2.1.1.6 *Assumptions*

In addition to the assumptions listed in Appendix 1: General Assumptions, the following specific assumptions apply to the Identity Management thread:

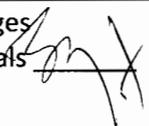
1. The in-scope New HEIGHTS user types for the IdM deployment covered in this contract are:
 - Employees in Lawson HR
 - Lawson HR will be used as the authoritative source for State employees (Full-time and temporary)

- Non Employees not in Lawson HR
 - Contractors and citizen (IDs managed through New HEIGHTS Mainframe RACF)
 - New HEIGHTS and RACF privileged accounts
- 2. DHHS will provide access to administrative privileges across the servers to host the IdM/PIM software in the nonproduction environments to provide the services under this contract.
- 3. DHHS will coordinate appropriate resources to make configuration changes to the Lawson system to integrate with the IdM/PIM solution and provide flat-file to synchronize data in Lawson HR solution and IdM/PIM solution.
- 4. DHHS and Lawson HR system owners will be responsible for data quality and cleansing of that data before Integration Testing of the implementation.
- 5. The Integration, Systems, and Production environments will have hardware setup, and maintained by DoIT, with supported base image (virus scan, patches, etc.) already installed and hardened within DoIT standards.
- 6. DoIT will maintain, configure, and setup required network communications, including configuration of firewalls, proxies, antivirus, backup/recovery etc.
- 7. New HEIGHTS infrastructure (network equipment, middleware, firewall, authoritative source, etc.) and application architecture redesign is not within the scope of the project.

2.1.2 Identity, Phone and Email Proofing

2.1.2.1 Purpose

This project will enable DHHS clients complete to validate e-mail, phone and identity using services integrated with Experian to enhance web self-service. The service will be used to validate the e-mail address through which New HEIGHTS alerts clients when a new correspondence has been posted to their secure NH EASY online account. For clients electing to “go green” and receive correspondence digitally, this provides an additional safeguard supporting timely and accurate noticing. Phone numbers will also be validated using the Experian phone validation service to increase the accuracy of client contact information. The system will also be enhanced to support utilization of remote identity proofing (RIDP) as an additional safeguard when users establish an online account which is linked to existing client data in New HEIGHTS. Collectively all three enhancements improve data accuracy and security.



2.1.2.2 *Scope*

The scope of this thread is to:

- Update NH EASY to validate e-mail addresses from the account maintenance page
- Update NH EASY to validate phone numbers from the household page
- Update NH EASY to allow for RIDP validation at the time of account creation/maintenance for known New HEIGHTS case heads

2.1.2.3 *Roles and Responsibilities*

The following state and contractor groups are anticipated to be a part of this project:

Group	Anticipated Role
<p>State of New Hampshire:</p> <ul style="list-style-type: none"> ○ Department of Health and Human Services (DHHS) 	<ul style="list-style-type: none"> ○ Ownership and oversight of the project ○ Define policy and privacy/security requirements ○ Procure Experian services for e-mail, phone and identity ○ Provide infrastructure and telecommunications required for connectivity with Experian ○ Own any data sharing or other similar security and privacy agreements required for integration with Experian
<p>State of New Hampshire Contractor:</p> <ul style="list-style-type: none"> ○ Systems & Communications Sciences, Inc. 	<ul style="list-style-type: none"> ○ Provide infrastructure administration support for integration with Experian
<p>State of New Hampshire Contractor:</p> <ul style="list-style-type: none"> ○ Deloitte Consulting (Application Team) 	<ul style="list-style-type: none"> ○ Utilize the New HEIGHTS systems development methodology to integrate Experian with the NH EASY application

2.1.2.4 *Deliverables*

- Development, integration testing and deployment to systems

Initial all pages
 Vendor Initials 

2.1.3 Vulnerability Management

2.1.3.1 Secure Code Review

2.1.3.1.1 Secure Code Review Purpose

The objective of secure code review activity is to perform static code analysis and identify insecure coding practices within the custom developed application code of New HEIGHTS and NH EASY applications that may lead to application security vulnerabilities. Secure code review process includes the following activities:

- Review of the application source code (static analysis) using an automated code review scanner.
- Manual analysis of vulnerabilities reported by the automated scanner to filter the false-positives.
- Identify security severity of the vulnerabilities and map them to leading industry standard, Open Web Application Security Project (OWASP) top 10 vulnerabilities.
- Suggest remediation steps for mitigation of the identified vulnerabilities.
- Provide detailed secure code review assessment report with vulnerability descriptions, suggested mitigations, vulnerability locations along with security vulnerability severity and mapping to OWASP top 10.

2.1.3.1.2 Secure Code Review Scope

The scope of this contract for the Secure Code Review is limited to:

- Two (2) rounds of secure code reviews will be performed for New HEIGHTS and NH EASY application code. The reviews will be conducted to identify potentially insecure coding practices and vulnerabilities at code level.
- Secure code review assessment reports will be generated with information about identified vulnerabilities and suggested remediation steps for mitigation

Following is the scope of the activities that will be performed:

- Automated code review scans will be performed using HP Fortify Static Code Analyzer (SCA) licensed to Deloitte specifically for this engagement. The tool will be setup on Deloitte's testing machine.

- The tool will be used to scan the development/integration code based on testing window agreed upon between Deloitte and application stakeholders.
- Manual analysis of critical/high/medium/low on up to 20 vulnerability categories (and up to 4 instances each) reported by the tool.

2.1.3.1.3 Secure Code Review Approach and Methodology

The following phased approach will be used to conduct the Secure Code Review:

- **Phase 1 – Initiation:**

As part of this phase, the security team will setup HP Fortify as the code scanning utility on their testing machine. The team will procure the tool licensing and review the application documentation to understand the application architecture and design. The security team will work with the application team to obtain the code for New HEIGHTS and NH EASY.

- **Phase 2 – Analyze:**

As part of this phase, documents related to the application architecture and design will be studied to identify the application flow and the data flow. This phase will help understand the business functionality and the underlying logic surrounding the application. We will also identify external dependencies of the application.

- **Phase 3 – Examine and Assess:**

This phase serves to execute automated scans on the custom developed New HEIGHTS and NH EASY application source code through HP Fortify and populate reports from the tool to test and perform manual analysis.

The vulnerabilities identified during this phase are categorized based on the modules/functions and security severity. Following will be the outcomes of phase 3:

- Vulnerabilities identified will be classified based on severity rating
- Identify technical control suggestions to mitigate the identified vulnerabilities

- **Phase 4 – Reporting:**

As part of this phase a detailed report encompassing the identified vulnerabilities and the remediation steps applied to mitigate the vulnerability will be created.

2.1.3.2 *Web Application Vulnerability Assessment*

2.1.3.2.1 Web Application Scan Purpose

The objective of the web application vulnerability assessment is to perform a controlled web application scan of the external facing web application in order to understand the effectiveness of the existing security controls present in the application and to identify the security vulnerabilities. The activities of this assessment include:

- Conduct dynamic analysis scans using an automated vulnerability scanner.
- Manual analysis of vulnerabilities reported by automated scanner to filter the false-positives.
- Perform additional manual assessment techniques to identify false-negatives that are related to application/business functionality
- Identify security severity of the vulnerabilities and map them to leading industry standard, Open Web Application Security Project (OWASP) top 10 vulnerabilities.
- Suggest remediation steps for mitigation of the identified vulnerabilities.
- Provide detailed vulnerability assessment report with vulnerability descriptions, suggested mitigations, vulnerability locations along with security vulnerability severity and mapping to OWASP top 10.

2.1.3.2.2 Web Application Scan Scope

The scope of this contract for the web application vulnerability assessment is limited to:

- One (1) round of web application assessment both “black-box” testing (without “privileged” or “end-user” knowledge) and “grey-box” testing (with user credentials) will be performed on NH EASY web application
- Up to thirty (30) web pages will be considered for automated and manual web application assessment.
- Automated web application vulnerability scans will be performed using IBM AppScan Standard Edition.

IBM AppScan will be used to perform the automated web application scan for the public facing NH EASY web application. The following activities will be in scope:

- Manually browse the application through the provided menus, buttons and interfaces.
- Discuss with the application stakeholders to identify critical components/web pages to be considered in-scope for the automated and manual scanning activity.
- Analyze the process and workflow of the in-scope application web pages.
- Conduct automated vulnerability scans and manual assessment tests to identify application related vulnerabilities. The checks include:
 - Input validation checks
 - Input, cookie, query string, parameter and header tampering
 - Session and authentication attacks
 - Generation of application run-time errors
 - Injection Attacks (SQL Injection, Script injection, Cross-site scripting, Cross-site request forgery, XPATH injection etc.)
 - Unsecured application settings
 - Access control weaknesses
 - Server database access
 - Application URL handler validation

2.1.3.2.3 Web Application Scan Approach

Deloitte will use the following approach to perform “black-box” testing and “grey-box” testing on the public facing NH EASY web application:

Perform Gray-box Application Assessment (Assessment with test user credentials):

- The public-facing NH EASY web application will be in scope for the external Gray-box web application assessment.
- With user credentials, attempt to identify security weaknesses in the application layer using manual and automated techniques.
- Automated testing of application using IBM AppScan to identify the web application vulnerabilities
- Perform manual verification of vulnerabilities identified by IBM AppScan.

Perform Black-box Application testing (without user credentials):

- The public-facing NH EASY web application will be in scope for Black-box web application assessment.
- Without user credentials, attempt to identify security weaknesses in the application layer using manual and automated techniques
- Automated testing of application using IBM AppScan to identify the web application vulnerabilities
- Perform manual testing of the applications, through the use of browser proxy tools, in attempt to discover application weaknesses via methods of injection attacks, input, cookie, query string and header tampering, session and authentication attacks, etc.
- Review of information disclosed from the error pages.

2.1.3.3 Roles and Responsibilities

The following state and contractor groups are anticipated to be a part of the Vulnerability Management project:

Group	Anticipated Role
<p>State of New Hampshire:</p> <ul style="list-style-type: none"> o Department of Health and Human Services (DHHS) 	<ul style="list-style-type: none"> o Ownership and oversight of the project o Review and accept deliverables o Review the security severity and prioritization process of the identified vulnerabilities o Accept or remediate vulnerability scanning findings
<p>State of New Hampshire Contractors:</p> <ul style="list-style-type: none"> o Deloitte Consulting (Application Development Team) o Deloitte Consulting (Security Team) 	<ul style="list-style-type: none"> o Perform automated secure code review scans, using HP Fortify SCA, on New HEIGHTS and NH EASY application source code

Group	Anticipated Role
	<ul style="list-style-type: none"> ○ Develop the Secure code review report and identify remediation actions ○ Perform automated web application vulnerability scan, using IBM AppScan, for NH EASY ○ Develop the application vulnerability assessment report and identify remediation actions ○ Complete defined deliverables

2.1.3.4 Deliverables

- Two (2) New HEIGHTS Secure code review reports
- Two (2) NH EASY Secure code review reports
- NH EASY Web application vulnerability assessment report

2.1.3.5 Assumptions

In addition to the assumptions listed in Appendix 1: General Assumptions, the following specific assumptions apply to the security code review and application vulnerability testing activities:

1. The assessment does not include performing exploitation and infiltration testing such as potential denial of services attacks and vulnerabilities including buffer overflows and brute force testing.
2. Deloitte will use limited automated password guessing tools, and may manually attempt to log into systems or use automated vulnerability assessment tools that test well known default passwords for systems.
3. Web application vulnerability scans on NH EASY application will be performed only in the application lower environments such as Development, Integration or Systems
4. External Web application vulnerability scans on the NH EASY application will be originated from Deloitte’s security assessment lab.

5. DHHS will be responsible for assigning appropriate resources for the remediation and/or for accepting the identified vulnerabilities.

2.1.4 CMS MARS-E Revision Support

2.1.4.1 Purpose

The upcoming release of CMS MARS-E based on NIST 800-53 revision 4 will contain new security requirements for New HEIGHTS and DHHS to assess. This project is to perform an assessment of the key components for New HEIGHTS as defined in the scope based on the updated requirements of NIST 800-53 revision 4.

2.1.4.2 Scope

The security controls in place for New HEIGHTS will be assessed based on new requirements from CMS and will take into account the documented system boundary that covers the following components:

- New HEIGHTS application
- NH EASY application
- New HEIGHTS Mainframe (including z/OS, zLinux, Apache, WebSphere, and DB2)

Deloitte will work with New HEIGHTS to update:

- System Security Plan and System Security Workbooks
- Plan of Action and Milestones (POA&M)

Deloitte will assess the controls and populate the gaps in the Plan of Action & Milestones (POAM). The assessment will be conducted based on CMS' Minimum Acceptable Risk Standards (MARS-E). The remediation of the gaps identified within the POA&M is not covered as part of this contract. The State will be responsible for the remediation of gaps identified within State processes.

2.1.4.3 Approach

The following is a high-level illustration of the approach that will be used:

New Hampshire Department of Health and Human Services
New HEIGHTS Security Enhancements

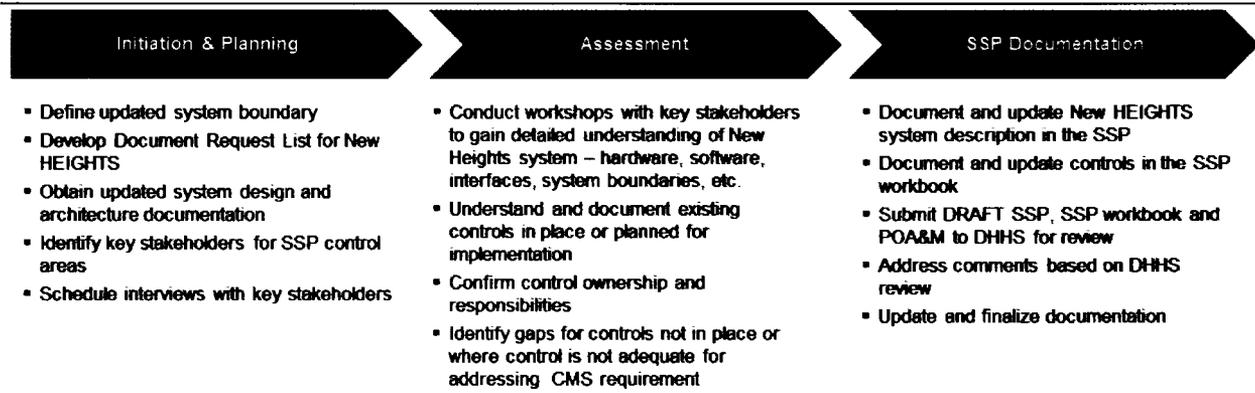


Figure 6: CMS MARS-E Revision Phases

2.1.4.4 Roles and Responsibilities

The following state and contractor groups are anticipated to be a part of this project:

Group	Anticipated Role
<p>State of New Hampshire:</p> <ul style="list-style-type: none"> ○ Department of Health and Human Services (DHHS) 	<ul style="list-style-type: none"> ○ Ownership and oversight of the project ○ Coordinate resources on the State side ○ Provide required documentation needed for the assessment ○ Review and accept deliverables ○ Upload and submit documentation to CMS ○ Provide resources for remediation activities and/or accept findings
<p>State of New Hampshire:</p> <ul style="list-style-type: none"> ○ Department of Health and Human Services (DHHS) ○ Department of Information Technology (DoIT) ○ Systems & Communications Sciences, Inc. 	<ul style="list-style-type: none"> ○ Answer questions/surveys and provide data as requested by Deloitte ○ Participate in interviews & workshops ○ Provide strategic overview of current process & procedures ○ Provide an understanding of unique business operations, regulatory requirements, and risks specific to the institution

Group	Anticipated Role
	<ul style="list-style-type: none"> ○ Provide the relevant documents for New HEIGHTS as requested by Deloitte to support information provided during workshops
<p>State of New Hampshire Contractors:</p> <ul style="list-style-type: none"> ○ Deloitte Consulting (Application Team) ○ Deloitte Consulting (Security Team) 	<ul style="list-style-type: none"> ○ Lead the assessment activities ○ Develop the SSP, SSP Workbooks, and POA&M on behalf of DHHS ○ Review and analyze the existing controls ○ Identify gaps in existing implementation of the controls ○ Develop the POA&M on behalf of DHHS listing the gaps in existing implementation of the controls ○ Assist DHHS and New HEIGHTS in developing a remediation strategy for the gaps identified ○ Perform Project Management Office (PMO) functions

2.1.4.5 Deliverables

- Updated System Security Plan (SSP)
- Updated Plan of Action and Milestones (POA&M)

2.1.4.6 Assumptions

In addition to the assumptions listed in Appendix 1: General Assumptions, the following specific assumptions apply to the CMS MARS-E Revision Support thread:

1. The assessment will be based on interviews and documentation review. Controls will not be tested for completeness or effectiveness of implementation.

2. CMS MARS-E will be the assessment framework used to update the documents required to comply with CMS requirements for Authority to Connect (ATC).
3. Deloitte will update the documentation required by CMS based on information provided by the workshop participants on behalf of New HEIGHTS and DHHS. New HEIGHTS and DHHS retain ownership of the documents prepared by Deloitte.
4. DHHS will submit the documentation to CMS.
5. Remediation of the identified gaps is not in scope.
6. Up to 10 workshop sessions will be conducted for the assessment of New HEIGHTS.

2.1.5 Medicaid data exposure assessment

2.1.5.1 Purpose

The purpose of this thread is to perform an assessment of the NECSES, Options and Bridges systems to review the downstream Medicaid system data flow to understand the impact to security.

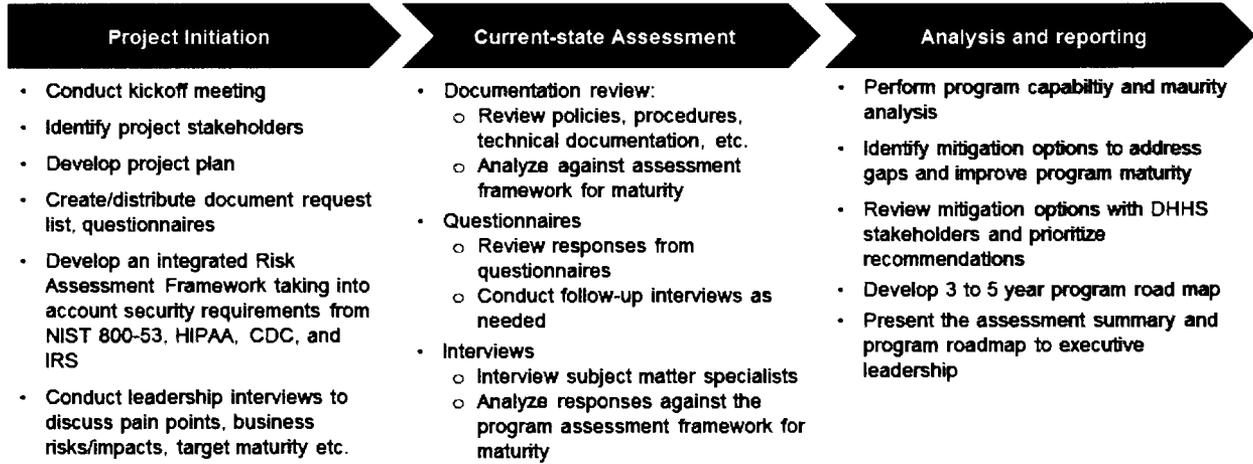
2.1.5.2 Scope

As part of the CMS MARS-E Support project:

- A risk assessment framework will be developed based on NIST 800-53 Rev 4, IRS 1075, HIPAA, and CDC to conduct a high level risk assessment of systems in scope listed below.
- An assessment of the exposure of Medicaid data across the following systems will be performed:
 - NECSES (New England Child Support Enforcement System)
 - Options (system used for adult protection and elderly and adult long term services and supports)
 - Bridges (system used by child protection, foster care and adoption (SACWIS compliant))
- The scope of this effort will be limited to reporting of high level program security findings and development of a remediation roadmap.

2.1.5.3 *Approach*

Following is a high-level approach for the assessment:



2.1.5.4 *Roles and Responsibilities*

The following state and contractor groups are anticipated to be a part of this project:

Group	Anticipated Role
<p>State of New Hampshire:</p> <ul style="list-style-type: none"> ○ Department of Health and Human Services (DHHS) 	<ul style="list-style-type: none"> ○ Ownership and oversight of the project ○ Identify key stakeholders for the project and identify the liaison team / person for interfacing with the Deloitte team ○ Coordinate resources on the State side ○ Monitor and accept deliverables ○ Review and approve analysis framework ○ Approve identified business assets for risk assessment ○ Participate in future-state visioning session and 1-2 review/validation meetings
<p>State of New Hampshire and Contractors:</p> <ul style="list-style-type: none"> ○ Department of Information Technology (DoIT) ○ System owners, stakeholders and contractors for NECSES, Bridges, Options 	<ul style="list-style-type: none"> ○ Answer questions/surveys and provide data as requested by Deloitte ○ Participate in interviews & workshops ○ Provide strategic overview of current process & procedures

Initial all pages
 Vendor Initials 

Group	Anticipated Role
<ul style="list-style-type: none"> ○ Systems & Communications Sciences, Inc. ○ NECSES system contractor (Protech Solutions Inc.) 	<ul style="list-style-type: none"> ○ Provide an understanding of unique business operations, regulatory requirements, and risks specific to the institution ○ Provide the relevant documents as identified by the document request list (DRL)
<p>State of New Hampshire Contractors:</p> <ul style="list-style-type: none"> ○ Deloitte Consulting (Application Team) ○ Deloitte Consulting (Security Team) 	<ul style="list-style-type: none"> ○ Lead the assessment activities ○ Review and analyze the existing controls ○ Conduct current-state assessment ○ Perform Project Management Office (PMO) functions ○ Identify and review mitigation options with DHHS stakeholders and prioritize recommendations ○ Develop 3 to 5 year program road map

2.1.5.5 *Deliverables*

- Security Risk Assessment Integrated Framework
- Security Risk Assessment Report

2.1.5.6 *Assumptions*

In addition to assumptions listed in Appendix 1: General Assumptions, the following assumptions apply to the Medicaid data exposure assessment:

1. The assessment will be based on interviews and documentation review. Controls will not be tested for completeness or effectiveness of implementation.
2. Up to 5 workshop sessions will be conducted for the assessment of each system, NECSES, Bridges, and Options.
3. DHHS will identify at least one staff member to serve as a Point of Contact for each division (NECSES, Bridges and Options). The Point of Contact will (1) coordinate that all

Initial all pages
 Vendor Initials 

appropriate resources for assessment workshops are present, and (2) participate in all workshops and (3) coordinate required follow up requests and documentation requests.

4. The remediation of the gaps identified is not in scope. DHHS remains responsible for the implementation of the options suggested by Deloitte for remediation.
5. The system in scope assessment NECSES, Bridges and Options will be performed based on a pre-determined system boundary as agreed to by Deloitte and DHHS.
6. DHHS will identify regulatory requirements to which the systems in-scope are subject to.
7. Deloitte and DHHS will utilize an agreed upon prioritization and risk ranking scale for the gaps identified through the assessment.

2.1.6 New HEIGHTS Audit, Logging and Monitoring SIEM Use-case Refresh

2.1.6.1 Purpose

This project is to assess and update the monitoring use cases in light of the revised CMS NIST 800-53 standard. The upcoming NIST 800-53 revision 4 changes will require an assessment of the existing New HEIGHTS use cases and logging standard and make updates to address CMS's Audit, Logging and Monitoring controls.

2.1.6.2 Scope

The scope of this thread is to:

- Update existing use cases for New HEIGHTS and configure new use cases within the DHHS SIEM based on CMS NIST 800-53 rev 4.

2.1.6.3 Approach

The integration of the log sources and configuration of the use cases will follow the approach as described below:

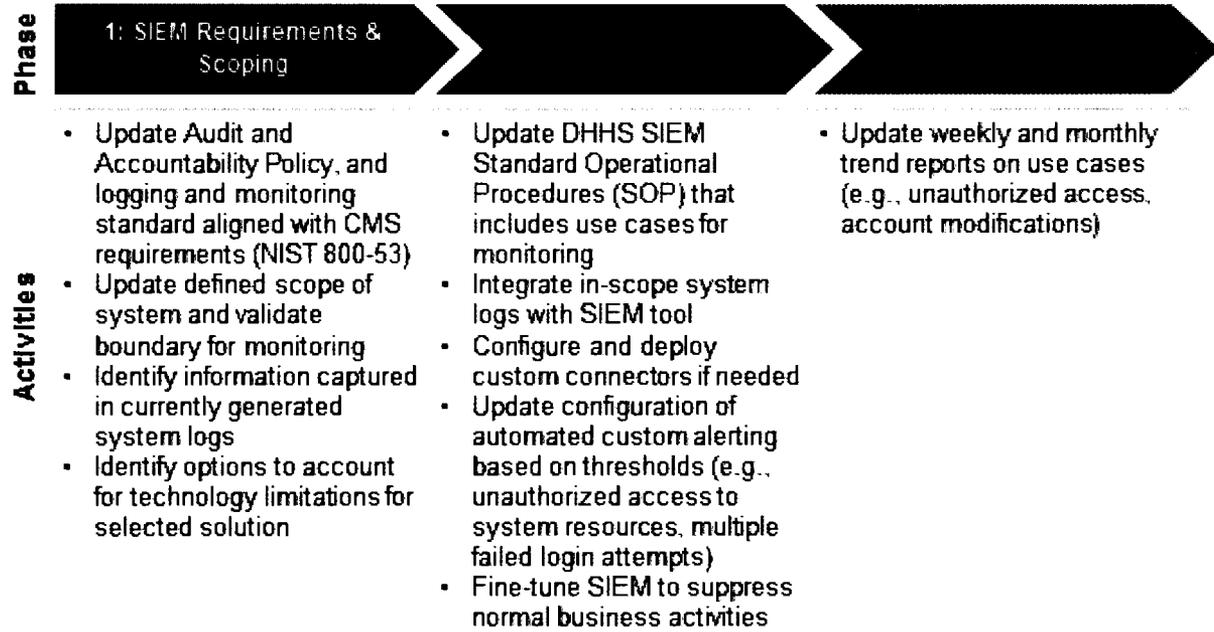


Figure 7: New HEIGHTS SIEM Use-case Refresh Phases

2.1.6.4 Roles and Responsibilities

The following state and contractor groups are anticipated to be a part of this project:

Group	Anticipated Role
<p>State of New Hampshire:</p> <ul style="list-style-type: none"> o Department of Health and Human Services (DHHS) 	<ul style="list-style-type: none"> o Ownership and oversight of the project o Coordinate resources on the State side o Identify key stakeholders for the project and identify the liaison team / person for interfacing with the Deloitte team o Review and accept deliverables
<p>State of New Hampshire Contractor:</p> <ul style="list-style-type: none"> o Systems & Communications Sciences, Inc. 	<ul style="list-style-type: none"> o Participate in assessment and configuration workshops o Configure log sources to integrate and provide events to QRadar o Participate in log fine-tuning workshops o Fine-tune log sources based on the workshops

Group	Anticipated Role
<p>State of New Hampshire Contractors:</p> <ul style="list-style-type: none"> ○ Deloitte Consulting (Application Team) ○ Deloitte Consulting (Security Team) 	<ul style="list-style-type: none"> ○ Conduct workshops to identify currently generated logs and information contained within the logs ○ Conduct fine-tuning workshops with system administrators as needed ○ Refresh monitoring use cases to align with CMS NIST 800-53 revision 4 requirements ○ Configure QRadar to receive additional log files ○ Complete defined deliverables

2.1.6.5 Deliverables

- DHHS SIEM Audit Logging and Monitoring Standard
- Documentation on current status of logging by device and event type
- SIEM design and architecture
- SIEM Build & Configuration Manual
- SIEM monitoring use case documentation
- SIEM solution build and configuration

2.1.6.6 Assumptions

In addition to the assumptions listed in the Security Monitoring and SIEM Management section 2.2.6 and Appendix 1: General Assumptions, the following are specific assumptions for the ALM thread:

- The New HEIGHTS system components (Mainframe z/OS, zLinux, DB2, WebSphere, and Apache) can provide events needed for new and updated use cases.



2.1.7 NECSES, Bridges and Options Audit, Logging and Monitoring Use-case development and SIEM Configuration

2.1.7.1 Purpose

An assessment of the audit, logging and monitoring capabilities for NECSES, Options and Bridges which integrate with New HEIGHTS will be conducted to analyze the downstream Medicaid system data flow and a limited set of audit control will be implemented within the SIEM solution.

2.1.7.2 Scope

1. Conduct an assessment of the logs generated by NECSES, Bridges, and Options to identify events captured within the logs.
2. Identify monitoring requirements for NECSES, Bridges and Options
3. Map events captured currently generated by the in-scope system logs, with the monitoring requirements for NECSES, Bridges and Options
4. Up to Thirty (30) use cases will be configured for monitoring NECSES, Bridges, and Options, within the DHHS SIEM based on the assessment of the logs.

2.1.7.3 Approach

The integration of the log sources and configuration of the use cases will follow the approach as described below:

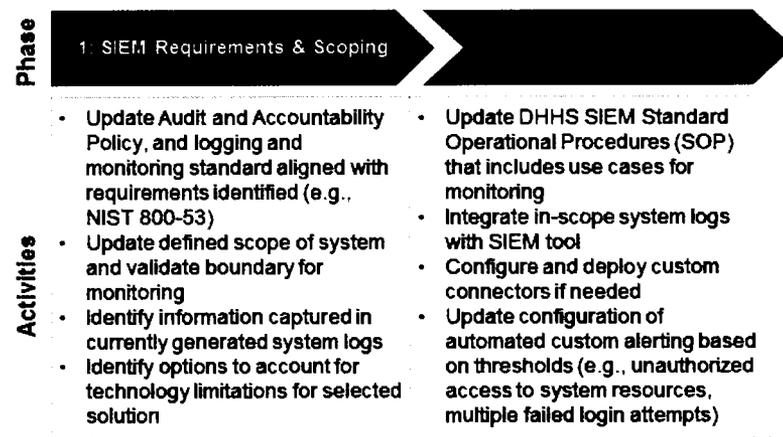


Figure 8 NECSES, Bridges & Options Use-case development & SIEM configuration phases

Following is an overview of the planned SIEM architecture taking into account the revised system boundary:

Initial all pages
 Vendor Initials

New Hampshire Department of Health and Human Services
New HEIGHTS Security Enhancements

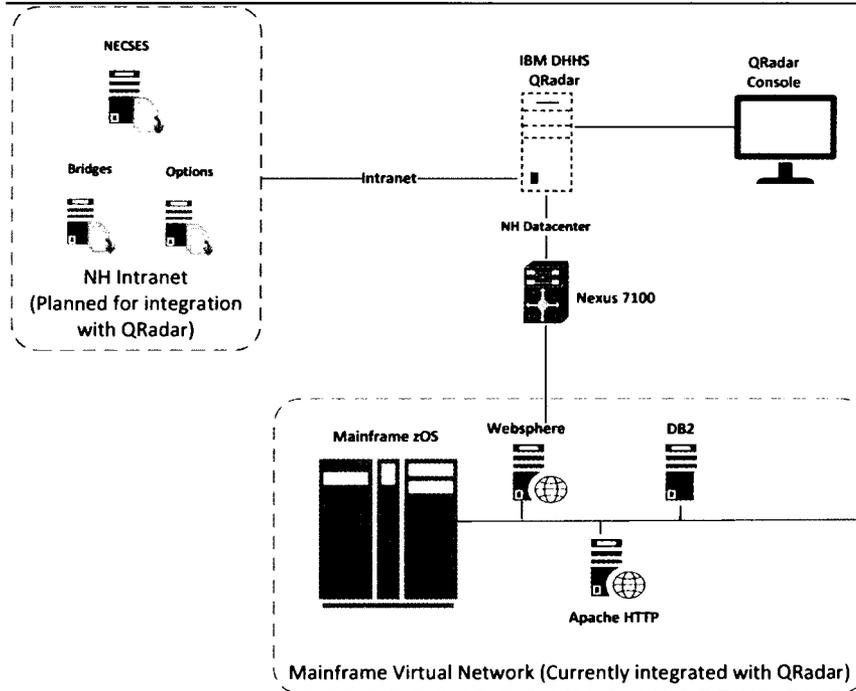


Figure 9: Conceptual future-state SIEM Architecture

2.1.7.4 Roles and Responsibilities

The following state and contractor groups are anticipated to be a part of this project:

Group	Anticipated Role
<p>State of New Hampshire:</p> <ul style="list-style-type: none"> ○ Department of Health and Human Services (DHHS) 	<ul style="list-style-type: none"> ○ Ownership and oversight of the project ○ Coordinate resources on the State side ○ Identify key stakeholders for the project and identify the liaison team / person for interfacing with the Deloitte team ○ Review and accept deliverables
<p>State of New Hampshire:</p> <ul style="list-style-type: none"> ○ Department of Information Technology (DoIT) ○ NECSES systems vendor (Protech Solutions Inc.) ○ Bridges and Options system owners 	<ul style="list-style-type: none"> ○ Participate in assessment & workshops ○ Configure log sources for NECSES, Bridges and Options ○ Create and manage the log file interfaces to transfer logs to QRadar using a standard input format for QRadar log files as defined by the security vendor

Initial all pages
Vendor Initials

Group	Anticipated Role
	<ul style="list-style-type: none"> ○ Sample log files, transportation protocols, log file format and contents to be provided per the timeline established at project kick-off and based on the existing SIEM system configuration and infrastructure ○ Review and approve use cases developed
<p>State of New Hampshire Contractors:</p> <ul style="list-style-type: none"> ○ Deloitte Consulting (Application Team) ○ Deloitte Consulting (Security Team) 	<ul style="list-style-type: none"> ○ Conduct workshops to identify currently generated logs and information contained within the logs ○ Configure QRadar to receive log files for NECSES, Bridges and Options ○ Complete defined deliverables

2.1.7.5 *Deliverables*

- DHHS SIEM Audit Logging and Monitoring Standard
- Documentation on current status of logging by device and event type
- NECSES, Bridges and Options Use-case documentation
- SIEM solution build and configuration

2.1.7.6 *Assumptions*

In addition to the assumptions listed in the Security Monitoring and SIEM Management section 2.2.6 and Appendix 1: General Assumptions, the following are specific assumptions for the ALM thread:

- The systems used for NECSES, Bridges, and Options can be configured in time to provide logs compatible with the DHHS SIEM (QRadar).
- NECSES, Bridges, and Options system owners will provide necessary approvals and resources to configure logs in time to capture events needed for the use cases developed.

- Monitoring for the NECSES, Bridges and Options defined use cases is not included in scope of this contract.

2.1.8 Disaster Recovery

2.1.8.1 Purpose

The execution of the HEIGHTS DR Plan (DRP) requires coordinated table-top exercises with business (divisions within DHHS that use the New HEIGHTS system) and technology stakeholders (DoIT and New HEIGHTS application teams) walking through their responsibilities in case of a disaster.

2.1.8.2 Scope

The scope for the Disaster Recovery thread will include:

1. Facilitating information gathering sessions for enhancements to the New HEIGHTS Disaster Recovery Plan and update the New HEIGHTS plan based on information provided by the appropriate stakeholders.
2. Conducting 1 table-top exercise for New HEIGHTS recovery stakeholders.
3. Provide oversight during the connectivity test required by CMS.

2.1.8.3 Approach

Deloitte will facilitate the following activities for recovery and continuity enhancements as part of this contract:

- Business continuity updates to the New HEIGHTS DRP that include:
 - Defined business continuity roles and responsibilities
 - Documented procedures for use when a New HEIGHTS disaster declaration has been declared
 - Updates to the DR plan section 5, New HEIGHTS Activation and Notification Phase, to include DHHS stakeholder's communications that begin when the DRP is activated
- The definition of a New HEIGHTS disaster recovery test process that includes:
 - Project plan that details the test preparation, test administration, test execution and test reporting process
 - Defined roles and responsibilities

- Defined recovery status reporting, issue tracking and progress communications process
- Facilitate a joint business / technology table-top exercise. The table top exercise activity will simulate a potential scenario allowing participants to walk through their roles and responsibilities during a potential scenario. The objectives of the table-top exercises are to:
 - Build Awareness - The exercise will provide a forum for the teams responsible for responding to a New HEIGHTS service interruption to interact with each other
 - Understanding of Roles and Responsibilities – The exercise will help participants understand their roles and responsibilities and what to expect from other team members while responding to a service interruption
 - Understand the Escalation Process - The exercise will be designed to challenge the existing escalation criteria and processes defined for New HEIGHTS, and identify gaps or inaccuracies in the processes

2.1.8.4 Roles and Responsibilities

The following table defines roles and responsibilities this activity:

Group	Anticipated Role
<p>State of New Hampshire:</p> <ul style="list-style-type: none"> ○ Department of Health and Human Services (DHHS) 	<ul style="list-style-type: none"> ○ Ownership of the project ○ Oversight of project ○ Coordinate resources on the State side ○ Workshop participation and follow-up meetings to develop business workaround procedures for functions that will affect business continuity, such as client scheduling, registration, application entry, eligibility and benefits issuance ○ Review and accept deliverables ○ Provide the Project Management Office (PMO function)

Initial all pages
 Vendor Initials 

Group	Anticipated Role
<p>State of New Hampshire:</p> <ul style="list-style-type: none"> ○ Department of Information Technology (DoIT) 	<ul style="list-style-type: none"> ○ Participate in project planning ○ Develop and implement technology strategies required to meet New HEIGHTS recovery and acceptable data loss requirements ○ Provide resources to develop recovery procedures for network and platforms that DoIT manages in relation to New Heights environment ○ Participate in table top exercise ○ Participate in the development and execution of one (1) New HEIGHTS disaster recovery test ○ Define DR strategies for New HEIGHTS dependent technologies: network, access to the recovery site by technical support, district offices, citizens and external interfaces ○ Define disaster recovery sequence, estimated recovery times, recovery dependencies and technology specific recovery milestones for DoIT owned systems required for recovery of New HEIGHTS
<p>State of New Hampshire Contractors:</p> <ul style="list-style-type: none"> ○ Deloitte Consulting (Application Team) ○ Deloitte Consulting (Security Team) 	<ul style="list-style-type: none"> ○ Facilitate workshops for the development of business workaround procedures ○ Review and update New Heights Recovery Plan sections

Group	Anticipated Role
	<ul style="list-style-type: none"> ○ Build content for table-top exercise for New HEIGHTS stakeholders ○ Facilitate one (1) table-top exercise with New HEIGHTS stakeholders identified having roles in the recovery of New HEIGHTS ○ Develop test processes for the Disaster Recovery ○ Update and develop deliverables ○ Advise the Project Management Office (PMO)
<p>State of New Hampshire Contractors:</p> <ul style="list-style-type: none"> ○ Systems & Communications Sciences, Inc. ○ Other vendors as required 	<ul style="list-style-type: none"> ○ Provide resources to document and develop recovery procedures for the mainframe environment ○ Participate in table top exercise

2.1.8.5 Deliverables

- New HEIGHTS DRP section 7 updates - Disaster Recovery Milestones
- New HEIGHTS DRP section 9 updates – New HEIGHTS Business Processes
- New HEIGHTS Disaster Recovery test process
- New HEIGHTS Table-top Exercise Delivery Content
- New HEIGHTS Table-top Exercise Debrief Report

2.1.8.6 Assumptions

In addition to assumptions listed in the Appendix 1: General Assumptions, the following are specific assumptions for the Disaster Recovery thread:

1. New HEIGHTS business continuity enhancement work will be coordinated through a DHHS point of contact.
2. DHHS is the owner of the New HEIGHTS Disaster Recovery plan.



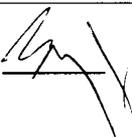
3. Deloitte will make the identified updates to the New HEIGHTS Disaster Recovery plan on behalf of DHHS.
4. Recovery Procedures for systems required for recovery of New HEIGHTS and maintained by DoIT will be documented by DoIT.
5. DoIT will implement the network infrastructure required to support a New HEIGHTS disaster recovery.
6. The DR contract with IBM Sterling Forest covers the data center requirements to support the recovery and post recovery production processing for the New HEIGHTS solution and all dependent systems.
7. This plan enhancement project is not intended to document procedures to recover a state District Office following an incident or disaster.
8. Service agreements are maintained with hardware, software, and communications providers to support emergency system recovery.
9. DoIT will participate in technology recovery workshops focused on building the detailed recovery procedures required to recover the New HEIGHTS solution and all dependencies at the IBM hot site.

2.1.9 Security Awareness and Incident Response

2.1.9.1 Security Awareness and Training

The New HEIGHTS Security Awareness Training program will be developed at an agency-level for DHHS divisions that will use Medicaid data. The new program will take into account:

- Appropriate trainings needed to increase awareness about security.
- Role-based trainings will be developed for:
 - New HEIGHTS Technical Users (e.g., Mainframe administrators)
 - New HEIGHTS End-users (e.g., case workers)
- A process to maintain, conduct and track trainings at the agency level in accordance with CMS requirements.
- Conduct Two (2) trainings for:
 - New HEIGHTS Technical Users (e.g., Mainframe administrators)
 - New HEIGHTS End-users (e.g., case workers)



The following approach will be used to develop the DHHS Security Awareness Program:

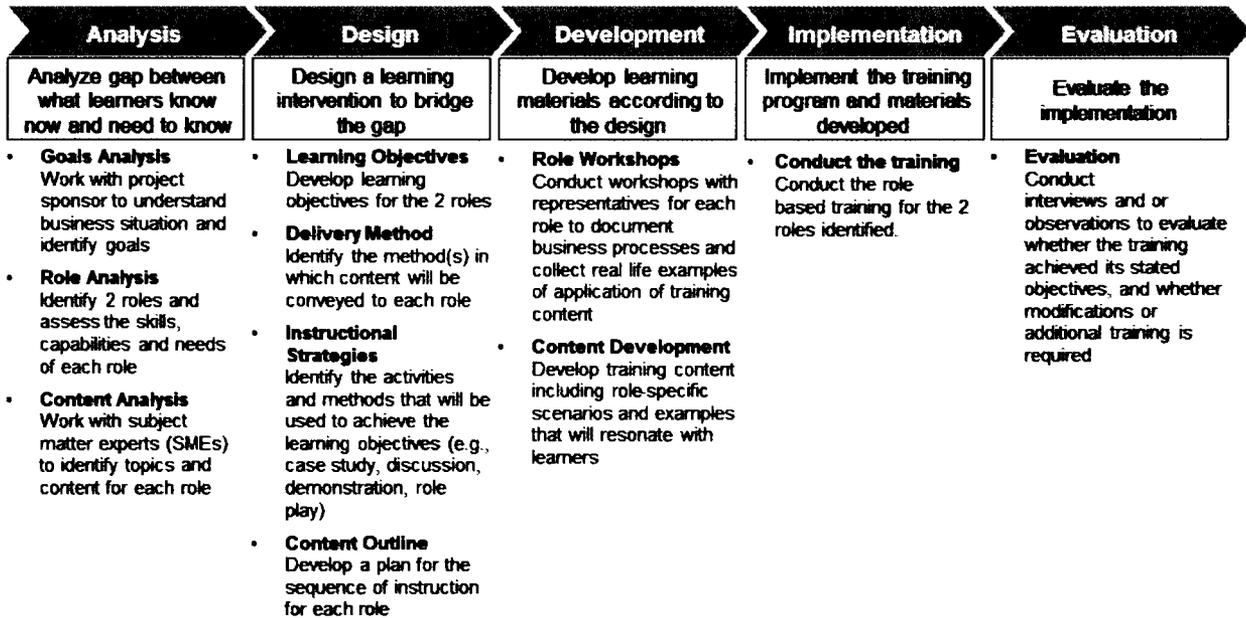


Figure 10: Security Awareness Program Development Phases

2.1.9.2 Incident Response

In order to have an operational incident response plan, roles and responsibilities, and communication channels will be defined as part of the plan that account for the different users of New HEIGHTS within DHHS. The Incident Response process will be implemented at the DHHS level to enable communication and coordination between the different teams responsible for maintaining the New HEIGHTS system. The process will include:

- Communication processes for breach notification and disaster declaration in alignment with CMS security requirements.
- Testing and training activities that will be implemented as part of the Incident Response plan.

2.1.9.3 Roles and Responsibilities

The following state and contractor groups are anticipated to be a part of this project:

Group	Anticipated Role
State of New Hampshire:	<ul style="list-style-type: none"> o Ownership and oversight of the project o Coordinate resources on the State side

Group	Anticipated Role
<ul style="list-style-type: none"> ○ Department of Health and Human Services (DHHS) 	<ul style="list-style-type: none"> ○ Participate in security awareness trainings ○ Review and accept deliverables
<p>State of New Hampshire and Contractor:</p> <ul style="list-style-type: none"> ○ Department of Information Technology (DoIT) ○ Systems & Communications Sciences, Inc. 	<ul style="list-style-type: none"> ○ Participate in security awareness trainings ○ Participate in the incident response development process
<p>State of New Hampshire Contractors:</p> <ul style="list-style-type: none"> ○ Deloitte Consulting (Application Team) ○ Deloitte Consulting (Security Team) 	<ul style="list-style-type: none"> ○ Lead the development of the awareness training program ○ Facilitate workshops for development of a DHHS-level Incident Response process ○ Lead development of the incident response process ○ Complete defined deliverables ○ Facilitate a security awareness training session for DHHS stakeholders

2.1.9.4 *Deliverables*

- Security Awareness Training for:
 - New HEIGHTS Technical users
 - New HEIGHTS End-users
- DHHS Incident Response Plan

2.1.9.5 *Assumptions*

In addition to the assumptions listed as part of Appendix 1: General Assumptions, the following assumptions apply to the Security Awareness and Incident Response program:

- DHHS will take ownership of the security awareness training content and conducting follow up trainings on a periodic basis.

2.1.10 Security Project Management and Quality Assurance

A Security Project Management track will be established to oversee the security initiatives and provide guidance for security considerations as part of the development process for system enhancements. The Security Project Management track will include a dedicated Project Manager on-site (minimum of 3.5 days physically on-site per week) responsible for day-to-day activities and provide project oversight, track progress, distribute project information and manage expectations. The Project Manager Office (PMO) and Quality Assurance work also includes contributions from the individual project threads and the Senior Executives quality assurance representatives. This track will leverage services for the duration of this project and will be responsible for:

- Overseeing the security initiatives
- Tracking projects status
- Providing oversight and advisory to each of the security projects above

The projects included in the scope of work for this APDU will employ the same rigorous project management process described in the original APD for New HEIGHTS project initiatives.

Deloitte's project management experience will be leveraged in this engagement. We will identify, assess, and resolve issues, as well as monitor the overall progress of the engagement in coordination with DHHS.

2.1.10.1 Deliverables

- Detailed project plan — project plan, timelines, and project milestones
 - Status reporting template and status meeting schedule — template to be used for status reports and schedule for status meetings as agreed to by DHHS and New HEIGHTS.

2.2 Security Monitoring and SIEM Management

2.2.1 Purpose

This Statement of Work incorporates the terms and conditions between the State of New Hampshire Department of Health and Human Services and Deloitte Consulting, LLP for the

continuous monitoring services of the New HEIGHTS application as outlined below. The monitoring will be performed through August 2016.

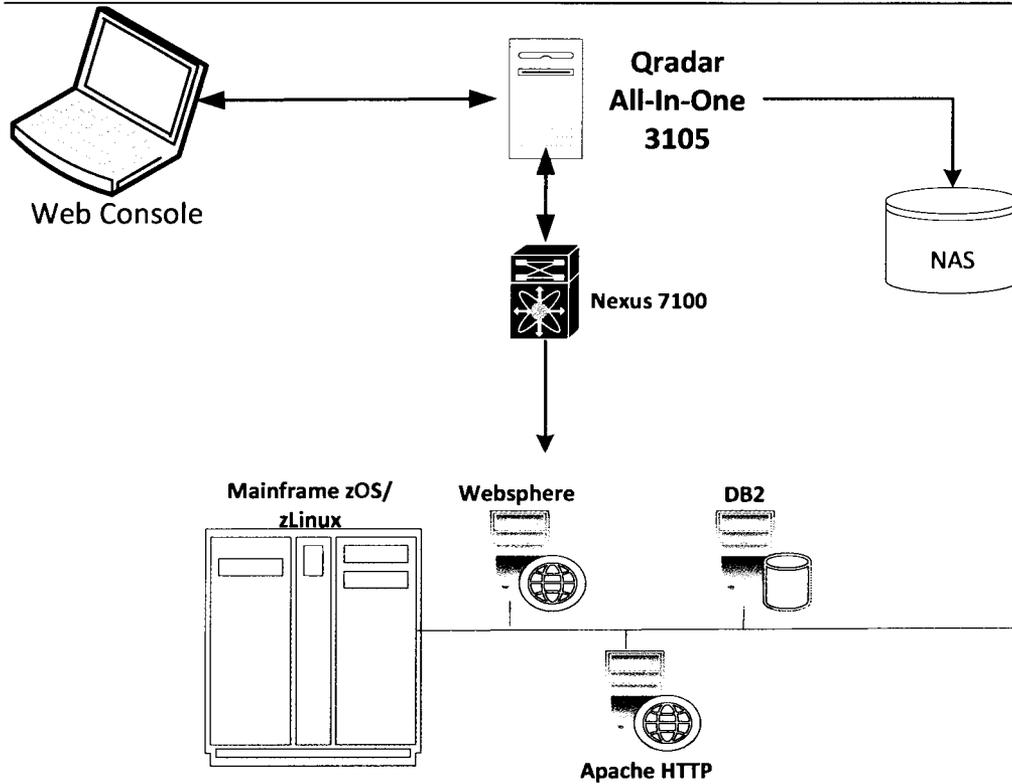
2.2.2 Activities

To align New HEIGHTS program with the Center of Medicare and Medicaid Services (CMS) requirements, State of New Hampshire Department of Health and Human Services (DHHS) contracted Deloitte to configure a centralized SIEM (System Incident and Event Monitoring) tool, IBM QRadar, to collect, monitor, correlate and alert on potential security incidents within the New HEIGHTS environment.

2.2.3 Scope

The DHHS New HEIGHTS QRadar instance has been setup at the State of New Hampshire Data Center and New HEIGHTS system components (zOS, WebSphere, Apache, zLinux, DB2, RACF) are configured to provide logs containing events in alignment with CMS requirements for QRadar to process. State accepted use cases that align with CMS requirements have been configured on QRadar to monitor the incoming logs. Deloitte will provide State of New Hampshire monitoring services remotely through the QRadar console. Following is an overview of the New HEIGHTS SIEM architecture:





System and Application Log Sources

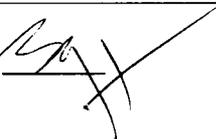
Figure 11 New HEIGHTS SIEM Architecture

2.2.4 Roles and Responsibilities

2.2.4.1 Deloitte Responsibilities

- Deloitte will provide SIEM monitoring services on an 8x5 basis (i.e., business days from 9 am to 5 pm EST)
- Monitoring will be performed based on defined and State accepted use cases (Appendix 2) for the following New HEIGHTS components utilizing QRadar SIEM:
 - a. DB2
 - b. WebSphere
 - c. RACF
 - d. z/OS
 - e. Apache
 - f. zLinux
- Monitoring services will be provided remotely with scheduled on-site touch points

- Deloitte will perform daily and weekly analysis of security alerts generated based on the accepted use cases implemented within the New HEIGHTS SIEM instance which are discovered through the collected Security Event data
- For the components in scope, Deloitte will provide daily event reports, weekly summary reports, and monthly trend reports for events captured and processed by the New HEIGHTS SIEM instance to stakeholders identified in Appendix 3)
- Deloitte will hold monthly threat summary calls with New HEIGHTS personnel. Daily calls will be held during ongoing incident investigations or as agreed upon between Deloitte and the State of New Hampshire during periods of excessive threat activity.
- Deloitte provides recommendations, as requested by the State, for potential improvement and expansion of the New HEIGHTS SIEM instance including monitoring coverage, processes, and policies.
- Deloitte will document updates to the monitoring use cases listed in Appendix 2 based on requirement changes from CMS (e.g., updates from NIST 800-53 Rev 3 to Rev 4). These changes will be submitted for approval by State prior to configuration in the New HEIGHTS SIEM instance.
- Deloitte will provide health and operations monitoring of the New HEIGHTS SIEM instance on a 5-day x 8-hour basis via site-to-site VPN connection.
- Per approval from the State, Deloitte will apply vendor-provided patches to the New HEIGHTS SIEM instance on a quarterly basis and implement vendor-provided upgrades one a yearly basis.
- Deloitte will provide Operational Incident management and response services for the New HEIGHTS SIEM instance as follows:
 - a. Deloitte will notify an authorized State representative (Appendix 3) of outages within the SIEM environment
 - b. Deloitte will work with an authorized State representative (listed in Appendix 3) and, where required, the SIEM tool vendor to work towards resolving outages
 - c. Outages will be tracked in Deloitte's web-based ticketing system



2.2.4.2 *State Responsibilities*

Monitoring services provided by Deloitte depend on participation and support from the State, following are State responsibilities required by Deloitte for providing the services:

- The State will provide information, equipment, access, and device configuration to enable the site-to-site VPN and connection to the SIEM instance. The following is a list of the VPN and connectivity criteria:
 - a. Allow Deloitte Personnel to ping and traceroute to the QRadar instance
 - b. Allow Deloitte Personnel to connect to the New HEIGHTS SIEM instance on the required TCP/UDP ports
 - c. Privilege rights granted to the login accounts utilized by Deloitte personnel for the New HEIGHTS SIEM instance
 - d. Enable the New HEIGHTS SIEM instance to notify Deloitte of alerts using SMTP, or make other configuration changes that provide the appropriate alerting
- Network and perimeter device monitoring will be performed by the State Department of IT (DoIT).
- The New HEIGHTS SIEM instance will be wholly owned by the State.
- The State will provide contact information for alerting and incident management purposes and notify Deloitte in writing of changes to such information.
- The State is responsible for investigation and resolution of alerts and incidents. The State will notify Deloitte of the resolution for such alerts and incidents identified by the New HEIGHTS SIEM instance.
- The State is responsible for in-scope monitored systems to be able to provide logs in suitable format to the New HEIGHTS SIEM instance.
- The State is responsible for the resolution of outages or system issues that impact the SIEM operations.
- The State shall notify Deloitte at least two (2) business days in advance of planned upgrades, maintenance or other changes to network devices, computer systems, or source devices or data sources that may impact the functioning of the New HEIGHTS SIEM instance. This includes, but is not limited to, patching or upgrading servers, actions to maintain the State ISP service, changes to the State's remote access devices (VPN),



and other network infrastructure maintenance activities that might impact Deloitte's ability to access the New HEIGHTS SIEM instance.

- The State will be responsible for the following related to Non-Actionable Events generated by the SIEM within five (5) Business Days of such request by Deloitte:
 - a. Approving changes to the use case(s) or use case parameter(s) to be performed by Deloitte, and/or
 - b. Making updates to the source systems in terms of log contents being sent to the SIEM solution.
- State shall provide sufficient resources to review and provide feedback on the New HEIGHTS SIEM instance output.

2.2.5 Deliverables

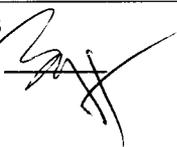
The following deliverables will be part of the services provided:

- Daily Event Report: The report will list out events identified by deployed use cases in QRadar
- Weekly Summary Report and Trend Analysis: The report will be a summary of the weekly events and a trend analysis on deployed use cases based on previously reported events

2.2.6 Assumptions

In addition to assumptions listed in Appendix 1: General Assumptions, the following assumptions apply to the Security Monitoring and SIEM Management thread:

- The State represents and certifies that it has legal license to software and hardware components of the monitored systems (including the appropriate granted permission for Deloitte to access such components as needed to perform services), and that maintenance and support contracts are in place.
- Deloitte is not responsible for performing the services when required log sources are not available.
- While we believe our proposed services will assist the State and New HEIGHTS with security monitoring objectives, due to the complexity, subjectivity, and use of third-party systems, Deloitte does not warrant that it will find actionable security incidents

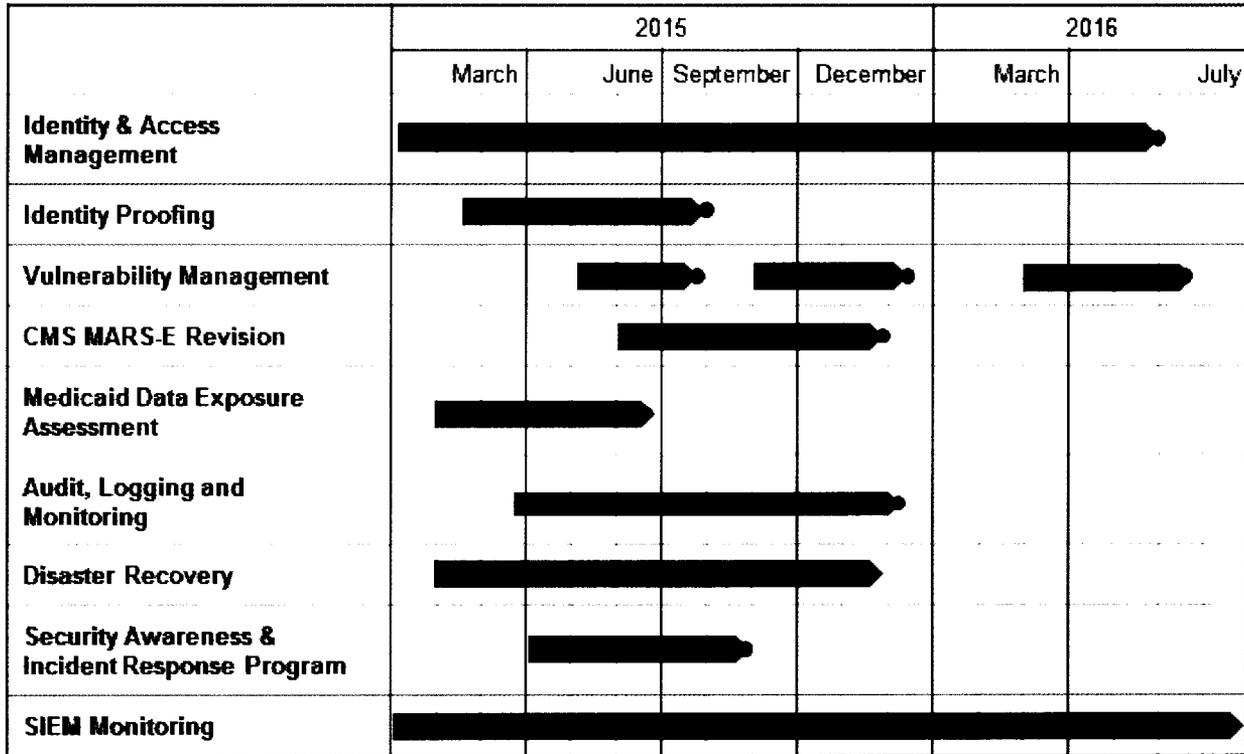


while providing its monitoring services to New HEIGHTS or that all security incidents can or will be identified by the monitoring service based on the defined use cases.

A handwritten signature in black ink, appearing to be 'GPH', is written over the 'Vendor Initials' label.

3 Milestone Inventory

Below is a preliminary timeline of the project activities:



Milestone ●

Figure 12 Security Enhancement Timeline

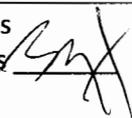
Following is the project schedule for the security initiatives:

	Milestones	Estimated Completion Date
1	Identity Management and Privileged Identity Management	
1.1	IBM IdM/PIM Project Plan and Roadmap	3/20/2015
1.2	IBM IdM/PIM Architecture and Design Specification	5/29/2015
1.3	IBM IdM/PIM Code Build Package for Test Region	8/15/2015
1.4	IBM IdM/PIM Solution Migration Documentation	10/1/2015
1.5	IBM IdM/PIM Code Build Package for Integ and Systems Region	10/30/2015
1.6	Post Go-Live System Evaluation Plan	5/30/2016
1.7	IBM IdM/PIM Code Build Package for Production	2/26/2016
1.8	IBM IdM/PIM Post Go-Live Support	6/30/2016
1.9	Phone and Email Proofing development, integration and systems deployment	2/27/2016
2	Vulnerability Management	
2.1	New HEIGHTS Secure code review round 1 report	7/31/2015

Initial all pages
Vendor Initials 

New Hampshire Department of Health and Human Services
New HEIGHTS Security Enhancements

2.2	NH EASY Secure code review round 1 report	7/31/2015
2.3	NH EASY Web application vulnerability assessment report	9/30/2015
2.4	New HEIGHTS Secure code review round 2 report	4/30/2016
2.5	NH EASY Secure code review round 2 report	4/30/2016
3	CMS MARS-E Support	
3.1	Final System Security Plan (SSP)	10/2/2015
3.2	Plan of Action and Milestones (POA&M)	11/30/2015
4	Medicaid Data Exposure Assessment	
4.1	Risk Assessment Integrated Framework	3/27/2015
4.2	Risk Assessment Summary Report	6/30/2015
5	New HEIGHTS Audit, Logging and Monitoring SIEM Use-case Refresh	
5.1	DHHS SIEM Audit Logging and Monitoring Standard	3/30/2015
5.2	Documentation on current status of logging by device and event type	4/30/2015
5.3	SIEM design and architecture	8/29/2015
5.4	SIEM Build & Configuration Manual	8/29/2015
5.5	DHHS SIEM Use Case Documentation	10/2/2015
5.6	SIEM solution build and configuration	11/6/2015
6	NECES, Bridges and Options ALM Use-case development & Configuration	
6.1	DHHS SIEM Audit Logging and Monitoring Standard	4/30/2015
6.2	Documentation on current status of logging by device and event type	4/30/2015
6.3	NECES, Bridges and Options Use-case documentation	10/2/2015
6.4	SIEM solution build and configuration	11/6/2015
7	New HEIGHTS Disaster Recovery plan	
7.1	Updated New HEIGHTS DRP	4/30/2015
7.2	New HEIGHTS Disaster Recovery test process	5/30/2015
7.3	New HEIGHTS Table-top Exercise Content	4/30/2015
7.4	New HEIGHTS Table-top baseline recovery capabilities exercise	5/30/2015
7.5	New HEIGHTS Table-top core process functionality exercise	10/4/2015
8	Security Awareness Training	
8.1	Privileged User Security Awareness Training Final	9/15/2015
8.2	Non Privileged User Security Awareness Training Final	9/30/2015
8.3	DHHS Incident Response Plan	11/30/2015
9	Security Monitoring and SIEM Management	
9.1	Security Monitoring and SIEM Management – Milestone 1	2/27/2015
9.2	Security Monitoring and SIEM Management – Milestone 2	5/29/2015
9.3	Security Monitoring and SIEM Management – Milestone 3	9/4/2015
9.4	Security Monitoring and SIEM Management – Milestone 4	12/31/2015
9.5	Security Monitoring and SIEM Management – Milestone 5	4/1/2016
9.6	Security Monitoring and SIEM Management – Milestone 6	5/30/2016
10	Security Project Management and Quality Assurance	

Initial all pages
 Vendor Initials 

New Hampshire Department of Health and Human Services
New HEIGHTS Security Enhancements

10.1	Project Management Milestone 1	2/27/2015
10.2	Project Management Milestone 2	4/3//2015
10.3	Project Management Milestone 3	5/1/2015
10.4	Project Management Milestone 4	5/29/2015
10.5	Project Management Milestone 5	7/2/2015
10.6	Project Management Milestone 6	7/31/2015
10.7	Project Management Milestone 7	8/28/2015
10.8	Project Management Milestone 8	10/2/2015
10.9	Project Management Milestone 9	10/30/2015
10.10	Project Management Milestone 10	12/4/2015
10.11	Project Management Milestone 11	12/30/2015
10.12	Project Management Milestone 12	1/29/2016
10.13	Project Management Milestone 13	2/26/2016
10.14	Project Management Milestone 14	4/1/2016
10.15	Project Management Milestone 15	4/29/2016
10.16	Project Management Milestone 16	6/30/2016

Refer to Attachment A for the Deliverable schedule.

4 Appendix

4.1 Appendix 1: General Assumptions

- This engagement will be performed in accordance with the Standards for Consulting Services of the American Institute of Certified Public Accountants (“AICPA”) and will not constitute an engagement to provide audit or attestation services as described in the professional standards issued by the AICPA. Accordingly, Deloitte will not provide any assurance concerning the reliability of any assertion that is the responsibility of another party. The services will not result in the issuance of any written or oral communication by Deloitte expressing a conclusion or any form of assurance with respect to financial data or internal controls.
- DHHS project sponsors will provide guidance to project leadership, review deliverables, accept project milestones, and assist in resolving project issues in a timely (within three business days) manner, specifically in areas where multiple State stakeholders are involved.

- DHHS is responsible for supporting the project, and for providing appropriate in-house resources to provide information and feedback based on State security policies, procedures, processes and technical controls.
- DHHS will make the necessary personnel available for facilitated sessions, interviews and meetings as required.
- Project Management Office (PMO) functions are limited to day to day functions of the security team activities covered as part of this contract.
- Deliverables that include any prioritization, categorization or rating will not be considered an opinion expressed by Deloitte.
- Information requested from the designated State of New Hampshire points-of-contact will be provided on a timely basis.
- DHHS will provide Virtual Private Network (VPN) access to the project environment resources to offsite (working from other Deloitte office locations in U.S) resources. Remote access will be provided on a 24x7 basis for Deloitte's project team during the duration of this project in order for them to perform development, testing and production support activities in a timely manner.
- DHHS retains both decision-making authority and the responsibility for choices made with regards to this project and the associated deliverables. Deloitte will not perform management functions, make management decisions, or perform in a capacity equivalent to that of an employee of the State.

4.2 Appendix 2: Monitoring Use Cases

4.2.1 User Activity Monitoring

- 1.1. Privileged User Account Modified
- 1.2. Privileged User Account Created
- 1.3. Privileged User Account Deleted
- 1.4. Privileged User Group Modified
- 1.5. Successful Access to Audit Configuration File
- 1.6. User Account Modified
- 1.7. User Account Deleted
- 1.8. User Account Created
- 1.9. Multiple Login Failures

- 1.10. User Access to Resource – Unsuccessful
- 1.11. User Access to Resource – Successful
- 1.12. Privileged User Login Failed
- 1.13. Privileged User Login Successful
- 1.14. User Login Failed
- 1.15. User Login Successful
- 1.16. Brute Force Login Attempts
- 1.17. Privileged User Login Successful
- 1.18. Privileged User Login Failed

4.2.2 Database Activity Monitoring

- 1.1. Privileged User Activity Monitoring
- 1.1. Non-Privileged User Access Monitoring
- 1.2. Database Service Activity Monitoring
- 1.3. User Account Added to DB2 DBA Group
- 1.4. User Account Removed from DB2 DBA Group
- 1.5. Privileged User Account Modified
- 1.6. User Account Modified
- 1.7. User Account Deleted
- 1.8. User Account Created
- 1.9. Multiple Database Login Failures
- 1.10. User Login Successful

4.2.3 Host Activity Monitoring

- 1.1. Unix Batch Process Monitoring
- 1.2. Dataset Profile Created
- 1.3. Dataset Profile Deleted
- 1.4. Dataset Profile Modified
- 1.5. Application Service Activity Monitoring

4.2.4 Application Monitoring

- 1.1. Application Service Activity Monitoring
- 1.2. Application Error Handling

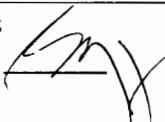
4.3 Appendix 3: New HEIGHTS Contacts

4.3.1 Report Delivery Recipients

The following individuals will receive the periodic reports by email, as set forth below.

Daily Event Reports:

Contact Name	Email
S&CSI	ibmtsg@nh.gov



New Hampshire Department of Health and Human Services
 New HEIGHTS Security Enhancements

Vinod Brahmapuram	vinod.brahmapuram@dhhs.state.nh.us
Scott Workman	sworkman@deloitte.com
Komma Surendranatha	skomma@deloitte.com

Weekly Summary and Monthly Trend Reports:

Contact Name	Email
S&CSI	ibmtsg@nh.gov
Vinod Brahmapuram	vinod.brahmapuram@dhhs.state.nh.us
Komma Surendranatha	skomma@deloitte.com
Laurie Snow	lsnow@dhhs.state.nh.us
William Baggeroer	william.baggeroer@dhhs.state.nh.us

4.3.2 SIEM Operational Support:

Deloitte will reach out to the following individuals for issues with log sources, SIEM outages, or access to the SIEM consoles:

Contact Name	Email	Office #	Mobile #	Preference
Vinod Brahmapuram	Vinod.Brahmapuram@dhhs.state.nh.us	603.271.9401	603.540.0835	Office
Scott Workman	sworkman@deloitte.com	412.402.5290	603.630.2355	Office
Robert Romeril	robert.romeril@doit.nh.gov	603.223.5789	603.930.5115	Office
Craig Dudley	Craig.Dudley@doit.nh.gov	603.223.5798	603.271.1506	Office
Jim Tyree	Jim.tyree@doit.nh.gov	603.271.6846	N/A	Office
Dean Nai	Dean.Nai@doit.nh.gov	603.271.1529	N/A	Office

Initial all pages
 Vendor Initials 

Attachment B-1 – Addendum for Amendment 4 Security Enhancement Milestones

New HEIGHTS Service Modernization & Incremental Renewal Security Milestones

Contract	Milestone Number	Project	Milestones	Amount	Date	State Fiscal Year	Federal Fiscal Year
Amendment 4	1	New HEIGHTS IdM Implementation Support	IBM IdM/PIM Project Plan Draft	\$25,000	2/24/2015	\$25,000	\$25,000
Amendment 4	2	New HEIGHTS IdM Implementation Support	IBM IdM/PIM Roadmap Draft	\$25,000	2/24/2015	\$50,000	\$50,000
Amendment 4	3	Security PMO	Project Management Milestone 1	\$28,125	2/27/2015	\$78,125	\$78,125
Amendment 4	4	DHHS Risk Assessment Framework Development	Risk Assessment Integrated FrameworkDraft	\$50,000	2/27/2015	\$128,125	\$128,125
Amendment 4	5	SIEM Monitoring	Security Monitoring and SIEM Management – Milestone 1	\$160,000	2/27/2015	\$288,125	\$288,125
Amendment 4	6	New HEIGHTS IdM Implementation Support	IBM IdM/PIM Project Plan and Roadmap	\$50,000	3/20/2015	\$338,125	\$338,125
Amendment 4	7	DHHS Risk Assessment Framework Development	Risk Assessment Integrated Framework	\$50,000	3/27/2015	\$388,125	\$388,125
Amendment 4	8	New HEIGHTS SIEM Configuration Support	DHHS SIEM Audit Logging and Monitoring Standard	\$10,000	3/30/2015	\$398,125	\$398,125
Amendment 4	9	New HEIGHTS DR Test Execution Support	New HEIGHTS Table-top Exercise Draft	\$30,000	3/30/2015	\$428,125	\$428,125
Amendment 4	10	Security PMO	Project Management Milestone 2	\$28,125	4/3/2015	\$456,250	\$456,250
Amendment 4	11	New HEIGHTS SIEM Configuration Support	Documentation on current status of logging by device and event type	\$10,000	4/30/2015	\$466,250	\$466,250
Amendment 4	12	NECSSES, Bridges, Options SIEM Configuration	DHHS SIEM Audit Logging and Monitoring Standard	\$15,000	4/30/2015	\$481,250	\$481,250
Amendment 4	13	NECSSES, Bridges, Options SIEM Configuration	Documentation on current status of logging by device and event type	\$15,000	4/30/2015	\$496,250	\$496,250
Amendment 4	14	New HEIGHTS DR Test Execution Support	New HEIGHTS Table-top Exercise Content	\$30,000	4/30/2015	\$526,250	\$526,250
Amendment 4	15	New HEIGHTS DR Test Execution Support	Updated New HEIGHTS DRP	\$50,000	4/30/2015	\$576,250	\$576,250
Amendment 4	16	New HEIGHTS IdM Implementation Support	IBM IdM/PIM Architecture and Design Specification Draft	\$100,000	4/30/2015	\$676,250	\$676,250

Initial all pages
Vendor Initials

Attachment B-1 – Addendum for Amendment 4 Security Enhancement Milestones

Contract	Milestone Number	Project	Milestones	Amount	Date	State Fiscal Year	Federal Fiscal Year
Amendment 4	17	Security PMO	Project Management Milestone 3	\$28,125	5/1/2015	\$704,375	\$704,375
Amendment 4	18	Security PMO	Project Management Milestone 4	\$28,125	5/29/2015	\$732,500	\$732,500
Amendment 4	19	SIEM Monitoring	Security Monitoring and SIEM Management – Milestone 2	\$50,000	5/29/2015	\$782,500	\$782,500
Amendment 4	20	DHHS Risk Assessment Support	Risk Assessment Summary Report Draft	\$75,000	5/29/2015	\$857,500	\$857,500
Amendment 4	21	New HEIGHTS IdM Implementation Support	IBM IdM/PIM Architecture and Design Specification	\$100,000	5/29/2015	\$957,500	\$957,500
Amendment 4	22	New HEIGHTS DR Test Execution Support	New HEIGHTS Disaster Recovery test process	\$25,000	5/30/2015	\$982,500	\$982,500
Amendment 4	23	New HEIGHTS DR Test Exercise	New HEIGHTS Table-top baseline recovery capabilities exercise	\$100,000	5/30/2015	\$1,082,500	\$1,082,500
Amendment 4	24	New HEIGHTS DR Test Exercise	New HEIGHTS Table-top baseline recovery capabilities exercise debrief report	\$25,000	6/15/2015	\$1,107,500	\$1,107,500
Amendment 4	25	DHHS Risk Assessment Support	Risk Assessment Summary Report	\$100,000	6/30/2015	\$1,207,500	\$1,207,500
Amendment 4	26	Security PMO	Project Management Milestone 5	\$28,125	7/2/2015	\$28,125	\$1,235,625
Amendment 4	27	New HEIGHTS CMS Security Support	Updated System Security Plan (SSP) Draft	\$50,000	7/2/2015	\$78,125	\$1,285,625
Amendment 4	28	Security PMO	Project Management Milestone 6	\$28,125	7/31/2015	\$106,250	\$1,313,750
Amendment 4	29	New HEIGHTS Java Code Vulnerability Analysis	New HEIGHTS Secure code review round 1 report	\$35,000	7/31/2015	\$141,250	\$1,348,750
Amendment 4	30	New HEIGHTS Java Code Vulnerability Analysis	NH EASY Secure code review round 1 report	\$35,000	7/31/2015	\$176,250	\$1,383,750
Amendment 4	31	New HEIGHTS SIEM Configuration Support	SIEM design and architecture Draft	\$50,000	7/31/2015	\$226,250	\$1,433,750
Amendment 4	32	New HEIGHTS SIEM Configuration Support	SIEM Build & Configuration Manual Draft	\$50,000	7/31/2015	\$276,250	\$1,483,750
Amendment 4	33	New HEIGHTS IdM Build	IBM IdM/PIM Code Build Package for Test Region	\$250,000	8/15/2015	\$526,250	\$1,733,750
Amendment 4	34	Security PMO	Project Management Milestone 7	\$28,125	8/28/2015	\$554,375	\$1,761,875
Amendment 4	35	New HEIGHTS SIEM Configuration Support	SIEM design and architecture	\$50,000	8/29/2015	\$604,375	\$1,811,875

Initial all pages
Vendor Initials

Attachment B-1 – Addendum for Amendment 4 Security Enhancement Milestones

Contract	Milestone Number	Project	Milestones	Amount	Date	State Fiscal Year	Federal Fiscal Year
Amendment 4	36	New HEIGHTS SIEM Configuration Support	SIEM Build & Configuration Manual	\$50,000	8/29/2015	\$654,375	\$1,861,875
Amendment 4	37	New HEIGHTS Application Changes for Security	New HEIGHTS secure code round 1 remediation	\$15,000	8/30/2015	\$669,375	\$1,876,875
Amendment 4	38	New HEIGHTS Phone, Email Identity Proofing	Deployment and system integration	\$53,000	8/30/2015	\$722,375	\$1,929,875
Amendment 4	39	DHHS Security Training/IR Support	Privileged User Security Awareness Training Draft	\$30,000	9/1/2015	\$752,375	\$1,959,875
Amendment 4	40	SIEM Monitoring	Security Monitoring and SIEM Management – Milestone 3	\$50,000	9/4/2015	\$802,375	\$2,009,875
Amendment 4	41	DHHS Security Training/IR Support	Privileged User Security Awareness Training Final	\$15,000	9/15/2015	\$817,375	\$2,024,875
Amendment 4	42	New HEIGHTS SIEM Configuration Support	DHHS SIEM Use Case Documentation Draft	\$30,000	9/15/2015	\$847,375	\$2,054,875
Amendment 4	43	DHHS Security Training/IR Support	Non Privileged User Security Awareness Training Draft	\$30,000	9/15/2015	\$877,375	\$2,084,875
Amendment 4	44	DHHS Security Training/IR Support	Non Privileged User Security Awareness Training Final	\$15,000	9/30/2015	\$892,375	\$2,099,875
Amendment 4	45	New HEIGHTS Java Code Vulnerability Analysis	NH EASY Web application vulnerability assessment report	\$35,000	9/30/2015	\$927,375	\$2,134,875
Amendment 4	46	New HEIGHTS IdM Implementation Support	IBM IdM/PIM Solution Migration Documentation Draft	\$100,000	9/30/2015	\$1,027,375	\$2,234,875
Amendment 4	47	New HEIGHTS IdM Implementation Support	IBM IdM/PIM Solution Migration Documentation	\$100,000	10/1/2015	\$1,127,375	\$100,000
Amendment 4	48	Security PMO	Project Management Milestone 8	\$28,125	10/2/2015	\$1,155,500	\$128,125
Amendment 4	49	New HEIGHTS SIEM Configuration Support	DHHS SIEM Use Case Documentation	\$30,000	10/2/2015	\$1,185,500	\$158,125
Amendment 4	50	NECSSES, Bridges, Options SIEM Configuration	NECSSES, Bridges and Options Use-case documentation	\$40,000	10/2/2015	\$1,225,500	\$198,125
Amendment 4	51	New HEIGHTS CMS Security Support	Final System Security Plan (SSP)	\$50,000	10/2/2015	\$1,275,500	\$248,125
Amendment 4	52	New HEIGHTS DR Test Exercise	New HEIGHTS Table-top core process functionality exercise	\$100,000	10/4/2015	\$1,375,500	\$348,125

Initial all pages
 Vendor Initials 

Attachment B-1 – Addendum for Amendment 4 Security Enhancement Milestones

Contract	Milestone Number	Project	Milestones	Amount	Date	State Fiscal Year	Federal Fiscal Year
Amendment 4	53	New HEIGHTS DR Test Exercise	New HEIGHTS Table-top core process functionality exercise debrief report	\$25,000	10/20/2015	\$1,400,500	\$373,125
Amendment 4	54	New HEIGHTS CMS Security Support	Plan of Action and Milestones (POA&M) Draft	\$50,000	10/20/2015	\$1,450,500	\$423,125
Amendment 4	55	Security PMO	Project Management Milestone 9	\$28,125	10/30/2015	\$1,478,625	\$451,250
Amendment 4	56	DHHS Security Training/IR Support	DHHS Incident Response Plan Draft	\$45,000	10/30/2015	\$1,523,625	\$496,250
Amendment 4	57	New HEIGHTS IdM Build	IBM IdM/PIIM Code Build Package for Integ and Systems Region	\$250,000	10/30/2015	\$1,773,625	\$746,250
Amendment 4	58	New HEIGHTS SIEM Configuration Support	SIEM solution build and configuration	\$50,000	11/6/2015	\$1,823,625	\$796,250
Amendment 4	59	NECSES, Bridges, Options SIEM Configuration	SIEM solution build and configuration	\$50,000	11/6/2015	\$1,873,625	\$846,250
Amendment 4	60	New HEIGHTS IdM Build	Integration and System region deployment	\$50,000	11/15/2015	\$1,923,625	\$896,250
Amendment 4	61	New HEIGHTS Application Changes for Security	NH EASY secure code and web application vulnerability Remediation	\$15,000	11/30/2015	\$1,938,625	\$911,250
Amendment 4	62	DHHS Security Training/IR Support	DHHS Incident Response Plan	\$45,000	11/30/2015	\$1,983,625	\$956,250
Amendment 4	63	New HEIGHTS CMS Security Support	Plan of Action and Milestones (POA&M)	\$50,000	11/30/2015	\$2,033,625	\$1,006,250
Amendment 4	64	Security PMO	Project Management Milestone 10	\$28,125	12/4/2015	\$2,061,750	\$1,034,375
Amendment 4	65	Security PMO	Project Management Milestone 11	\$28,125	12/30/2015	\$2,089,875	\$1,062,500
Amendment 4	66	SIEM Monitoring	Security Monitoring and SIEM Management – Milestone 4	\$50,000	12/31/2015	\$2,139,875	\$1,112,500
Amendment 4	67	Security PMO	Project Management Milestone 12	\$28,125	1/29/2016	\$2,168,000	\$1,140,625
Amendment 4	68	Security PMO	Project Management Milestone 13	\$28,125	2/26/2016	\$2,196,125	\$1,168,750
Amendment 4	69	New HEIGHTS IdM Build	IBM IdM/PIIM Code Build Package for Production	\$250,000	2/26/2016	\$2,446,125	\$1,418,750
Amendment 4	70	New HEIGHTS IdM Build	Test Cases and Execution Summary Results for the Production roll out	\$50,000	3/15/2016	\$2,496,125	\$1,468,750
Amendment 4	71	Security PMO	Project Management Milestone 14	\$28,125	4/1/2016	\$2,524,250	\$1,496,875
Amendment 4	72	SIEM Monitoring	Security Monitoring and SIEM Management – Milestone 5	\$50,000	4/1/2016	\$2,574,250	\$1,546,875

Initial all pages
Vendor Initials

Attachment B-1 – Addendum for Amendment 4 Security Enhancement Milestones

Contract	Milestone Number	Project	Milestones	Amount	Date	State Fiscal Year	Federal Fiscal Year
Amendment 4	73	Security PMO	Project Management Milestone 15	\$28,125	4/29/2016	\$2,602,375	\$1,575,000
Amendment 4	74	New HEIGHTS Java Code Vulnerability Analysis	New HEIGHTS Secure code review round 2 report	\$35,000	4/30/2016	\$2,637,375	\$1,610,000
Amendment 4	75	New HEIGHTS Java Code Vulnerability Analysis	NH EASY Secure code review round 2 report	\$35,000	4/30/2016	\$2,672,375	\$1,645,000
Amendment 4	76	New HEIGHTS IdM Implementation Support	IBM IdM/PIM Closeout Report	\$50,000	4/30/2016	\$2,722,375	\$1,695,000
Amendment 4	77	New HEIGHTS IdM Build	Post Go-Live System Evaluation Plan Draft	\$50,000	4/30/2016	\$2,772,375	\$1,745,000
Amendment 4	78	New HEIGHTS Application Changes for Security	New HEIGHTS Secure code round 2 remediation	\$10,000	5/30/2016	\$2,782,375	\$1,755,000
Amendment 4	79	New HEIGHTS Application Changes for Security	NH EASY secure code round 2 remediation	\$10,000	5/30/2016	\$2,792,375	\$1,765,000
Amendment 4	80	New HEIGHTS IdM Implementation Support	IBM IdM/PIM Post Go-Live Support	\$250,000	5/30/2016	\$2,842,375	\$1,815,000
Amendment 4	81	SIEM Monitoring	Security Monitoring and SIEM Management – Milestone 6	\$40,000	5/30/2016	\$2,882,375	\$1,855,000
Amendment 4	82	Security PMO	Project Management Milestone 16	\$28,125	6/30/2016	\$2,910,500	\$1,883,125
Amendment 4	83	New HEIGHTS IdM Build	Post Go-Live System Evaluation Plan	\$50,000	6/30/2016	\$3,160,500	\$2,133,125
N/A	N/A	Total	N/A	\$4,368,000	N/A	\$4,368,000	\$4,368,000

Initial all pages
Vendor Initials





STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION OF CLIENT SERVICES

#MTT
5/8/14 43A

Nicholas A. Toumpas
Commissioner

Carol E. Sideris
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9404 1-800-852-3345 Ext. 9404
Fax: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 22, 2014

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

SOLE SOURCE

90% Federal funds
10% General funds

REQUESTED ACTION

Authorize the State of New Hampshire, Department of Health and Human Services, Division of Client Services to amend an existing **sole source** contract (PO# 7000896) with Deloitte Consulting LLP, 2601 Market Place, 2nd Floor, Harrisburg, PA 17110 (Vendor # 174776), by increasing the price limitation by \$5,568,907.00 from \$44,655,636.33 to an amount not to exceed \$50,224,543.33, effective May 8, 2014 or the date of Governor and Executive Council approval, whichever is later. This Agreement was originally approved by Governor and Council on October 3, 2012, Item # 36, amended on April 3, 2013, Item # 40 B and amended on January 15, 2014, Item # 39. The purpose of this contract amendment is to modify the New HEIGHTS scope of work to accommodate the recent legislation mandating the implementation of the New Hampshire Health Protection Program (NHPPP) to provide a coordinated strategy to access private insurance coverage for uninsured, low-income citizens with income up to 133 percent of the federal poverty level (FPL) using available, cost-effective health care coverage options for Medicaid newly eligible individuals at the earliest practicable date. Funds are available in the following accounts(s) in State Fiscal Year 2014 and are anticipated to be available in State Fiscal Years 2015 – 2017 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-45-450010-6125 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, DIRECTOR'S OFFICE

State Fiscal Year	Class/Object	Description	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2013	046-500464	Consultants	\$4,448,520.00	\$0.00	\$4,448,520.00
Sub Total			\$4,448,520.00	\$0.00	\$4,448,520.00

05-95-45-451010-7993 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS TRANSITIONAL ASSISTANCE, DIVISION OF CLIENT SERVICES, CLIENT SERVICES – DFA FIELD SVCS

State Fiscal Year	Class/Object	Description	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2014	046-500464	Consultants	\$3,892,495.00	\$4,950,000.00	\$8,842,495.00
SFY 2015	046-500464	Consultants	\$4,714,921.00	\$618,907.00	\$5,333,828.00

SFY 2016	046-500464	Consultants	\$927,442.00	\$0.00	\$927,442.00
Sub Total			\$9,534,858.00	\$5,568,907.00	\$15,103,765.00

05-95-45-450030-0967 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, 11-253:1:VII-G NEW HGHTS RENEW

State Fiscal Year	Class/Object	Description	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2013	034-500099	Major IT Systems	\$6,651,302.00	\$0.00	\$6,651,302.00
SFY 2014	034-500099	Major IT Systems	\$1,181,145.00	\$0.00	\$1,181,145.00
SFY 2015	034-500099	Major IT Systems	\$523,880.00	\$0.00	\$523,880.00
SFY 2016	034-500099	Major IT Systems	\$178,122.00	\$0.00	\$178,122.00
Sub Total			\$8,534,449.00	\$0.00	\$8,534,449.00

05-95-95-950030-0977 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS COMMISSIONER, OFFICE OF THE COMMISSIONER, 11-253:1:VII-Q ACCESS FRONT DOOR

State Fiscal Year	Class/Object	Description	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2014	034-500099	Major IT Systems	\$6,070,888.00	\$0.00	\$6,070,888.00
SFY 2015	034-500099	Major IT Systems	\$7,649,112.00	\$0.00	\$7,649,112.00
Sub Total			\$13,720,000.00	\$0.00	\$13,720,000.00

05-95-45-450030-2924 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, 13-195:VII-E – NEW HEIGHTS INC

State Fiscal Year	Class/Object	Description	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2015	034-500099	Major IT Systems	\$16,397.00	\$0.00	\$16,397.00
SFY 2016	034-500099	Major IT Systems	\$7,131,779.00	\$0.00	\$7,131,779.00
SFY 2017	034-500099	Major IT Systems	\$1,269,633.33	\$0.00	\$1,269,633.33
Sub Total			\$8,417,809.33	\$0.00	\$8,417,809.33
		Total	\$44,655,636.33	\$5,568,907.00	\$50,224,543.33

EXPLANATION

This is an amendment to a **sole source** contract because it is in the best interest of the State of New Hampshire and the Department of Health and Human Services to contract with Deloitte Consulting LLP for these enhancements. Any vendor other than Deloitte would have a tremendous learning curve and the timelines do not support the lag time that would be required to bring a new team on board. The deliverables contained in this amendment are directly related to the work currently under development in the contract, therefore it is not possible to given the tight timelines and criticality of this functionality to consider another vendor.

The purpose of this contract amendment is to modify the New HEIGHTS scope of work to accommodate the recent legislation mandating the implementation of the New Hampshire Health Protection Program (NHHP) to provide a coordinated strategy to access private insurance coverage for uninsured, low-income citizens with income up to 133 percent of the federal poverty level (FPL) using available, cost-effective health care coverage options for Medicaid newly eligible individuals at the earliest practicable date. The approved legislation necessitates significant changes to the New HEIGHTS system which includes:

- A process to implement the health insurance premium payment (HIPP) program to determine if it is more cost effective for the department to pay premiums for employer sponsored health insurance and their spouse and dependents if applicable. This includes a new interface with the HIPP vendor as well as an import of decisions into New HEIGHTS and processes to send changes to the MMIS as well as the managed care organizations.
- A new process to determine if applicants are medically frail after completion of a health questionnaire screening. This includes new notices to give applicants a choice of the Alternative Benefit Plan or standard Medicaid, integration with the HIPP process, interface changes to pass plan information to the MMIS and the managed care organizations.
- Implementation of the voluntary bridge to marketplace premium assistance program in order to provide medical assistance for newly eligible adults and their spouse and dependents, if applicable, who are ineligible for the HIPP program. In order to receive medical assistance through the program, newly eligible adults shall choose health insurance coverage either from qualified health plans (QHPs) offered on the federally-facilitated exchange if cost effective or an alternative benefit plan (ABP) offered by one of the managed care organizations (MCO) awarded contracts as vendors to implement Medicaid managed care.
- Implementation of the marketplace premium assistance program for newly eligible adults who are ineligible for the HIPP program for a January, 2016 timeframe. Once the marketplace for premium assistance is established, a conversion will be required to move eligible members from the alternative benefit plan (ABP) offered by a managed care organization (MCO) during the voluntary bridge to marketplace premium assistance program. Members will be automatically enrolled at the beginning of open enrollment in a comparable QHP by that same MCO if one is available unless, such newly eligible adult subsequently chooses a different QHP during the enrollment period. In addition to providing conversion support, New HEIGHTS will also be modified to support enrollment in the QHP, premium calculation, reporting and other downstream functions.

Other changes in this amendment include:

- Implementation of the second phase of Care Management which is planned to be completed in 2014/2015 and will require changes to New HEIGHTS. Changes will include modifications in the managed care enrollment logic, interfaces to the managed care organizations and MMIS, client notices and other similar adjustments to include the new groups being added into managed care with Step II.
- The added complexities of managing expanded Medicaid in addition to infrastructure and service modernizations will require more project management infrastructure and support. The PMO will include a dedicated project plan specialist to maintain the project plan and two functional support specialists to assist the DHHS New HEIGHTS staff as liaison to stakeholders for requirements, design and testing functions.
- Real time eligibility determinations for cases that can be cleared systematically and where sufficient data exists to support automation, New HEIGHTS will be enhanced to offer “no touch” eligibility processing. This feature would support real-time opening of eligibility for applicants utilizing the Web based NH EASY self-service solution.
- Changes to ensure that the New HEIGHTS and NH EASY systems are handicapped accessible under Section 508.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
April 22, 2014
Page 4

- Adjustments to previous deliverable dates to accommodate the aggressive timelines required by the legislation as well as a slight reduction in the original scope of work.
- Support for initiatives such as the State Innovation Model Testing Grant Application; completion of the high level vision of future organization structure; development of detailed organizational chart for the future state organization, development of an implementation road map to the future state organization, ongoing DHHS change management training and support initiatives; completion of a work flow model for the organizational structure, and management support for the implementation of the organization redesign roadmap

Should Governor and Council determine to deny this request, the Department of Health and Human Services will not be able to retain the 90% Federal match rate for these initiatives.

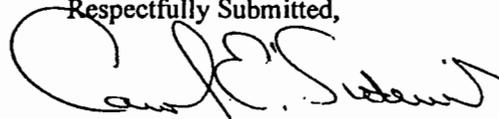
The State will be working with Deloitte Consulting daily ensuring that the deliverables outlined in this contract amendment are met. Additionally, the Centers for Medicare & Medicaid Services are also working closely with both the State and the vendor to ensure timely implementation.

Geographic area served: Statewide

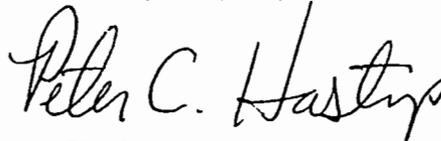
Source of Funds: 90% Federal Funds and 10% State General Funds

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

Respectfully Submitted,

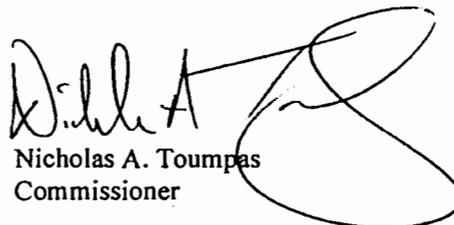


Carol E. Sideris
Division of Client Services



Peter Hastings
Commissioner
Department of Information Technology

Approved by:



Nicholas A. Toumpas
Commissioner



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

Nicholas A. Toumpas
Commissioner

William L. Baggeroer
Chief Information Officer

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

April 22, 2014

Peter Hastings
Commissioner
Department of Information Technology
27 Hazen Drive
Concord, NH 03301

Requested Action and Explanation

The Department of Health and Human Services (DHHS), Division of Client Services (DCS), respectfully requests approval to amend the existing contract with Deloitte LLP of 2601 Market Place, 2nd Floor, Harrisburg, PA 17110, PO # 7000896, by increasing the price limitation by \$5,568,097.00 from \$44,655,636.33 to an amount not to exceed \$50,223,733.33, effective May 8, 2014 or the date of Governor and Executive Council approval, whichever is later.

The purpose of this contract amendment is to modify the New HEIGHTS scope of work to accommodate the recent legislation mandating the implementation of the New Hampshire Health Protection Program (NHHPP) to provide a coordinated strategy to access private insurance coverage for uninsured, low-income citizens with income up to 133 percent of the federal poverty level (FPL) using available, cost-effective health care coverage options for Medicaid newly eligible individuals at the earliest practicable date. The approved legislation necessitates significant changes to the New HEIGHTS system which includes:

- A process to implement the health insurance premium payment (HIPP) program to determine if it is more cost effective for the department to pay premiums for employer sponsored health insurance and their spouse and dependents if applicable. This includes a new interface with the HIPP vendor as well as an import of decisions into New HEIGHTS and processes to send changes to the MMIS as well as the managed care organizations.
- A new process to determine if applicants are medically frail after completion of a health questionnaire screening. This includes new notices to give applicants a choice of the Alternative Benefit Plan or standard Medicaid, integration with the HIPP process, interface changes to pass plan information to the MMIS and the managed care organizations.
- Implementation of the voluntary bridge to marketplace premium assistance program in order to provide medical assistance for newly eligible adults and their spouse and dependents, if applicable, who are ineligible for the HIPP program. In order to receive medical assistance through the program, newly eligible adults shall choose health insurance coverage either from qualified health plans (QHPs) offered on the federally-facilitated exchange if cost effective or an alternative benefit plan (ABP) offered by one of the managed care organizations (MCO) awarded contracts as vendors to implement Medicaid managed care.
- Implementation of the marketplace premium assistance program for newly eligible adults who are ineligible for the HIPP program for a January, 2016 timeframe. Once the marketplace for premium assistance is established, a conversion will be required to move eligible members from the alternative benefit plan (ABP)

offered by a managed care organization (MCO) during the voluntary bridge to marketplace premium assistance program. Members will be automatically enrolled at the beginning of open enrollment in a comparable QHP by that same MCO if one is available unless, such newly eligible adult subsequently chooses a different QHP during the enrollment period. In addition to providing conversion support, New HEIGHTS will also be modified to support enrollment in the QHP, premium calculation, reporting and other downstream functions.

Other changes in this amendment include:

- Implementation of the second phase of Care Management which is planned to be completed in 2014/2015 and will require changes to New HEIGHTS. Changes will include modifications in the managed care enrollment logic, interfaces to the managed care organizations and MMIS, client notices and other similar adjustments to include the new groups being added into managed care with Step II.
- The added complexities of managing expanded Medicaid in addition to infrastructure and service modernizations will require more project management infrastructure and support. The PMO will include a dedicated project plan specialist to maintain the project plan and two functional support specialists to assist the DHHS New HEIGHTS staff as liaison to stakeholders for requirements, design and testing functions.
- Real time eligibility determinations for cases that can be cleared systematically and where sufficient data exists to support automation, New HEIGHTS will be enhanced to offer “no touch” eligibility processing. This feature would support real-time opening of eligibility for applicants utilizing the Web based NH EASY self-service solution.
- Changes to ensure that the New HEIGHTS and NH EASY systems are handicapped accessible under Section 508.
- Adjustments to previous deliverable dates to accommodate the aggressive timelines required by the legislation as well as a slight reduction in the original scope of work.
- Support for initiatives such as the State Innovation Model Testing Grant Application; completion of the high level vision of future organization structure; development of detailed organizational chart for the future state organization, development of an implementation road map to the future state organization, ongoing DHHS change management training and support initiatives; completion of a work flow model for the organizational structure, and management support for the implementation of the organization redesign roadmap

Funds are available as noted below in the following accounts for Fiscal Years (FY) 2013 thru 2017:

05-95-45-450010-6125 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, DIRECTOR’S OFFICE

State Fiscal Year	Class/Object	Description	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2013	046-500464	Consultants	\$4,448,520.00	\$0.00	\$4,448,520.00
Sub Total			\$4,448,520.00	\$0.00	\$4,448,520.00

05-95-45-451010-7993 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS TRANSITIONAL ASSISTANCE, DIVISION OF CLIENT SERVICES, CLIENT SERVICES – DFA FIELD SVCS

State	Class/Object	Description	Current	Increase	Revised
-------	--------------	-------------	---------	----------	---------

Fiscal Year			Modified Budget	(Decrease) Amount	Modified Budget
SFY 2014	046-500464	Consultants	\$3,892,495.00	\$4,950,000.00	\$8,842,495.00
SFY 2015	046-500464	Consultants	\$4,714,721.00	\$618,907.00	\$5,333,828.00
SFY 2016	046-500464	Consultants	\$927,442.00	\$0.00	\$927,442.00
Sub Total			\$9,534,858.00	\$5,568,907.00	\$15,103,765.00

05-95-45-450030-0967 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, 11-253:1:VII-G NEW HGHTS RENEW

State Fiscal Year	Class/Object	Description	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2013	034-500099	Major IT Systems	\$6,651,302.00	\$0.00	\$6,651,302.00
SFY 2014	034-500099	Major IT Systems	\$1,181,145.00	\$0.00	\$1,181,145.00
SFY 2015	034-500099	Major IT Systems	\$523,880.00	\$0.00	\$523,880.00
SFY 2016	034-500099	Major IT Systems	\$178,122.00	\$0.00	\$178,122.00
Sub Total			\$8,534,449.00	\$0.00	\$8,534,449.00

05-95-95-950030-0977 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS COMMISSIONER, OFFICE OF THE COMMISSIONER, 11-253:1:VII-Q ACCESS FRONT DOOR

State Fiscal Year	Class/Object	Description	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2014	034-500099	Major IT Systems	\$6,070,888.00	\$0.00	\$6,070,888.00
SFY 2015	034-500099	Major IT Systems	\$7,649,112.00	\$0.00	\$7,649,112.00
Sub Total			\$13,720,000.00	\$0.00	\$13,720,000.00

05-95-45-450030-2924 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, 13-195:VII-E – NEW HEIGHTS INC

State Fiscal Year	Class/Object	Description	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2015	034-500099	Major IT Systems	\$16,397.00	\$0.00	\$16,397.00
SFY 2016	034-500099	Major IT Systems	\$7,131,779.00	\$0.00	\$7,131,779.00
SFY 2017	034-500099	Major IT Systems	\$1,269,633.33	\$0.00	\$1,269,633.33
Sub Total			\$8,417,809.33	\$0.00	\$8,417,809.33
		Total	\$44,655,636.33	\$5,568,907.00	\$50,224,543.33

Prior Related Actions

The Governor and Executive Council approved the original contract on October 3, 2012, Item #36. Amendments to this contract were approved on April 3, 2013, Item #40b and January 15, 2014 #39.

Alternatives and Benefits

This is an amendment to a sole source contract because it is in the best interest of the State of New Hampshire and the Department of Health and Human Services to contract with Deloitte LLP for these enhancements. Any vendor other than Deloitte would have a tremendous learning curve and the timelines do not support the lag time that would be required to bring a new team on board. The deliverables contained in this amendment are directly related to the work currently under development in the base contract, therefore it is not possible to given the tight timelines and criticality of this functionality to pursue any other options.

Impact on Other State Agencies and Municipalities

DHHS does not anticipate any impact to other state agencies.

Requisition Information:

Vendor Name <u>Deloitte LLP</u>

Funding Sources and Amounts:

	* Object Code(s)	FY2013	FY2014-FY2017	Total
STATE	034-500099	\$1,209,578.00	\$7,093,042.33	\$8,302,620.33
FEDERAL	034-500099	\$5,441,724.00	\$17,007,785.00	\$22,449,509.00
FEDERAL	046-500464	\$4,448,520.00	\$15,023,894.00	\$19,472,414.00
OTHER (Specify Source, i.e.: Registration Fees)				
TOTAL		\$11,099,822.00	\$39,124,721.33	\$50,224,543.33

CONTACT PERSON

Laurie Snow, New HEIGHTS Project Manager
 NH Department of Health and Human Services
 Division of Client Services
 7 Eagle Square, Suite 301
 Concord, NH 03301
 Telephone: (603) 227-0326

Peter Hastings
April 22, 2014
Page 5 of 5

Fax: (603) 226-2154
Email: lsnow@dhhs.state.nh.us

CERTIFICATION

The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

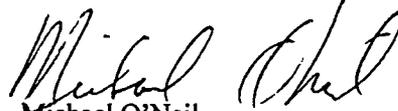
Respectfully submitted,



William L. Baggeroer
Chief Information Officer



Carol Sideris, Director
Division of Client Services



Michael O'Neil
Information Technology Manager, DHHS
Department of Information Technology

Approved by:



Nicholas A. Toumpas
Commissioner

CC: Leslie Mason, IT Manager
Laurie Snow, Project Manager



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

Peter C. Hastings
Commissioner

April 24, 2014

Nicholas Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Deloitte Consulting LLP, of Pittsburgh, PA as described below and referenced as DoIT No. 2013-063C.

This is a request to amend the contract to modify the New HEIGHTS scope of work to accommodate the recent legislation mandating the implementation of the New Hampshire Health Protection Program (NHHP) to provide a coordinated strategy to access private insurance coverage for uninsured, low-income citizens with income up to 133 percent of the federal poverty level (FPL) using available, cost-effective health care coverage options for Medicaid newly eligible individuals at the earliest practicable date. The amendment increases the contract funding by \$5,568,907.00, from \$44,655,636.33 to an amount not to exceed \$50,224,543.33 and shall be effective upon Governor and Council approval.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Peter C. Hastings".

Peter C. Hastings

PCH/ltn
Contract #2013-063C

cc: Mary Calise, DHHS
Leslie Mason, DoIT

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
New HEIGHTS
Service Modernization and Incremental Renewal
Amendment 3

This 3rd Amendment to the Deloitte Consulting LLP Contract (hereinafter referred to as Amendment 3) dated this 22nd day of April 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or the "Department" or "DHHS") and Deloitte Consulting, Limited Liability Partnership (hereinafter "Deloitte" and/or "the Contractor") with a place of business at 1000 One PPG Place, Pittsburgh, Pennsylvania 15222-5414.

WHEREAS, pursuant to an Agreement (the Contract) approved by Governor and Executive Council, on October 3, 2012, Item #36, P.O. Number 7000896, the Contractor agrees to supply certain services upon the terms and conditions specified in the Contract and in consideration of certain sums as specified therein; and

WHEREAS, pursuant to section 17 of the General Terms, Form P-37 (1/09) the Contract may be modified or amended only by a written instrument executed by the parties thereto, and only after approved of such modification by the Governor and Executive Council; and

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

WHEREAS, this Agreement may be amended by mutual agreement of the Parties subject to formal approval by the Governor and Executive Council of the State of New Hampshire and

WHEREAS the Department wishes to amend the New HEIGHTS contract to support Expanded Medicaid, the Department and the Contractor hereby agree to amend the Scope of Work and the terms and conditions of the Contract;

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

1. Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect on April 23, 2014, or upon the approval of the Governor and Executive Council, whichever is later.
2. **General Provisions, Form P-37 (1/09)** is hereby amended as follows:
 - 2.1. Block 1.8, Price Limitation, increase by an amount not to exceed \$5,568,907 from \$44,655,636.33 to \$50,224,543.
 - 2.2. Block 3, "Effective Date: Completion of Services" is amended by adding the following sentences to 3.1:
"The effective date of the original contract is October 4, 2012. This Amendment, Amendment 3, is effective on the date of Governor and Executive Council approval or April 23, 2014, whichever is later.
3. **Exhibit A Contract Scope of Work** is hereby amended as follows:

Initial all pages
Vendor Initials 

- 3.1. The provisions of Contract Exhibit A: *Scope of Work*, Paragraph 1.1. *Purpose* is hereby stricken and replaced with the following:

This document defines the specific services Deloitte Consulting LLP (Contractor) will provide to the State. In general, these services include enhancement of the New HEIGHTS system in support of the scope of work defined in Attachment B – New HEIGHTS Statement of Work. The scope of services includes projects to support CMS’s standards and conditions for enhanced Medicaid funding, modernization of the New HEIGHTS technology architecture, enhancements to support the DHHS Access Front Door (AFD) service modernization initiative, integration with the Federally Facilitated Exchange (FFE) and the Federal Data Services Hub (FDSH), security, accessibility, Medicaid enhancements, the New Hampshire Health Protection Program (HPP) as well as supporting changes to the New HEIGHTS and NH EASY systems.

- 3.2. The provisions of Contract Exhibit A: *Scope of Work*, Paragraph 1.5.1 Order of Precedence is hereby stricken and replaced with the following:

For interpretive purposes, in the event of conflict or ambiguity among the document elements of this Agreement, such conflict or ambiguity shall be resolved by giving precedence to the document elements in the following order:

- New Hampshire Standard Agreement Terms and Conditions, Form P-37;
- Exhibits A, B, C, C-1, D, E, F, G, H, I, J;

- 3.3. The provisions of Contract Exhibit A: *Scope of Work*, Paragraph 3.1 (a) are amended by inserting the following thereafter:

A baseline complement of Contractor staff will be provided according to Attachment A New HEIGHTS Staff Loading, to perform work under the Services, Requirements, and Staffing as defined in Attachment B – New HEIGHTS Statement of Work (the "Work"). Work shall be scheduled full time for all resources on the project as defined in Attachment A. Full time is defined as forty hours per week. The total hours provided by the contractor shall meet the full time equivalents (FTE) defined in Attachment A with an average equal to 173.33 hours per month per FTE.

- 3.4. The provisions of Contract Exhibit A: *Scope of Work*, Paragraph 3.2 (e) is hereby stricken and replaced with the following:

Facilities and desktop computing hardware and software for up to 85 implementation services Contractor staff housed at the 7 Eagle Square site or an equivalent location.

- 3.5. The provisions of Contract Exhibit A: *Scope of Work* Paragraphs 4. PROJECT MANAGEMENT AND RESPONSIBILITIES, 5. COMMUNICATION AND REPORTING, 6. TESTING, 7. SYSTEM DOCUMENTATION are amended by replacing each instance of "Attachment B New HEIGHTS Scope of Services, Attachment B – New HEIGHTS and FFE Scope of Services Amendment 1, and Attachment B – Addendum for Amendment 2 Security, Accessibility and Medicaid Enhancements Scope of Services" with "Attachment B New HEIGHTS Statement of Work."

4. **Exhibit B Payment Terms** is hereby amended as follows:

4.1. Amend Exhibit B Section 1, Price, by striking:

- a) The total price for all services and facilities provided under this Agreement shall not exceed \$44,655,636.33.

And inserting in its place:

- a) The total price for all services and facilities provided under this Agreement shall not exceed \$50,224,543.33, as stated in the General Terms and Conditions, Form P-37, Section 1.8.

4.2. Amend Exhibit B Section 2(a), Terms of Payment by striking:

- a) This Agreement is funded with funds from the New Hampshire General Fund in the amount of \$8,222,749.33 and with federal funds made available under the following Catalog of Federal Domestic Assistance:
- CFDA #10.561, Federal Agency Department of Agriculture, Food and Nutrition Services, Program Title Food Stamp State Administration in the amount of \$1,522,048.00.
 - CFDA #93.778, Federal Agency Department of Health and Human Services, Centers for Medicare and Medicaid Services, Program Title XIX (Medicaid) in the amount of \$34,896,985.00.
 - CDFA #93.658 and #93.659, Federal Agency Department of Health and Human Services, Administration for Children and Families, Program Title IV-E Foster Care/Adoption Assistance in the amount of \$13,854.00.

And inserting in its place:

- a) This Agreement is funded with funds from the New Hampshire General Fund in the amount of \$8,302,620.33 and with federal funds made available under the following Catalog of Federal Domestic Assistance:
- CFDA #10.561, Federal Agency Department of Agriculture, Food and Nutrition Services, Program Title Food Stamp State Administration in the amount of \$1,416,974.00.
 - CFDA #93.778, Federal Agency Department of Health and Human Services, Centers for Medicare and Medicaid Services, Program Title XIX (Medicaid) in the amount of \$40,496,021.00.
 - CDFA #93.658 and #93.659, Federal Agency Department of Health and Human Services, Administration for Children and Families, Program Title IV-E Foster Care/Adoption Assistance in the amount of \$8,928.00

4.3. The provisions of Contract Exhibit B Section 2(b), Terms of Payment is hereby stricken and replaced with the following:

- b) The State will make payment to the Contractor for completion of milestones as defined in the New HEIGHTS Milestones included as Attachment B-1. The schedule of payments and milestone definitions pursuant to Attachment B-1 may be modified in writing with the mutual agreement of both the State and the Contractor, provided the modifications do not exceed the total amounts of Attachment B-1.

4.4. Amend Exhibit B Section 2(c), Terms of Payment by striking:

- c) A portion of the funding totaling \$53,378,700 towards this contract is budgeted and available in the following accounts for the current biennium:
- 05-95-45-450030-0967: \$7,500,000
 - 05-95-95-950030-0977: \$15,000,000
 - 05-95-45-450010-6125: \$4,500,000
 - 05-95-45-450030-2924: \$16,843,842
 - 05-95-45-450010-7993: \$9,534,858

And inserting in its place:

- c) A portion of the funding totaling \$50,521,574 towards this contract is budgeted and available in the following accounts for the current biennium:
- 05-95-45-450030-0967: \$7,500,000
 - 05-95-95-950030-0977: \$15,000,000
 - 05-95-45-450010-6125: \$4,500,000
 - 05-95-45-450030-2924: \$8,417,809
 - 05-95-45-450010-7993: \$15,103,765

4.5. The provisions of Contract Exhibit B Section 2 (e), Terms of Payment is hereby stricken and replaced with the following:

- e) The Parties further agree that the invoices for Amendment 3 will contain the payment number and the services as indicated in Attachment B-1 – New HEIGHTS Milestones and the Contractor has no obligation to provide details in the invoice for state and federal cost allocations.

Initial all pages
Vendor Initials 

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

State of New Hampshire
Office of Information Systems

Date 4/23/14



William L. Baggeroer
Director

State of New Hampshire
Division of Client Services

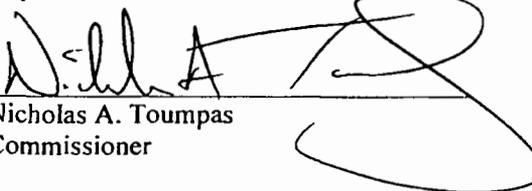
Date 4/25/14



Carol E. Sideris
Director

State of New Hampshire
Department of Health and Human Services

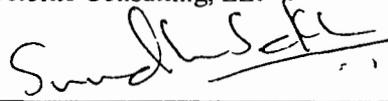
Date 4/24/14

Approved by: 

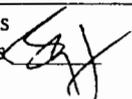
Nicholas A. Toumpas
Commissioner

Deloitte Consulting, LLP

Date 4/22/14



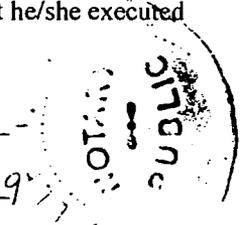
Sundhar Sekhar, Principal
Deloitte Consulting LLP

Initial all pages
Vendor Initials 

STATE OF
COUNTY

On this the 23rd day of April 2014, before me, Lucille T. Langerd
the undersigned officer, personally appeared William Baggenier, known to me (or satisfactorily
proven) to be the person whose name subscribed to the within instrument, and acknowledged that he/she executed
the same for purposes therein contained.
In witness thereof I hereto set my hand and official seal.

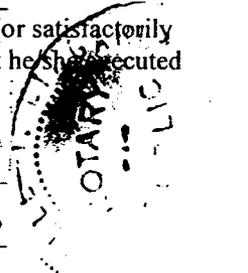
Lucille T. Langerd
Notary Public
My Commission Expires 01/15/2019



STATE OF
COUNTY

On this the 24th day of April 2014, before me, Lucille Langerd
the undersigned officer, personally appeared Nicholas Truys, known to me (or satisfactorily
proven) to be the person whose name subscribed to the within instrument, and acknowledged that he/she executed
the same for purposes therein contained.
In witness thereof I hereto set my hand and official seal.

Lucille T. Langerd
Notary Public
My Commission Expires 01/15/2019



STATE OF
COUNTY

On this the 25th day of April 2014, before me, Linda S White
the undersigned officer, personally appeared CAROL E. SIDERIS, known to me (or satisfactorily
proven) to be the person whose name subscribed to the within instrument, and acknowledged that he/she executed
the same for purposes therein contained.
In witness thereof I hereto set my hand and official seal.

L S White
Notary Public
My Commission Expires 4/17/18

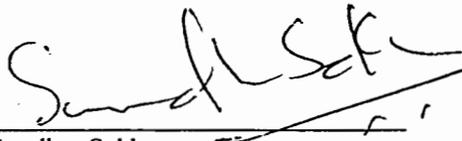
Initial all pages
Vendor Initials CA

CERTIFICATE EXHIBIT A

I, SUNDHAR SEKHAR, DO HEREBY CERTIFY THAT:

1. I am a Principal of Deloitte Consulting LLP, a Delaware limited partnership ("Deloitte Consulting").
2. I have custody of a copy of the Memorandum of Agreement of Deloitte Consulting and a list of Principals of Deloitte Consulting assigned to its Camp Hill, Pennsylvania office.
3. Principals of Deloitte Consulting are fully authorized by the Memorandum of Agreement of Deloitte Consulting to enter into and to take any and all actions on behalf of and in the name of Deloitte Consulting to execute, acknowledge, and deliver contracts providing for the performance by Deloitte Consulting of management consulting services, and any and all documents, agreements, and other instruments (and any and all amendments, revisions, and modifications thereto) as may be necessary, desirable, or appropriate to accomplish the same.
4. Deloitte Consulting LLP has no company seal.
5. I am duly authorized to issue this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand as a Principal of Deloitte Consulting LLP this 22nd day of April, 2014.


Sundhar Sekhar

PENNSYLVANIA

COUNTY OF CUMBERLAND

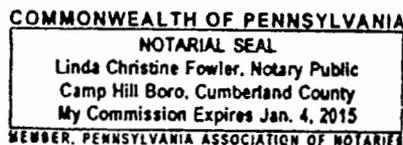
On this 22nd day of April, 2014, before me, Linda Christine Fowler the undersigned officer, personally appeared Sundhar Sekhar who acknowledged himself to be a Principal of Deloitte Consulting LLP, a Delaware limited partnership, and that he, as such Principal, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing his name thereto as Principal.

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

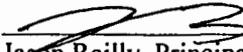
My Commission Expires:

Jan. 4, 2015

Linda Christine Fowler
Notary Republic



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


Jason Reilly, Principal
Deloitte Consulting LLP
Camp Hill Office


Sundhar Sekhar, Principal
Deloitte Consulting LLP
Camp Hill Office

10. IN WITNESS WHEREOF, I have hereunto set my hand as Principal of the Partnership this 22ND day of April, 2014.


Jason Reilly

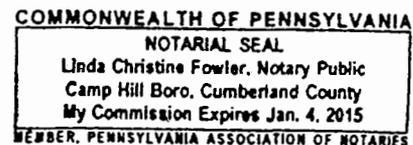
PENNSYLVANIA

COUNTY OF CUMBERLAND

On this 22ND day of April, 2014, before me, Linda Christine Fowler
the undersigned officer, personally appeared Jason Reilly who acknowledged himself to be a
Principal of Deloitte Consulting LLP, a Delaware limited partnership, and that he, as such
Principal, being authorized to do so, executed the foregoing instrument for the purposes therein
contained, by signing his name thereto as Principal.

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

My Commission Expires: Jan. 4, 2015 Linda Christine Fowler
Notary Republic



CERTIFICATE

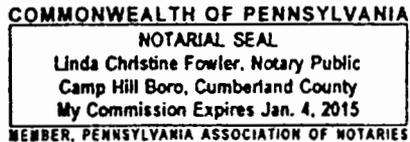
I, Jason Reilly, Principal of Deloitte Consulting LLP, do hereby certify that:

1. I am a Principal of Deloitte Consulting LLP, a Delaware limited partnership ("Deloitte Consulting");
2. I maintain and have custody of a copy of the Memorandum of Agreement of Deloitte Consulting and a list of the Principals of Deloitte Consulting assigned to the Camp Hill, Pennsylvania Office;
3. I am duly authorized to issue certificates with respect to Deloitte Consulting and such Principals;
4. I have attached hereto as Certificate Exhibit A, a certificate of authority setting forth the authority of a Principal of Deloitte Consulting to enter into and sign agreements in the name of and on behalf of Deloitte Consulting;
5. Sundhar Sekhar, is on the date hereof, and since 2003 has been, a Principal of Deloitte Consulting as referred to in Certificate Exhibit A attached hereto;
6. As a Principal of Deloitte Consulting, he is fully authorized on behalf of and in the name of Deloitte Consulting to enter into and take any and all actions to execute, acknowledge, and deliver the contract with the State of New Hampshire, acting through the Office of the Governor, providing for the performance by Deloitte Consulting of certain management consulting services, and any and all documents, agreements, and other instruments (and any and all amendments, revisions, and modifications thereto) as he may deem necessary, desirable, or appropriate to accomplish the same;
7. The signatures of Sundhar Sekhar, as Principal of Deloitte Consulting, affixed to any instruments or documents described in or contemplated by the preceding paragraph shall be exclusive evidence of the authority of said Principal to bind Deloitte Consulting thereby;
8. The certificate of authority of Deloitte Consulting attached as Exhibit A has not been revoked, annulled, or amended in any manner whatsoever and remains in full force and effect as of the date thereof;

STATE OF Pennsylvania
COUNTY OF Cumberland

On this the 22ND day of April 2014, before me, Linda Christine Fowler the undersigned officer, personally appeared Sundhan Sekhar who acknowledged himself/herself to be a Principal of Deloitte Consulting LLP, a Delaware registered limited liability partnership, and that he/she, as such being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Principal. Sundhan Sekhar

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



Linda Christine Fowler
Notary Public/Justice of the Peace
My commission expires: Jan. 4, 2015

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

OFFICE OF THE ATTORNEY GENERAL

By: Rosemary J. [Signature]

Date: 4-25-14

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

Office of the Secretary of State

By: _____

Title: _____

Date: _____

Initial all pages
Vendor Initials [Signature]



Nicholas A. Toumpas
Commissioner

Carol E. Sideris
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION OF CLIENT SERVICES

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9404 1-800-852-3345 Ext. 9404
Fax: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

1/15/14 NJT #39

December 23, 2013

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

See SARCS
The Federal
100 General

REQUESTED ACTION

Authorize the State of New Hampshire, Department of Health and Human Services, Division of Client Services to amend an existing sole source contract (PO# 7000896) with Deloitte Consulting LLP, 2601 Market Place, 2nd Floor, Harrisburg, PA 17110 (Vendor # 174776), by increasing the price limitation by \$11,345,012.00 from \$33,310,624.33 to an amount not to exceed \$44,655,636.33, effective January 1, 2014 or the date of Governor and Executive Council approval, whichever is later. This Agreement was originally approved by Governor and Council on October 3, 2012, Item # 36, and amended on April 3, 2013, Item # 40 B. The purpose of this contract is to complete the modernization of the New HEIGHTS infrastructure, and to provide functionality to support DHHS's strategic vision for improved service delivery. Funds are available in the following account(s) in State Fiscal Year 2014 and are anticipated to be available in State Fiscal Years 2015 – 2017 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-45-450010-6125 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, DIRECTOR'S OFFICE

State Fiscal Year	Class/Object	Description	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2013	046-500464	Consultants	\$4,448,520.00	\$0.00	\$4,448,520.00
Sub Total			\$4,448,520.00	\$0.00	\$4,448,520.00

05-95-45-451010-7993 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS TRANSITIONAL ASSISTANCE, DIVISION OF CLIENT SERVICES, CLIENT SERVICES – DFA FIELD SVCS

State Fiscal Year	Class/Object	Description	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2014	046-500464	Consultants	\$0.00	\$3,892,495.00	\$3,892,495.00
SFY 2015	046-500464	Consultants	\$0.00	\$4,714,921.00	\$4,714,921.00
SFY 2016	046-500464	Consultants	\$0.00	\$927,442.00	\$927,442.00
Sub Total			\$0.00	\$9,534,858.00	\$9,534,858.00

05-95-45-450030-0967 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, 11-253:1:VII-G NEW HGHTS RENEW

State Fiscal Year	Class/Object	Description	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2013	034-500099	Major IT Systems	\$6,651,302.00	\$0.00	\$6,651,302.00
SFY 2014	034-500099	Major IT Systems	\$748,645.00	\$432,500.00	\$1,181,145.00
SFY 2015	034-500099	Major IT Systems	\$0.00	\$523,880.00	\$523,880.00
SFY 2016	034-500099	Major IT Systems	\$0.00	\$178,122.00	\$178,122.00
Sub Total			\$7,399,947.00	\$1,134,502.00	\$8,534,449.00

05-95-95-950030-0977 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS COMMISSIONER, OFFICE OF THE COMMISSIONER, 11-253:1:VII-Q ACCESS FRONT DOOR

State Fiscal Year	Class/Object	Description	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2014	034-500099	Major IT Systems	\$6,070,888.00	\$0.00	\$6,070,888.00
SFY 2015	034-500099	Major IT Systems	\$7,649,112.00	\$0.00	\$7,649,112.00
Sub Total			\$13,720,000.00	\$0.00	\$13,720,000.00

05-95-45-450030-2924 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, 13-195:VII-E – NEW HEIGHTS INC

State Fiscal Year	Class/Object	Description	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2015	034-500099	Major IT Systems	\$16,397.00	\$0.00	\$16,397.00
SFY 2016	034-500099	Major IT Systems	\$6,456,127.00	\$675,652.00	\$7,131,779.00
SFY 2017	034-500099	Major IT Systems	\$1,269,633.33	\$0.00	\$1,269,633.33
Sub Total			\$7,742,157.33	\$675,652.00	\$8,417,809.33
		Total	\$33,310,624.33	\$11,345,012.00	\$44,655,636.33

EXPLANATION

This is an amendment to a sole source contract because it is in the best interest of the State of New Hampshire and the Department of Health and Human Services to contract with Deloitte Consulting LLP for these enhancements. Any vendor other than Deloitte would have a tremendous learning curve and the timelines do not support the lag time that would be required to bring a new team on board. The deliverables contained in this amendment are directly related to the work currently under development in the contract, therefore it is not possible to given the tight timelines and criticality of this functionality to consider another vendor.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
December 23, 2013
Page 3

The purpose of this contract is to complete the modernization of the New HEIGHTS infrastructure, and to provide functionality to support DHHS's strategic vision for improved service delivery. The areas that will be addressed include:

- Design, development and implementation requirements necessary to ensure compliance with security standards and 508 requirements for access to the system by handicapped citizens;
- Support for the Department's service modernization initiatives;
- DHHS Medicaid transformation support;
- Testing and quality assurance resources to ensure successful implementation of the New HEIGHTS incremental renewal project.

Should Governor and Council determine to deny this request, the Department of Health and Human Services will not be able to retain the 90% Federal match rate for these initiatives.

The State will be working with Deloitte Consulting daily ensuring that the deliverables outlined in this contract amendment are met. Additionally, the Centers for Medicare & Medicaid Services are also working closely with both the State and the vendor to ensure timely implementation.

Geographic area served: Statewide

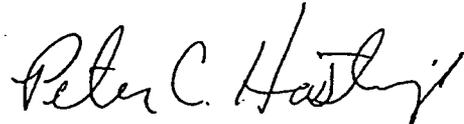
Source of Funds: 90% Federal Funds and 10% State General Funds

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

Respectfully Submitted,

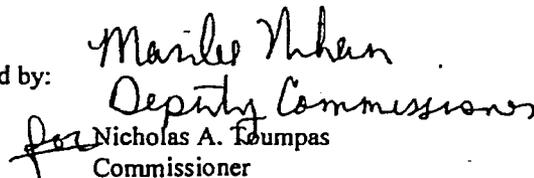


Carol E. Sideris
Division of Client Services



Peter Hastings
Commissioner
Department of Information Technology

Approved by:


Deputy Commissioner
for Nicholas A. Koumpas
Commissioner



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

Peter C. Hastings
Acting Commissioner

December 26, 2013

Nicholas Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Deloitte Consulting LLP, of Harrisburg, PA, as described below and referenced as DoIT No. 2014-117.

This is a request to enter into a second contract amendment to complete the modernization of the New HEIGHTS infrastructure, and to provide functionality to support DHHS's strategic vision for improved service delivery, including:

- Design, development and implementation requirements necessary to ensure compliance with security standards and 508 handicap access requirements;
- Support for the Department's service modernization initiatives;
- DHHS Medicaid transformation support; and
- Testing and quality assurance for the New Heights incremental renewal project.

The contract value is increased by \$11,345,012 to a new not to exceed contract value of \$44,655,636.33. Contract expiration date is unchanged.

A copy of this letter should be included with the Department of Health and Human Services' submission to the Governor and Executive Council.

Sincerely,

Handwritten signature of Peter C. Hastings in cursive script.
Peter C. Hastings

PCH/itm
Contract #2014-117

CC: Michael O'Neil, DoIT
Leslie Mason, DoIT

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
New HEIGHTS
Service Modernization and Incremental Renewal
Amendment 2

This 2nd Amendment to the Deloitte Consulting LLP Contract (hereinafter referred to as Amendment 2) dated this 23rd day of December 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or the "Department" or "DHHS") and Deloitte Consulting, Limited Liability Partnership (hereinafter "Deloitte" and/or "the Contractor") with a place of business at 1000 One PPG Place, Pittsburgh, Pennsylvania 15222-5414.

WHEREAS, pursuant to an Agreement (the Contract) approved by Governor and Executive Council, on October 3, 2012, Item #36, P.O. Number 7000896, the Contractor agrees to supply certain services upon the terms and conditions specified in the Contract and in consideration of certain sums as specified therein; and

WHEREAS, pursuant to section 17 of the General Terms, Form P-37 (1/09) the Contract may be modified or amended only by a written instrument executed by the parties thereto, and only after approved of such modification by the Governor and Executive Council; and

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

WHEREAS, this Agreement may be amended by mutual agreement of the Parties subject to formal approval by the Governor and Executive Council of the State of New Hampshire and

WHEREAS the Department wishes to amend the New HEIGHTS contract to support Affordable Care Act (ACA) requirements including security, accessibility and Medicaid enhancements, the Department and the Contractor hereby agree to amend the Scope of Work and the terms and conditions of the Contract;

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

1. Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect on January 1, 2014, or upon the approval of the Governor and Executive Council, whichever is later.
2. **General Provisions, Form P-37 (1/09)** is hereby amended as follows:
 - 2.1. Block 1.8, Price Limitation, increase by an amount not to exceed \$1,345,012 from \$33,310,624.33 to \$44,655,636.33 .
 - 2.2. Block 3, "Effective Date: Completion of Services" is amended by adding the following sentences to 3.1:
"The effective date of the original contract is October 4, 2012. This Amendment, Amendment 2, is effective on the date of Governor and Executive Council approval or January 1, 2014, whichever is later.
3. **Exhibit A Contract Scope of Work** is hereby amended as follows:

- 3.1. The provisions of Contract Exhibit A: *Scope of Work*, Paragraph 1.1. *Purpose* are amended by inserting the following thereafter: Attachment B – Addendum for Amendment 2 Security, Accessibility and Medicaid Enhancements Scope of Services.
- 3.2. The provisions of Contract Exhibit A: *Scope of Work*, Paragraph 1.5.1 are amended by inserting the following thereafter:
- Amendment 2
 - Attachment A “Attachment A – Addendum for Amendment 2 Security, Accessibility and Medicaid Enhancements Staff Loading”
 - Attachment B “Attachment B – Addendum for Amendment 2 Security, Accessibility and Medicaid Enhancements Scope of Services”
 - Attachment B-1 “Attachment B-1 – Addendum for Amendment 2 Security, Accessibility and Medicaid Enhancements Implementation Services Milestones”
 - And any and all other attachments and/or appendices and/or tables.
- 3.3. The provisions of Contract Exhibit A: *Scope of Work*, Paragraph 3.1 (a) are amended by inserting the following thereafter:
A baseline complement of Contractor staff will be provided for Amendment 2 according to Attachment A – Addendum for Amendment 2 Security, Accessibility and Medicaid Enhancements Staff Loading, to perform work under the Services, Requirements, and Staffing as defined in Attachment B – Addendum for Amendment 2 Security, Accessibility and Medicaid Enhancements Scope of Services (the “Work”). Work shall be scheduled full time for all resources on the project as defined in Attachment A - Addendum for Amendment 2. Full time is defined as forty hours per week. The total hours provided by the contractor shall meet the full time equivalents (FTE) defined in Attachment A with an average equal to 173.33 hours per month per FTE.
- 3.4. The provisions of Contract Exhibit A: *Scope of Work*, Paragraph 3.2 (e) is hereby stricken and replaced with the following:
- Facilities and desktop computing hardware and software for up to 60 implementation services Contractor staff housed at the 7 Eagle Square site or an equivalent location.
- 3.5. The provisions of Contract Exhibit A: *Scope of Work* Paragraphs 4. PROJECT MANAGEMENT AND RESPONSIBILITIES, 5. COMMUNICATION AND REPORTING, 6. TESTING, 7. SYSTEM DOCUMENTATION are amended by inserting the following after each instance of Attachment B New HEIGHTS Scope of Services: and Attachment B – Addendum for Amendment 2 Security, Accessibility and Medicaid Enhancements Scope of Services.



4. **Exhibit B Payment Terms** is hereby amended as follows:

4.1. Amend Exhibit B Section 1, Price, by striking:

- a) The total price for all services and facilities provided under this Agreement shall not exceed \$33,310,624.33.

And inserting in its place:

- a) The total price for all services and facilities provided under this Agreement shall not exceed \$44,655,636.33, as stated in the General Terms and Conditions, Form P-37, Section 1.8.

4.2. Amend Exhibit B Section 2, Terms of Payment by striking:

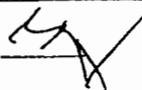
- a) This Agreement is funded with funds from the New Hampshire General Fund in the amount of \$7,088,247.33 and with federal funds made available under the following Catalog of Federal Domestic Assistance:
- CFDA #10.561, Federal Agency Department of Agriculture, Food and Nutrition Services, Program Title Food Stamp State Administration in the amount of \$1,522,048.00.
 - CFDA #93.778, Federal Agency Department of Health and Human Services, Centers for Medicare and Medicaid Services, Program Title XIX (Medicaid) in the amount of \$24,686,475.00.
 - CDFA #93.658 and #93.659, Federal Agency Department of Health and Human Services, Administration for Children and Families, Program Title IV-E Foster Care/Adoption Assistance in the amount of \$13,854.00.

And inserting in its place:

- b) This Agreement is funded with funds from the New Hampshire General Fund in the amount of \$8,222,749.33 and with federal funds made available under the following Catalog of Federal Domestic Assistance:
- CFDA #10.561, Federal Agency Department of Agriculture, Food and Nutrition Services, Program Title Food Stamp State Administration in the amount of \$1,522,048.00.
 - CFDA #93.778, Federal Agency Department of Health and Human Services, Centers for Medicare and Medicaid Services, Program Title XIX (Medicaid) in the amount of \$34,896,985.00.
 - CDFA #93.658 and #93.659, Federal Agency Department of Health and Human Services, Administration for Children and Families, Program Title IV-E Foster Care/Adoption Assistance in the amount of \$13,854.00.

4.3. The provisions of Contract Exhibit B Section 2, Terms of Payment are amended by Inserting the following thereafter:

- c) The State will make payment to the Contractor for Amendment 2 as defined in the Milestone Payment Schedule included as Attachment B-1 – Addendum for Amendment 2 Security, Accessibility and Medicaid Enhancements Implementation Services Milestones. The schedule of payments and milestone definitions pursuant to Attachment B-1 may be modified in writing with the mutual agreement of both the State and the Contractor, provided the modifications do not exceed the total amounts of Attachment B-1.



4.4. Amend Exhibit B Section 2, Terms of Payment by striking:

- a) A portion of the funding totaling \$27,000,000 towards this contract is budgeted and available in the following accounts for the current biennium:
- 05-95-45-450030-0967: \$7,500,000
 - 05-95-95-950030-0977: \$15,000,000
 - 05-95-45-450010-6125: \$4,500,000

A combination of Capital and Operating funding requests is being submitted for the full funding of this contract as part of the budget process for SFY 2014/2015.

And inserting in its place:

- a) A portion of the funding totaling \$53,378,700 towards this contract is budgeted and available in the following accounts for the current biennium:
- 05-95-45-450030-0967: \$7,500,000
 - 05-95-95-950030-0977: \$15,000,000
 - 05-95-45-450010-6125: \$4,500,000
 - 05-95-45-450030-2924: \$16,843,842
 - 05-95-45-450010-7993: \$9,534,858

4.5. The provisions of Contract Exhibit B Section 2, Terms of Payment are amended by Inserting the following thereafter :

- b) The Parties further agree that the invoices for Amendment 2 will contain the payment number and the services as indicated in Attachment B-1 – Addendum for Amendment 2 Security, Accessibility and Medicaid Enhancements Implementation Services Milestones and the Contractor has no obligation to provide details in the invoice for state and federal cost allocations.

Initial all pages
Vendor Initials 

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

State of New Hampshire
Office of Information Systems

Date 12/24/13


William L. Baggeroer
Director

State of New Hampshire
Division of Client Services

Date 12/24/13

 Maile Nihan, Deputy Commissioner
Carol E. Sideris
Director

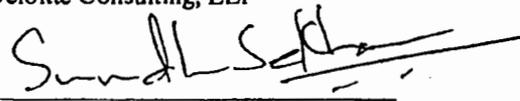
State of New Hampshire
Department of Health and Human Services

Date 12/24/13

Approved by: Maile Nihan, Deputy Commissioner
 Nicholas A. Toumpas
Commissioner

Deloitte Consulting, LLP

Date 12/23/13


Sundhar Sekhar, Principal
Deloitte Consulting LLP

Initial all pages
Vendor Initials 

STATE OF
COUNTY

On this the 24th day of December 2013, before me, Lucille T. Lingard
the undersigned officer, personally appeared William Boygorske, known to me (or satisfactorily
proven) to be the person whose name subscribed to the within instrument, and acknowledged that he/she executed
the same for purposes therein contained.
In witness thereof I hereto set my hand and official seal.

Lucille T. Lingard
Notary Public
My Commission Expires Feb 18, 2014

STATE OF
COUNTY

On this the 24th day of December 2013, before me, Lucille T. Lingard
the undersigned officer, personally appeared Marilee Mihan, known to me (or satisfactorily
proven) to be the person whose name subscribed to the within instrument, and acknowledged that he/she executed
the same for purposes therein contained.
In witness thereof I hereto set my hand and official seal.

Lucille T. Lingard
Notary Public
My Commission Expires Feb 18, 2014

STATE OF
COUNTY

On this the _____ day of _____ 2013, before me, _____
the undersigned officer, personally appeared _____, known to me (or satisfactorily
proven) to be the person whose name subscribed to the within instrument, and acknowledged that he/she executed
the same for purposes therein contained.
In witness thereof I hereto set my hand and official seal.

Notary Public
My Commission Expires _____

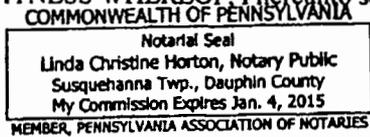
Initial all pages
Vendor Initials WMB

STATE OF Pennsylvania

COUNTY OF Dauphin

On this the 23rd day of December 2013, before me, Linda C. Horton the undersigned officer, personally appeared Sundhar Sekhar who acknowledged himself/herself to be a Principal of Deloitte Consulting LLP, a Delaware registered limited liability partnership, and that he/she, as such being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Principal. _____

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



Linda Christine Horton
Notary Public/Justice of the Peace
My commission expires: January 4th, 2015

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

OFFICE OF THE ATTORNEY GENERAL

By: Mike. Bunn

Date: 12/26/13

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

Office of the Secretary of State

By: _____

Title: _____

Date: _____

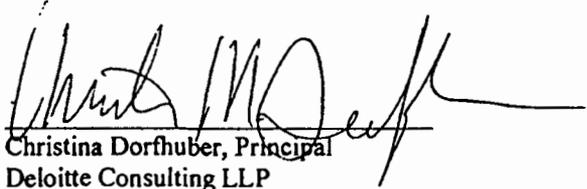
Initial all pages
Vendor Initials [Signature]

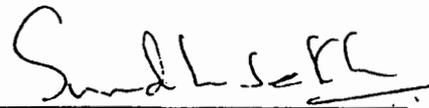
CERTIFICATE

I, Christina Dorfhuber, Principal of Deloitte Consulting LLP, do hereby certify that:

1. I am a Principal of Deloitte Consulting LLP, a Delaware limited partnership ("Deloitte Consulting");
2. I maintain and have custody of a copy of the Memorandum of Agreement of Deloitte Consulting and a list of the Principals of Deloitte Consulting assigned to the Camp Hill, Pennsylvania Office;
3. I am duly authorized to issue certificates with respect to Deloitte Consulting and such Principals;
4. I have attached hereto as Certificate Exhibit A, a certificate of authority setting forth the authority of a Principal of Deloitte Consulting to enter into and sign agreements in the name of and on behalf of Deloitte Consulting;
5. Sundhar Sekhar, is on the date hereof, and since 2003 has been, a Principal of Deloitte Consulting as referred to in Certificate Exhibit A attached hereto;
6. As a Principal of Deloitte Consulting, he is fully authorized on behalf of and in the name of Deloitte Consulting to enter into and take any and all actions to execute, acknowledge, and deliver the contract with the State of New Hampshire, acting through the Office of the Governor, providing for the performance by Deloitte Consulting of certain management consulting services, and any and all documents, agreements, and other instruments (and any and all amendments, revisions, and modifications thereto) as he may deem necessary, desirable, or appropriate to accomplish the same;
7. The signatures of Sundhar Sekhar, as Principal of Deloitte Consulting, affixed to any instruments or documents described in or contemplated by the preceding paragraph shall be exclusive evidence of the authority of said Principal to bind Deloitte Consulting thereby;
8. The certificate of authority of Deloitte Consulting attached as Exhibit A has not been revoked, annulled, or amended in any manner whatsoever and remains in full force and effect as of the date thereof;

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


Christina Dorfhuber, Principal
Deloitte Consulting LLP
Camp Hill Office


Sundhar Sekhar, Principal
Deloitte Consulting LLP
Camp Hill Office

10. IN WITNESS WHEREOF, I have hereunto set my hand as Principal of the Partnership this 23rd day of December, 2013.


Christina Dorfhuber

Pennsylvania

COUNTY OF Dauphin

On this 23rd day of December, 2013, before me, Linda Christine Horton the undersigned officer, personally appeared Christina Dorfhuber who acknowledged herself to be a Principal of Deloitte Consulting LLP, a Delaware limited partnership, and that she, as such Principal, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing her name thereto as Principal.

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

My Commission Expires: January 4th, 2015 Linda Christine Horton
Notary Republic

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Linda Christine Horton, Notary Public
Susquehanna Twp., Dauphin County
My Commission Expires Jan. 4, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

CERTIFICATE EXHIBIT A

I, SUNDHAR SEKHAR, DO HEREBY CERTIFY THAT:

1. I am a Principal of Deloitte Consulting LLP, a Delaware limited partnership ("Deloitte Consulting").
2. I have custody of a copy of the Memorandum of Agreement of Deloitte Consulting and a list of Principals of Deloitte Consulting assigned to its Camp Hill, Pennsylvania office.
3. Principals of Deloitte Consulting are fully authorized by the Memorandum of Agreement of Deloitte Consulting to enter into and to take any and all actions on behalf of and in the name of Deloitte Consulting to execute, acknowledge, and deliver contracts providing for the performance by Deloitte Consulting of management consulting services, and any and all documents, agreements, and other instruments (and any and all amendments, revisions, and modifications thereto) as may be necessary, desirable, or appropriate to accomplish the same.
4. Deloitte Consulting LLP has no company seal.
5. I am duly authorized to issue this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand as a Principal of Deloitte Consulting LLP this 23rd day of December, 2013.

Sundhar Sekhar
Sundhar Sekhar

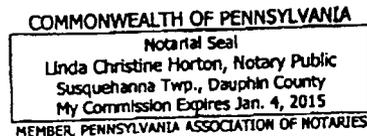
Pennsylvania

COUNTY OF Dauphin

On this 23rd day of December, 2013, before me, Linda Christine Horton the undersigned officer, personally appeared Sundhar Sekhar who acknowledged himself to be a Principal of Deloitte Consulting LLP, a Delaware limited partnership, and that he, as such Principal, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing his name thereto as Principal.

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

My Commission Expires: January 4th, 2015 Linda Christine Horton
Notary Republic





Nicholas A. Toumpas
Commissioner

Carol E. Sideris
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION OF CLIENT SERVICES

129 PLEASANT STREET, CONCORD, NH 03301
603-271-8404 1-800-852-3346 Ext. 9404
Fax: 603-271-4232 TDD Access: 1-800-785-2964 www.dhhs.nh.gov

March 11, 2013

SOLE SOURCE
G&C Approved

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

Date 4-3-13
Item # 408

REQUESTED ACTION

Authorize the State of New Hampshire, Department of Health and Human Services, Division of Client Services to amend an existing sole source contract (PO# 7000896) with Deloitte Consulting LLP, 2601 Market Place, 2nd Floor, Harrisburg, PA 17110 (Vendor # 174776), by increasing the price limitation by \$4,942,800.00 from \$28,367,824.33 to an amount not to exceed \$33,310,624.33, effective April 3, 2013 or the date of Governor and Executive Council, whichever is later. The purpose of this amendment is to provide integration with both the Federally Facilitated Exchange and the Federal Data Services Hub, as well as provide the necessary modifications to New HEIGHTS, ensuring compliance with the Affordable Care Act. Governor and Council approved the original contract on October 3, 2012, Agenda Item #36. Funds are available in the following accounts(s) in State Fiscal Year 2013 and are anticipated to be available in State Fiscal Years 2014 – 2017 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

AMENDMENT = 90% FED 10% GEN

05-95-45-450010-6125 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, DIRECTOR'S OFFICE

State Fiscal Year	Class/Object	Description	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2013	046-500464	Consultants	\$0.00	\$4,448,520.00	\$4,448,520.00
Sub Total			\$0.00	\$4,448,520.00	\$4,448,520.00

05-95-45-450010-0967 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, 11-253:1:VII-G NEW HGHTS RENEW

State Fiscal Year	Class/Object	Description	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2013	034-500099	Major IT Systems	\$6,157,022.00	\$494,280.00	\$6,651,302.00

SFY 2014	034-500099	Major IT Systems	\$748,645.00	\$0.00	\$748,645.00
Sub Total			\$6,905,667.00	\$494,280.00	\$7,399,947.00

05-95-95-950010-0977 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS COMMISSIONER, OFFICE OF THE COMMISSIONER, 11-253:1:VII-Q ACCESS FRONT DOOR

State Fiscal Year	Class/Object	Description	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2014	034-500099	Major IT Systems	\$6,070,888.00	\$0.00	\$6,070,888.00
SFY 2015	034-500099	Major IT Systems	\$7,649,112.00	\$0.00	\$7,649,112.00
Sub Total			\$13,720,000.00	\$0.00	\$13,720,000.00

05-95-45-450010-TBD HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, TBD

State Fiscal Year	Class/Object	Description	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2015	034-500099	Major IT Systems	\$16,397.00	\$0.00	\$16,397.00
SFY 2016	034-500099	Major IT Systems	\$6,456,127.00	\$0.00	\$6,456,127.00
SFY 2017	034-500099	Major IT Systems	\$1,269,633.33	\$0.00	\$1,269,633.33
Sub Total			\$7,742,157.333	\$0.00	\$7,742,157.333
			3		3
		Total	\$28,367,824.33	\$4,942,800.00	\$33,310,624.33

EXPLANATION

This is an amendment to a sole source contract because it is in the best interest of the State of New Hampshire and the Department of Health and Human Services to contract with Deloitte Consulting LLP for these enhancements. Any vendor other than Deloitte would have a tremendous learning curve and the timelines do not support the lag time that would be required to bring a new team on board. The deliverables contained in this amendment are directly related to the work currently under development in the contract, therefore it is not possible to given the tight timelines and criticality of this functionality to consider another vendor.

At the time of the original contract submission, the scope of the Affordable Care Act work included an analysis of requirements to establish a Health Insurance Exchange interface with a State, Regional or Federal exchange. A determination has been made to integrate New HEIGHTS with the Federally Facilitated Exchange. This amendment is to provide functionality to complete the work of implementing the Health Insurance Exchange within the aggressive time limits required under the Affordable Care Act.

The areas that need to be addressed as part of the Health Insurance Exchange implementation include:

- InterSix web services are planned as part of the Federally Facilitated Exchange/Federal Data Sharing Hub integration for the October 2013 target date. The purpose of these services is to provide near real-time data verification with federal agencies to facilitate real-time eligibility determination. The Federal Data Sharing Hub centralizes verification data from multiple federal

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
March 11, 2013
Page 3

agencies, and makes it accessible through web services. The web services can then be called by New HEIGHTS and NH EASY. New Hampshire will also provide services to the Federal Data Sharing Hub, specifically to confirm coverage in Medicaid/CHIP and to send application information to the Federal Data Sharing Hub for applicants who may be eligible for a Qualified Health Plan to facilitate the "no wrong door" concept.

- Significant Changes to New HEIGHTS, NH EASY and supporting work that are related to the Federally Facilitated Exchange/Federal Data Sharing Hub interfaces. The major areas where these changes need to be made are:
 - Federal Data Sharing Hub Management Services
 - Remote ID Proofing
 - Social Security Administration Composite
 - Verify Lawful Presence
 - Verify Annual Household Income
 - Account Transfer (Federally Facilitated Exchange to New Hampshire)
 - Account Transfer (New Hampshire to Federally Facilitated Exchange)
 - Check Existing Coverage
 - Medicaid Only Application
 - Notifications
 - Verifications and Related Changes
 - Redeterminations and Change Reporting
 - Reports
 - Configuration and Performance Management
 - Medicaid Processing Re-engineering
 - Post Implementation Support

Should Governor and Council determine to deny this request, the Department of Health and Human Services will not be able to become compliant with the implementing of the Health Insurance Exchange required under the Affordable Care Act in October 2013.

The State will be working with Deloitte Consulting daily ensuring that the deliverables outlined in this contract amendment are met. Additionally, the Centers for Medicare & Medicaid Services are also working closely with both the State and the vendor to ensure timely implementation.

Geographic area served: Statewide

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

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

Respectfully Submitted,


Carol E. Sideris
Division of Client Services

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

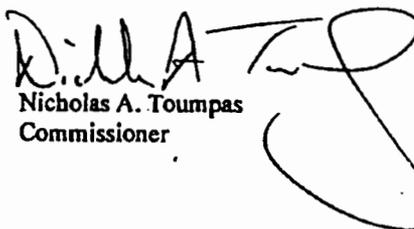
March 11, 2013

Page 4



Peter Hastings
Interim Commissioner
Department of Information Technology

Approved by:



Nicholas A. Toumpas
Commissioner



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

Peter C. Hastings
Acting Commissioner

March 15, 2013

Nicholas Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Deloitte Consulting LLP, of Pittsburgh, PA as described below and referenced as DoIT No. 2013-063A.

This is a request to amend the contract to ensure compliance with the Affordable Care Act (ACA), the modernization of the New HEIGHTS infrastructure, and to provide functionality to support DHHS' strategic vision for improved service delivery. Deloitte has performed an analysis of requirements to establish a Health Insurance Exchange (HIX) interface with a State, Regional, or Federal exchange. The Department has now determined that it will pursue a strategy to integrate with the Federally Facilitated Exchange (FFE). This amendment is to provide functionality to complete the work of implementing the HIX within the aggressive time limits required under the ACA. The amendment increases the contract funding by \$4,942,800.00, from \$28,367,824.33 to an amount not to exceed \$33,310,624.33 and shall be effective upon Governor and Council approval.

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

Sincerely,

A handwritten signature in black ink that reads "Peter C. Hastings".

Peter C. Hastings

PCH/ltn
Contract #2013-063A
cc: Mary Calise, DHHS
Leslie Mason, DoIT

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
New HEIGHTS
Service Modernization and Incremental Renewal
Amendment 1

This 1st Amendment to the Deloitte Consulting LLP Contract (hereinafter referred to as Amendment 1) dated this 6th day of March 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or the "Department" or "DHHS") and Deloitte Consulting, Limited Liability Partnership (hereinafter "Deloitte" and/or "the Contractor") with a place of business at 1000 One PPG Place, Pittsburgh, Pennsylvania 15222-5414.

WHEREAS, pursuant to an Agreement (the Contract) approved by Governor and Executive Council, on October 3, 2012, Item #36, P.O. Number 7000896, the Contractor agrees to supply certain services upon the terms and conditions specified in the Contract and in consideration of certain sums as specified therein; and

WHEREAS, pursuant to section 17 of the General Terms, Form P-37 (1/09) the Contract may be modified or amended only by a written instrument executed by the parties thereto, and only after approved of such modification by the Governor and Executive Council; and

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

WHEREAS, this Agreement may be extended by mutual agreement of the Parties for up to three (3) additional years subject to formal approval by the Governor and Executive Council of the State of New Hampshire and

WHEREAS the Department wishes to extend the New HEIGHTS contract to support a Federally Facilitated Exchange (FFE) under the Affordable Care Act (ACA) including system interfaces between the Federal Data Services Hub (FDSH) and New HEIGHTS as well as supporting changes to the New HEIGHTS and NH EASY systems, the Department and the Contractor hereby agree to amend the Scope of Work and the terms and conditions of the Contract;

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

1. Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect on March 6, 2013, or upon the approval of the Governor and Executive Council, whichever is later.
2. **General Provisions, Form P-37 (1/09)** is hereby amended as follows:
 - 2.1. Block 1.8, Price Limitation, increase by an amount not to exceed \$4,942,800.00 from \$28,367,824.33 to \$33,310,624.33.
 - 2.2. Block 1.15 Contracting Offer for State Agency is amended by replacing "Terry R. Smith, Director" with "Carol E. Sideris, Director Division of Client Services".
 - 2.3. Block 3, "Effective Date: Completion of Services" is amended by adding the following sentences to 3.1:

Initial all pages
Vendor Initials

Service Modernization and Incremental Renewal, Amendment 1
Page 1 of 7

"The effective date of the original contract is October 4, 2012. This Amendment, Amendment 1, is effective on the date of Governor and Executive Council approval or March 6, 2013, whichever is later.

3. **Exhibit A Contract Scope of Work** is hereby amended as follows:

3.1. The provisions of Contract Exhibit A: *Scope of Work*, Paragraph 1.1. *Purpose* is hereby stricken and replaced with the following:

This document defines the specific services Deloitte Consulting LLP (Contractor) will provide to the State. In general, these services include enhancement of the New HEIGHTS system in support of the scope of work defined in Attachment B – New HEIGHTS Statement of Work and the associated Attachment B – Addendum 1, FFE Scope of Services. Attachment B includes projects to support CMS's standards and conditions for enhanced Medicaid funding, modernization of the New HEIGHTS technology architecture, enhancements to support the DHHS Access Front Door (AFD) service modernization initiative and integration with the Federally Facilitated Exchange (FFE) and the Federal Data Services Hub (FDSH) as well as supporting changes to the New HEIGHTS and NH EASY systems.

3.2. The provisions of Contract Exhibit A: *Scope of Work*, Paragraph 1.4 *Definitions* are amended by Inserting the following thereafter:

- | | |
|---|---|
| 1.4.11 Federally Facilitated Exchange (FFS) | Health care exchange operated federally which requires integration with State Department of Health and Human Services New HEIGHTS eligibility system. |
| 1.4.12 Federal Data Services Hub (FDSH) | Federally maintained data integration hub through which States exchange data in support of Medicaid operations and FFE integration |

3.3. The provisions of Contract Exhibit A: *Scope of Work*, Paragraph 1.5.1 are amended by Inserting the following thereafter:

- Amendment 1
- Attachment A "*Service Modernization, Incremental Renewal and FFE Staff Loading Amendment 1*"
- Attachment B "*New HEIGHTS Scope of Services*" and "*Attachment B – Addendum 1, FFE Scope of Services*"
- Attachment B-1 "*New HEIGHTS Service Modernization, Incremental Renewal and FFE Milestones Amendment 1*"
- And any and all other attachments and/or appendices and/or tables.

3.4. The provisions of Contract Exhibit A: *Scope of Work*, Paragraph 3.1 (a) is hereby stricken and replaced with the following:

A baseline complement of Contractor staff will be provided, according to Attachment A - Service Modernization, Incremental Renewal and FFE Staff Loading Amendment 1, to perform work under the Services, Requirements, and Staffing as defined in Attachment B-New HEIGHTS and FFE Scope of Services (the "Work") Work shall be scheduled full time for all resources on the project as defined in Attachment A. Full time is defined as forty hours per week. The total hours provided by the contractor shall meet the full time equivalents (FTE) defined in Attachment A with an average equal to 173.33 hours per month per FTE.

3.5. The provisions of Contract Exhibit A: *Scope of Work*, Paragraph 3.2 (e) is hereby stricken and replaced with the following:

Facilities and desktop computing hardware and software for up to 40 Contractor staffed housed at the 7 Eagle Square site or an equivalent location.

3.6. The Contract Exhibit A: *Scope of Work* Paragraphs 4. PROJECT MANAGEMENT AND RESPONSIBILITIES, 5. COMMUNICATION AND REPORTING, 6. TESTING, 7. SYSTEM DOCUMENTATION are amended to strike references to Attachment B - New HEIGHTS Scope of Services and replace them with references to Attachment B New HEIGHTS Scope of Services and Attachment B - Addendum 1, FFE Scope of Services.

4. Exhibit B Payment Terms is hereby amended as follows:

4.1. Amend Exhibit B Section 1, Price, by striking

- a) The total price for all services and facilities provided under this Agreement shall not exceed \$28,367,824.00.

And inserting in its place:

- a) The total price for all services and facilities provided under this Agreement shall not exceed \$33,310,624.33, as stated in the General Terms and Conditions, Form P-37, Section 1.8.

4.2. Amend Exhibit B Section 2, Terms of Payment by striking:

- a) This Agreement is funded with funds from the New Hampshire General Fund in the amount of \$6,593,967.00 and with federal funds made available under the following Catalog of Federal Domestic Assistance:
 - CFDA #10.561, Federal Agency Department of Agriculture, Food and Nutrition Services, Program Title Food Stamp State Administration in the amount of \$1,522,048.00.
 - CFDA #93.778, Federal Agency Department of Health and Human Services, Centers for Medicare and Medicaid Services, Program Title XIX (Medicaid) in the amount of \$20,237,955.00.
 - CDFA #93.658 and #93.659, Federal Agency Department of Health and Human Services, Administration for Children and Families, Program Title IV-E Foster Care/Adoption Assistance in the amount of \$13,854.00.

And inserting in its place:

- a) This Agreement is funded with funds from the New Hampshire General Fund in the amount of \$7,088,247.33 and with federal funds made available under the following Catalog of Federal Domestic Assistance:
 - CFDA #10.561, Federal Agency Department of Agriculture, Food and Nutrition Services, Program Title Food Stamp State Administration in the amount of \$1,522,048.00.
 - CFDA #93.778, Federal Agency Department of Health and Human Services, Centers for Medicare and Medicaid Services, Program Title XIX (Medicaid) in the amount of \$24,686,475.00.
 - CDFA #93.658 and #93.659, Federal Agency Department of Health and Human Services, Administration for Children and Families, Program Title IV-E Foster Care/Adoption Assistance in the amount of \$13,854.00.

Initial all pages
Vendor Initials



Service Modernization and Incremental Renewal, Amendment 1

Page 3 of 7

4.3. Amend Exhibit B Section 2, Terms of Payment by striking:

b) The State will make payment to the Contractor as defined in the Milestone Payment Schedule included as Attachment B-1. The schedule of payments and milestone definitions pursuant to Attachment B-1 may be modified in writing with the mutual agreement of both the State and the contractor, provided the modifications do not result in total state fiscal year amounts that exceed the total state fiscal year amounts of Attachment B-1.

And inserting in its place:

b) The State will make payment to the Contractor as defined in the Milestone Payment Schedule included as Attachment B-1 New HEIGHTS Service Modernization, Incremental Renewal and FFE Milestones Amendment 1. The schedule of payments and milestone definitions pursuant to Attachment B-1 may be modified in writing with the mutual agreement of both the State and the contractor, provided the modifications do not result in total state fiscal year amounts that exceed the total state fiscal year amounts of Attachment B-1.

4.4. Amend Exhibit B Section 2, Terms of Payment by striking:

- a) A portion of the funding totaling \$22,500,000 towards this contract is budgeted and available in the following accounts for the current biennium:
05-95-45-450030-0967: \$7,500,000
05-95-95-950030-0977: \$15,000,000

A combination of Capital and Operating funding requests is being submitted for the full funding of this contract as part of the budget process for SFY 2014/2015.

And inserting in its place:

- a) A portion of the funding totaling \$27,000,000 towards this contract is budgeted and available in the following accounts for the current biennium: .
05-95-45-450030-0967: \$7,500,000
05-95-95-950030-0977: \$15,000,000
05-95-45-450010-6125: \$4,500,000

A combination of Capital and Operating funding requests is being submitted for the full funding of this contract as part of the budget process for SFY 2014/2015.

4.5. Amend Exhibit B Section 2, Terms of Payment by striking:

- a) The Parties further agree that the invoices will contain the payment number and the services as indicated in Attachment B-1: Service Modernization and Incremental Renewal Milestones and the Contractor has no obligation to provide details in the invoice for state and federal cost allocations.

And inserting in its place:

- a). The Parties further agree that the invoices will contain the payment number and the services as indicated in Attachment B-1: Service Modernization, Incremental Renewal and FFE Milestones Amendment 1 and the Contractor has no obligation to provide details in the invoice for state and federal cost allocations.

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

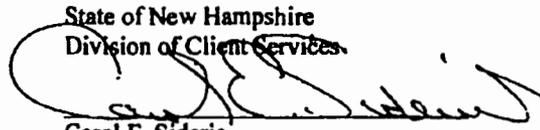
State of New Hampshire
Office of Information Systems

Date 03/12/13


William L. Baggeroer
Director

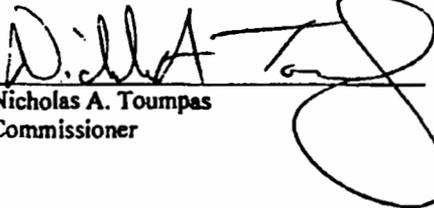
State of New Hampshire
Division of Client Services

Date 3/12/13


Carol E. Sideris
Director

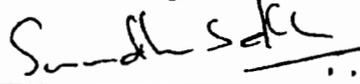
State of New Hampshire
Department of Health and Human Services

Date 3/22/13

Approved by: 
Nicholas A. Toumpas
Commissioner

Deloitte Consulting, LLP

Date 3/6/13


Sundhar Sekhar, Principal
Deloitte Consulting LLP

Initial all pages
Vendor Initials 

STATE OF
COUNTY

On this the 12th day of March 2013, before me, Theresa M. Jones
the undersigned officer, personally appeared William P. Braggren, known to me (or satisfactorily
proven) to be the person whose name subscribed to the within instrument, and acknowledged that he/she executed
the same for purposes therein contained.

In witness thereof I hereto set my hand and official seal.


Notary Public
My Commission Expires _____

Theresa M. Jones, Notary Public
My Commission Expires September 19, 2017

STATE OF
COUNTY

On this the 12th day of March 2013, before me, Theresa M. Jones
the undersigned officer, personally appeared Carol E. Selane, known to me (or satisfactorily
proven) to be the person whose name subscribed to the within instrument, and acknowledged that he/she executed
the same for purposes therein contained.

In witness thereof I hereto set my hand and official seal.

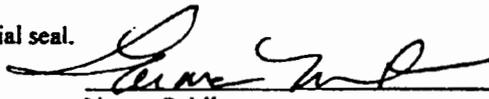

Notary Public
My Commission Expires _____

Theresa M. Jones, Notary Public
My Commission Expires September 19, 2017

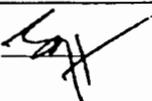
STATE OF
COUNTY

On this the, 22 day of March 2013, before me, Theresa M. Jones
the undersigned officer, personally appeared Nicholas A. Tompon, known to me (or satisfactorily
proven) to be the person whose name subscribed to the within instrument, and acknowledged that he/she executed
the same for purposes therein contained.

In witness thereof I hereto set my hand and official seal.


Notary Public
My Commission Expires _____

Theresa M. Jones, Notary Public
My Commission Expires September 19, 2017

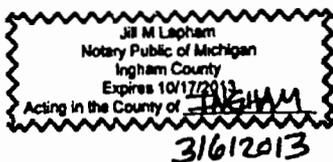
Initial all pages
Vendor Initials 

STATE OF Michigan

COUNTY OF Ingham

On this the 6th day of March 2013, before me, Jill M. Lapham the undersigned officer, personally appeared Sundhar Sekhar who acknowledged himself/herself to be a Principal of Deloitte Consulting LLP, a Delaware registered limited liability partnership, and that he/she, as such being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Principal. X Sundhar Sekhar

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



Jill M. Lapham
Notary Public/Justice of the Peace
My commission expires: 10-17-2013

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

OFFICE OF THE ATTORNEY GENERAL

By: Jeanne P. Herick
Jeanne P. Herick, Attorney
Date: 18 MAR 2013

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

Office of the Secretary of State

By: _____
Title: _____
Date: _____

Initial all pages
Vendor Initials [Signature]

CERTIFICATE

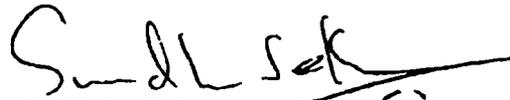
I, David Parent, Principal of Deloitte Consulting LLP, do hereby certify that:

1. I am a Principal of Deloitte Consulting LLP, a Delaware limited partnership ("Deloitte Consulting");
2. I maintain and have custody of a copy of the Memorandum of Agreement of Deloitte Consulting and a list of the Principals of Deloitte Consulting assigned to the Camp Hill, Pennsylvania Office;
3. I am duly authorized to issue certificates with respect to Deloitte Consulting and such Principals;
4. I have attached hereto as Certificate Exhibit A, a certificate of authority setting forth the authority of a Principal of Deloitte Consulting to enter into and sign agreements in the name of and on behalf of Deloitte Consulting;
5. Sundhar Sekhar, is on the date hereof, and since 2003 has been, a Principal of Deloitte Consulting as referred to in Certificate Exhibit A attached hereto;
6. As a Principal of Deloitte Consulting, he is fully authorized on behalf of and in the name of Deloitte Consulting to enter into and take any and all actions to execute, acknowledge, and deliver the contract with the State of New Hampshire, acting through the Office of the Governor, providing for the performance by Deloitte Consulting of certain management consulting services, and any and all documents, agreements, and other instruments (and any and all amendments, revisions, and modifications thereto) as he may deem necessary, desirable, or appropriate to accomplish the same;
7. The signatures of Sundhar Sekhar, as Principal of Deloitte Consulting, affixed to any instruments or documents described in or contemplated by the preceding paragraph shall be exclusive evidence of the authority of said Principal to bind Deloitte Consulting thereby;
8. The certificate of authority of Deloitte Consulting attached as Exhibit A has not been revoked, annulled, or amended in any manner whatsoever and remains in full force and effect as of the date thereof;

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

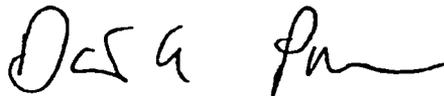


David Parent, Principal
Deloitte Consulting LLP
Detroit Office



Sundhar Sekhar, Principal
Deloitte Consulting LLP
Camp Hill Office

10. IN WITNESS WHEREOF, I have hereunto set my hand as Principal of the Partnership this 6th day of March, 2013.



David Parent

MICHIGAN

COUNTY OF INGHAM

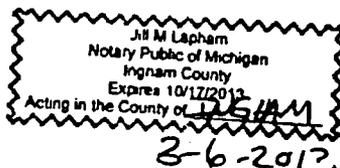
On this 6th day of March, 2013, before me, Jill M. Lapham, the undersigned officer, personally appeared David Parent who acknowledged himself to be a Principal of Deloitte Consulting LLP, a Delaware limited partnership, and that he, as such Principal, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing his name thereto as Principal.

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

My Commission Expires: 10-17-2013



Notary Republic

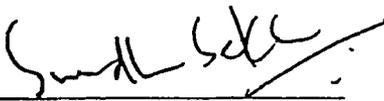


CERTIFICATE EXHIBIT A

I, SUNDHAR SEKHAR, DO HEREBY CERTIFY THAT:

1. I am a Principal of Deloitte Consulting LLP; a Delaware limited partnership ("Deloitte Consulting").
2. I have custody of a copy of the Memorandum of Agreement of Deloitte Consulting and a list of Principals of Deloitte Consulting assigned to its Camp Hill, Pennsylvania office.
3. Principals of Deloitte Consulting are fully authorized by the Memorandum of Agreement of Deloitte Consulting to enter into and to take any and all actions on behalf of and in the name of Deloitte Consulting to execute, acknowledge, and deliver contracts providing for the performance by Deloitte Consulting of management consulting services, and any and all documents, agreements, and other instruments (and any and all amendments, revisions, and modifications thereto) as may be necessary, desirable, or appropriate to accomplish the same.
4. Deloitte Consulting LLP has no company seal.
5. I am duly authorized to issue this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand as a Principal of Deloitte Consulting LLP this 6th day of March, 2013.

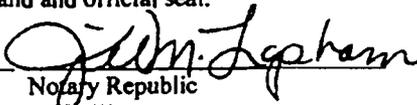

Sundhar Sekhar

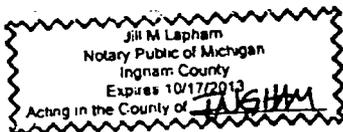
MICHIGAN

COUNTY OF INGHAM

On this 6th day of March, 2013, before me, Jill M. Lapham the undersigned officer, personally appeared Sundhar Sekhar who acknowledged himself to be a Principal of Deloitte Consulting LLP, a Delaware limited partnership, and that he, as such Principal, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing his name thereto as Principal.

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

My Commission Expires: 10-17-2013 
Notary Republic



3-6-2013

5/2/12



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF FAMILY ASSISTANCE

Nicholas A. Toumpas
Commissioner

Terry R. Smith
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9474 1-800-852-3345 Ext. 9474
FAX: 603-271-4637 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 28, 2012

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

APPROVED BY _____

DATE 10/3/12

PAGE 5

ITEM # 36

REQUESTED ACTION

Authorize the State of New Hampshire, Department of Health and Human Services, Division of Family Assistance to execute a sole source contract with Deloitte Consulting LLP, 2500 One PPG Place, Pittsburgh, Pennsylvania 15222-5401 (Vendor #174776), to provide enhancements to the New HEIGHTS public assistance eligibility system for the purpose of modernizing New HEIGHTS infrastructure and providing functionality to support the Department of Health and Human Services' strategic vision for improved service delivery in an amount not to exceed \$28,367,824.33, effective October 4, 2012 or the date of Governor and Council approval, whichever is later, through September 30, 2016. Funds are available in the following account(s) in State Fiscal Year 2013 and are anticipated to be available in State Fiscal Years 2014 - 2017, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts through the Comptroller, if needed and justified, between State Fiscal Years.

05-95-45-450010-0967 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, 11-253:1:VII-G NEW HGHTS RENEW

State Fiscal Year	Class/Object	Description	Current Modified Budget
SFY 2013	034-500099	Major IT Systems	\$6,157,022.00
SFY 2014	034-500099	Major IT Systems	\$748,645.00
Sub Total			\$6,905,667.00

05-95-95-950010-0977 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS COMMISSIONER, OFFICE OF THE COMMISSIONER, 11-253:1:VII-Q ACCESS FRONT DOOR

State Fiscal Year	Class/Object	Description	Current Modified Budget
SFY 2014	034-500099	Major IT Systems	\$6,070,888.00
SFY 2015	034-500099	Major IT Systems	\$7,649,112.00
Sub Total			\$13,720,000.00

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
August 28, 2012
Page 2

05-95-45-450010-TBD HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS
TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, TBD

State Fiscal Year	Class/Object	Description	Current Modified Budget
SFY 2015	034-500099	Major IT Systems	\$16,397.00
SFY 2016	034-500099	Major IT Systems	\$6,456,127.00
SFY 2017	034-500099	Major IT Systems	\$1,269,633.33
Sub Total			\$7,742,157.33
		Total	\$28,367,824.33

EXPLANATION

This request is sole source because it is in the best interest of the State of New Hampshire and the Department of Health and Human Services to contract with Deloitte Consulting LLP, the current vendor responsible for maintenance of the New HEIGHTS system. As the current vendor responsible for maintenance of the New HEIGHTS system, Deloitte Consulting LLP is uniquely qualified to provide this enhancement due to their role with the Department of Health and Human Services/Division of Family Assistance in the development and implementation of the New HEIGHTS system. Because enhancements to the system involve the core subsystems within New HEIGHTS that are maintained by Deloitte, it is in the State's best interest to preserve contractor accountability for the changes being made to the system. To contract with a different vendor could place the State in a situation whereby neither Deloitte nor another contractor accept responsibility for a malfunction that could result in costly litigation for the State to pursue a remedy to the problem. In addition, there may be greater risk for failure of these projects if the vendor lacks experience on New HEIGHTS and the business processes being enhanced. Also, the process of procuring a new vendor would require reallocation of the Department of Health and Human Services' resources that are critical to the State's modernization efforts based on enhanced Medicaid funding requirements. Given the time limitations of federal and State priorities, the delay would likely result in New Hampshire's inability to support federal and State projects that cannot be deferred.

The Department of Health and Human Services considered a number of alternatives to provide the required service modernization features, Medicaid enhanced funding conditions and standards, and the long term needs of the Department of Health and Human Services far into the future. The analysis of alternative approaches compared the pros and cons of four alternatives to implementing a new eligibility determination and case management system for the Department of Health and Human Services. These alternatives included:

1. **Maintain Status Quo** – Continue maintaining New HEIGHTS as is;
2. **Ground Up Development** – Construct a system from scratch;
3. **Incremental Infrastructure Modernization** – Enhance and build upon the existing New HEIGHTS architecture using an incremental deployment strategy and a combination of COTS and Java framework components; and
4. **Transfer/Commercial Off The Shelf (COTS) System** – Transfer another state's integrated system or buy and build a system using a health and human services framework solution provided by COTS products

The initial qualitative analysis indicated that there might be two viable approaches, both of which were further analyzed in a cost/benefit analysis. The last two options, transferring a system from another state or implementing a COTS solution were compared to modernizing the existing system.

A transfer solution and COTS development effort were combined for purposes of comparison due to the similar attributes of both alternatives, including state resource requirements, financial investment and implementation duration. From a qualitative perspective, the long-term benefits of both an incremental modernization and a new system are essentially equal. However, from a timeline perspective and the management of state resources, the most cost beneficial of the two approaches is to incrementally modernize the infrastructure.

This requested action is to provide infrastructure modernization of New HEIGHTS and critical system enhancements to support the Department of Health and Human Services' strategic vision for improved service delivery. The New HEIGHTS infrastructure modernization project is a critical necessity. New HEIGHTS has been in operation in New Hampshire for 13 years and is rapidly approaching the end of its anticipated 15-year life expectancy. While New HEIGHTS continues to support the business needs of the Department of Health and Human Services, the technology has become outdated and is becoming more costly to operate and more expensive to maintain and enhance. The system uses an IBM mainframe, COBOL programming language, DB2 database technology, and a PowerBuilder user interface. Obtaining the resources to maintain and enhance the system at an affordable price is becoming increasingly difficult. For example, it is already challenging to find system analysts and programmers with PowerBuilder experience. Additionally, the existing infrastructure technology presents challenges as the State embarks on key initiatives requiring interoperability with other systems and applications. Since New HEIGHTS provides eligibility determination for critical public assistance programs including Medicaid/Children' Health Insurance Program, Supplemental Nutrition Assistance Program, Temporary Assistance to Needy Families (TANF), Child Care, Adoption Subsidy/Foster Care and Emergency Assistance, the modernization of New HEIGHTS is one of the highest priority projects for the Department of Health and Human Services.

The modernized New HEIGHTS infrastructure will support streamlined service delivery that improves the quality of client service while minimizing service delivery cost. The planned service modernization enhancements will provide significant improvements for both Department of Health and Human Services' staff and clients. These improvements include:

- Many enhancements to NH EASY, New Hampshire's Electronic Application System, which is the online self-service function for New HEIGHTS;
- A variety of worker productivity improvements to the electronic imaging and workflow functionality contained in New HEIGHTS; and
- Many process improvements to the base New HEIGHTS system which will increase productivity and accuracy in the eligibility determination process.

This project was identified in the New Hampshire Information Technology Plan 2005 – 2009, Appendix VII, Project ID 79 – Contractor operational support of existing system with the Strategic Theme of Improving and Standardizing State Government IT Infrastructure.

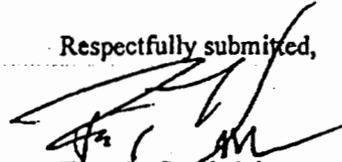
Geographic area served: Statewide

Source of Funds: Federal Funds of 76.76% from multiple benefiting federal programs and 23.24% State General Funds.

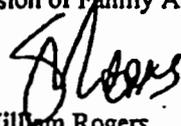
In the event the Federal funds become no longer available, General Funds will not be requested to support this activity.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
August 28, 2012
Page 4

Respectfully submitted,

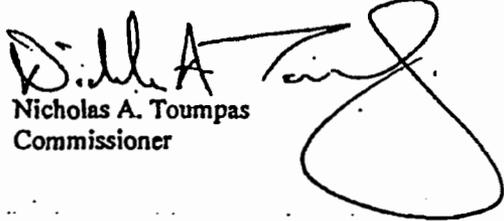


Terry R. Smith, Director
Division of Family Assistance



S. William Rogers
Commissioner
Department of Information Technology

Approved by:



Nicholas A. Toumpas
Commissioner

*The Department of Health and Human Services' Mission is to join communities and families
in providing opportunities for citizens to achieve health and independence.*



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

Nicholas A. Toumpas
Commissioner

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

William L. Baggeroer
Chief Information Officer

August 28, 2012

S. William Rogers
Commissioner
Department of Information Technology
27 Hazen Drive
Concord, NH 03301

Requested Action and Explanation

The Department of Health and Human Services (DHHS), Division of Family Assistance (DFA), respectfully requests approval to enter into a sole source agreement with Deloitte LLP of 2601 Market Place, 2nd Floor, Harrisburg, PA 17110. The purpose of this project is the modernization of the New HEIGHTS infrastructure and to provide functionality to support DHHS's strategic vision for improved service delivery. The contract is to be effective upon date of Governor and Council approval through September 30, 2016, in an amount not to exceed \$28,367,824.33.

New HEIGHTS has been in operation in New Hampshire for 13 years now and is rapidly approaching the end of its anticipated 15 year life expectancy. While New HEIGHTS continues to support the business needs of DHHS, the technology has become outdated and is becoming more expensive to operate, maintain and enhance. DHHS must modernize the New HEIGHTS infrastructure and implement enhanced service delivery functionalities as the infrastructure modernization project will provide DHHS with a modernized n-tier object oriented architecture. The modernized New HEIGHTS infrastructure will also support streamlined service delivery that increases the quality of client service while minimizing the cost of service delivery.

The service modernization enhancements will provide significant improvements for both DHHS staff and clients alike. These improvements include projects to enhance the self-service program, NH EASY, enhancements to the eligibility determination process for long term care applicants, enhancements to the imaging and content management functionality to provide efficiencies for workers, as well as other improvements to support DHHS.

Funds are available as noted below in the following accounts for Fiscal Years (FY) 2013 thru 2017:

05-95-45-450010-0967 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, 11-253:1:VII-G NEW HIGHTS RENEW

State Fiscal Year	Class/Object	Description	Current Modified Budget
SFY 2013	034-500099	Major IT Systems	\$6,157,022.00

SFY 2014	034-500099	Major IT Systems	\$748,645.00
Sub Total			\$6,905,667.00

05-95-95-950010-0977 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS COMMISSIONER, OFFICE OF THE COMMISSIONER, 11-253:1:VII-Q ACCESS FRONT DOOR

State Fiscal Year	Class/Object	Description	Current Modified Budget
SFY 2014	034-500099	Major IT Systems	\$6,070,888.00
SFY 2015	034-500099	Major IT Systems	\$7,649,112.00
Sub Total			\$13,720,000.00

05-95-45-450010-TBD HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, TBD

State Fiscal Year	Class/Object	Description	Current Modified Budget
SFY 2015	034-500099	Major IT Systems	\$16,397.00
SFY 2016	034-500099	Major IT Systems	\$6,456,127.00
SFY 2017	034-500099	Major IT Systems	\$1,269,633.33
Sub Total			\$7,742,157.33

Prior Related Actions

There are no prior related actions.

Alternatives and Benefits

Potential alternatives to executing a new contract with Deloitte LLP, were evaluated but it was concluded that the other alternatives were not viable given current mandates and time constraints. This is a sole source contract because it is in the best interest of the State of New Hampshire and the Department of Health and Human Services to contract with Deloitte LLP for these enhancements. Any vendor other than Deloitte would have a tremendous learning curve and the timelines do not support the lag time that would be required to bring a new team on board. It is anticipated that it would have taken another vendor an additional 6 – 12 months to get enough transition to be able to perform the work in this contract, therefore, the costs would be greater with another vendor.

As the current vendor responsible for maintenance of the New HEIGHTS system, Deloitte LLP is uniquely qualified to provide these enhancements due to their role with DHHS/DFA in the development and implementation of the New HEIGHTS system. In addition, because enhancements to the system involve the core infrastructure and subsystems within New HEIGHTS that are maintained by Deloitte, it is in the State's best interest to preserve contractor accountability for the changes being made to the system. To contract with a different vendor could place the State in a situation whereby neither Deloitte nor another contractor would accept responsibility for a malfunction that could result in costly litigation for the State to pursue a remedy to the problem. More importantly there is a greater risk for failure of these projects if the vendor lacks experience on New HEIGHTS and the business processes being enhanced. The process of procuring a new vendor would require reallocation of DHHS resources that are critical to the State's modernization efforts based on the

enhanced Medicaid funding requirements. Given the time limitations of federal and state priorities, the delay would likely result in New Hampshire's inability to support federal and state projects that cannot be deferred.

New Hampshire has considered a number of alternatives to provide the required service modernization features, and the long term needs of DHHS far into the future. This analysis of alternative approaches compared the pros and cons of four alternatives to implementing a new eligibility determination and case management system for DHHS. These alternatives include:

1. **Maintain Status Quo** – Continue maintaining New HEIGHTS as is
2. **Ground Up Development** – Construct a system from scratch
3. **Incremental Infrastructure Modernization** – Enhance and build upon the existing New HEIGHTS architecture using an incremental deployment strategy and a combination of COTS and Java framework components
4. **Transfer/COTS System** – Transfer another state's integrated system or buy and build a system using a health and human services (HHS) framework solution provided by COTS products

The initial qualitative analysis indicated that there were two viable approaches, both of which were further analyzed via a cost/benefit Analysis (CBA). The last two options, transferring a system from another state or implementing a COTS solution were compared to modernizing the existing system.

A transfer solution and COTS development effort were combined for purposes of comparison due to the similar attributes of both alternatives, including state resource requirements, financial investment and implementation duration.

From a qualitative perspective, the long-term benefits of both an incremental modernization and a new system are essentially equal. However, from a timeline perspective and the management of state resources, the most cost beneficial of the two approaches is to incrementally modernize the infrastructure.

All costs associated with the two approaches are summarized below. This includes initial development and implementation costs, as well as conversion, training and maintenance and operations costs during this timeframe. Costs are identified in constant dollars.

System Life Costs	Incremental Infrastructure Modernization	Transfer Solution
Software	\$1,612,400	\$3,224,800
Contract Staff (DDI Vendor)	\$28,367,824	\$62,000,000
TOTAL Non-Recurring (DDI)	\$33,173,842	\$70,892,100
Annual Vendor Maintenance and Enhancements (10 years)	\$5,500,000	\$5,500,000

*The non-recurring and recurring costs of the selected option provide a strong return on investment compared to other alternatives.

The high level benefits of the alternatives under consideration include improved case work productivity and workflow management flexibility, system longevity, and compliance with all Federal standards and conditions.

The benefits shown in the table below are categorized as quantitative or qualitative. Quantitative benefits are measurable cost savings or redirected government funds. Quantitative benefits include direct cost savings (e.g., reduction in long-term maintenance costs for a new system), as well as indirect cost savings (e.g., labor-related costs). Indirect quantitative benefits result from changes in systems and business processes that enable increased staff productivity and greater efficiency. Labor savings can be redirected to other activities such as family self-sufficiency, early intervention, employment services, and prevention services.

Qualitative benefits do not result in a measurable cost savings to the State; however, these benefits are real and substantive. The citizens of New Hampshire, families who receive assistance, state personnel, and service delivery partners, will realize many qualitative benefits from the New HEIGHTS initiative.

Anticipated benefits of the New HEIGHTS initiative include:

Benefit Type	Benefit Description
Quantitative	Reduced physical infrastructure expenditures resulting from centralization and specialized task management using central mail, change centers, etc.
Qualitative	Reduction in IT system maintenance and operations costs associated with reliance on z/OS operating system and general purpose mainframe CPU capacity in the form of reduced ongoing price escalation
Qualitative	Improved policy support at lower cost from reduced implementation time for program, policy, and system changes
Qualitative	Less stressed workforce due to the workload relief provided by enhanced workflow management and load balancing across remote and central facilities and staff

Impact on Other State Agencies and Municipalities

DHHS does not anticipate any impact to other state agencies.

Requisition Information:

Vendor Name <u>Deloitte LLP</u>

Funding Sources and Amounts:

	* Object Code(s)	SFY 2013	SFY 2014-SFY 2017	Total
STATE	034-500099	\$715,298.00	\$5,878,669.33	\$6,593,967.33
FEDERAL	034-500099	\$5,441,724.00	\$16,332,133.00	\$21,773,857.00
OTHER (Specify Source, i.e.: Registration Fees)				
TOTAL		\$6,157,022.00	\$22,210,802.33	\$28,367,824.33

CONTACT PERSON

Laurie Snow, New HEIGHTS Project Manager
NH Department of Health and Human Services
Division of Family Assistance
7 Eagle Square, Suite 301
Concord, NH 03301
Telephone: (603) 227-0326
Fax: (603) 226-2154
Email: lsnow@dhhs.state.nh.us

CERTIFICATION

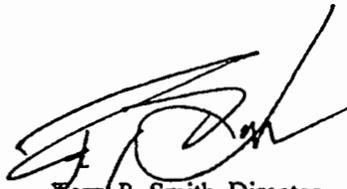
The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

Respectfully submitted,



William L. Baggeroer
Chief Information Officer

S. William Rogers
August 28, 2012
Page 6 of 6

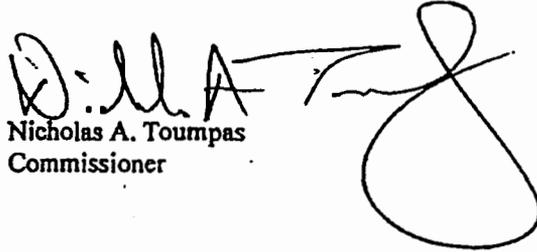


Terry R. Smith, Director
Division of Family Assistance



Steven Kelleher
Information Technology Manager, DHHS
Department of Information Technology

Approved by:



Nicholas A. Toumpas
Commissioner

CC: Leslie Mason, IT Manager
Laurie Snow, Project Manager



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

S. William Rogers
Commissioner

September 7, 2013

Nicholas Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Deloitte Consulting LLP, of Pittsburgh, PA as described below and referenced as DoIT No. 2013-063.

This is a request to enter into a contract to provide enhancements to the New HEIGHTS system for the purpose of modernization of the infrastructure and to support the DHHS strategic vision of improved service delivery. The amount of the contract is not to exceed \$28,367,824.33 and shall be effective upon Governor and Council approval from October 4, 2012 to September 30, 2016.

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

Sincerely,

A handwritten signature in black ink, appearing to read "S. Rogers", written over a horizontal line.

S. William Rogers

SWR/itm
Contract #2013-063
cc: Mary Calise, DHHS
Leslie Mason, DoIT

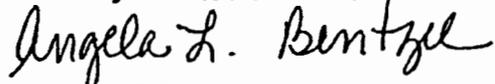
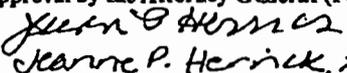
Subject: New HEIGHTS Service Modernization and Incremental Renewal

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Dept of Health & Human Services Division of Family Assistance		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Deloitte Consulting LLP		1.4 Contractor Address 2601 Market Place, 2nd Floor Harrisburg, PA 17110	
1.5 Contractor Phone Number +1 (717) 651-6240	1.6 Account Number	1.7 Completion Date September 30, 2016	1.8 Price Limitation \$28,367,824.33
1.9 Contracting Officer for State Agency Mary Calise		1.10 State Agency Telephone Number 603-271-9285	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sundhar Sekhar, Principal	
1.13 Acknowledgement: State of <u>PA</u> , County of <u>Dauphin</u> On <u>8/17/2012</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Angela L. Bentzel, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Terry R. Smith, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herrick, Attorney On: 31 Aug. 2012			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Angela L. Bentzel, Notary Public
Susquehanna Twp., Dauphin County
My Commission Expires June 8, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Contractor Initials: 
Date: 8/17/12

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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer

identified in block 1.9, or his or her successor, no less than ten (10) 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.

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

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

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

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

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

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

Contractor initials: 

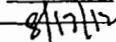
Date: 

EXHIBIT A SCOPE OF WORK

1.0 INTRODUCTION

1.1 PURPOSE

This document defines the specific services Deloitte Consulting LLP (Contractor) will provide to the State. In general, these services include enhancement of the New HEIGHTS system in support of the scope of work defined in Attachment B – New HEIGHTS Scope of Services. Attachment B includes projects to support CMS's standards and conditions for enhanced Medicaid funding, modernization of the New HEIGHTS technology architecture and enhancements to support the DHHS Access Front Door (AFD) service modernization initiative.

1.2 SCOPE

Contractor will provide the above services as specified in the Scope of Work (as hereinafter defined; "SOW"). The SOW defines the tasks related to the enhancement of the New HEIGHTS.

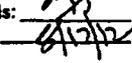
1.3 PERIOD OF PERFORMANCE

The work defined by this document begins on October 4, 2012 or the date of Governor and Council approval, whichever is later and shall be comprised of enhancement services to be rendered through September 30, 2016.

1.4 DEFINITIONS

1.4.1 Contractor Project Manager	Representative designated by Contractor
1.4.2 DFA	Department of Health and Human Services Division of Family Assistance
1.4.3 New HEIGHTS Project Manager	Representative designated by the State
1.4.4 DoIT	Department of Information Technology
1.4.5 Project Management Team	The New HEIGHTS Project Manager, the Contractor Project Manager and Contractor Project Partner
1.4.6 New HEIGHTS Maintenance Contractor	The New HEIGHTS contractor providing ongoing maintenance and enhancements to New HEIGHTS
1.4.7 State	The NH Department of Health and Human Services and/or the NH Department of Information Technology as applicable
1.4.8 Scope of Work (SOW)	The term "Scope of Work" means this document, including all Exhibits, Attachments, Specifications or materials referenced within this document, which are either physically included with this portion of the Statement of Work or available separately, and are incorporated herein by reference.
1.4.9 System	New HEIGHTS

Contractor initials: 

Date: 

- 1.4.10 Technical Support Group (TSG) Technical support group responsible for zOS mainframe operations, upgrades including system administration and systems database administration.

1.5 Order of Precedence

The Agreement between the State and Contractor shall comprise 1) this Agreement (including all Exhibits and Attachments).

- 1.5.1 For interpretive purposes, in the event of conflict or ambiguity among the document elements of this Agreement, such conflict or ambiguity shall be resolved by giving precedence to the document elements in the following order:
- New Hampshire Standard Agreement Terms and Conditions, Form P-37;
 - Exhibits A, B, C, C-1, D, E, F, G, H, I, J

1.6 Reviews

Reviews are the process of Contractor and State agreeing upon the validity and content of system documentation, deliverables, and weekly project status reviews. All approvals of deliverables will be done in writing through the New HEIGHTS Project Manager or designee.

2. NOTICES

All notices under this Agreement shall be deemed duly given: 1) upon delivery, if delivered by hand against receipt, or 2) three days after posting if sent by registered or certified mail, return receipt requested.

Notices to the Contractor shall be delivered to the address below:

Mr. Sundhar Sekhar
Deloitte Consulting LLP
2601 Market Place
2nd Floor
Harrisburg, PA 17110-9373

Notices to the State shall be delivered to the address below:

Ms. Laurie Snow
7 Eagle Square
Suite 301
Concord, NH 03301

Either party may change its address for notification purposes by giving written notice of the change and setting forth the new address and an effective date.

3. SCOPE OF SERVICES

3.1 The Contractor shall provide the State with:

- a) A baseline complement of Contractor staff will be provided, according to Attachment A-Service Modernization and Incremental Renewal Staff Loading in this Agreement, to perform work under the Services, Requirements, and Staffing as defined in Attachment B-New HEIGHTS Scope of Services (the "Work") Work shall be scheduled full time for all resources on the project as defined in

Attachment A. Full time is defined as forty hours per week. The total hours provided by the contractor shall meet the full time equivalents (FTE) defined in Attachment A with an average equal to 173.33 hours per month per FTE.

3.2 The State shall provide the Contractor with:

- a) Timely access to staff and execution of responsibilities defined for the State's New HEIGHTS Project Team, the Department of Information Technology (DoIT), the Technical Support Group (TSG), the New HEIGHTS Maintenance Contractor and other outside agencies required for work associated with this Agreement.
- b) Personnel knowledgeable in the business requirements of the State and operations of State information systems to participate, in a timely manner, for work associated with this Agreement including all phases of design, review, testing and implementation.
- c) Systems administration support through the DoIT and the Technical Support Group (TSG) for mainframe infrastructure and PC server support, including hardware upgrades, installation and configuration of third party software, systems administration/maintenance and performance management.
- d) Adequate infrastructure including telecommunications, networks, hardware (server capacity, disk space, etc.) and software licensing for development and operations in the current and any newly agreed upon database regions. This includes procurement of new hardware and software required to support the scope of work defined in this Agreement.
- e) Facilities and desktop computing hardware and software for up to 20 Contractor staffed housed at the 7 Eagle Square site or an equivalent location.

4. PROJECT MANAGEMENT AND RESPONSIBILITIES

The success of the project requires a highly coordinated joint project management effort by the Contractor, the State and the New HEIGHTS maintenance team. The State and Contractor shall provide adequate resources to manage the project. All Parties are committed to sharing of project management responsibilities and to the successful completion of the project. To this end, the Parties are committed to an integrated management approach. The State shall be responsible for the performance of its personnel and agents, including the DoIT, TSG, the New HEIGHTS maintenance contractor and other third parties. The Contractor shall be responsible for performance of its personnel and its sub-contracted staff in support of this agreement. The State consents to the Contractor using third parties, on a staff augmentation basis, to perform a portion of the services under this agreement. The Contractor is responsible for the performance of its sub-contractors' services to the same extent that Contractor would be responsible to the State if the Contractor had performed such services. Project management responsibilities are detailed in Attachment B New HEIGHTS Scope of Services.

5. COMMUNICATION AND REPORTING

The Contractor shall establish and maintain a communication plan which includes a weekly status meeting with State and Contractor management to review each active project or sub-project to ensure the projects are on track with the approved work plan. The status report will give an update of current activities in all areas of the project and will be provided electronically in advance of the status meeting.

The Contractor will utilize a tracking utility provided by the State to manage all in progress work and to track defects identified during system and regression testing. Communication and reporting services are detailed in Attachment B - New HEIGHTS Scope of Services.

6. TESTING

A comprehensive testing approach, which includes Unit, System, Regression, and Integration testing will be followed as described in Attachment B - New HEIGHTS Scope of Services.

7. SYSTEM DOCUMENTATION

The Contractor will be responsible for system technical documentation according to the requirements in Attachment B - New HEIGHTS Scope of Services, Section 3 Project Management. The State shall be responsible for the content of the User Guide, Policy Manuals, and On-Line Screen Help and the definition of links to New HEIGHTS screens for on-line access. The State shall also be responsible for maintaining the User Manual, Policy Manuals, and On-Line Screen Help.

8. ASSUMPTIONS AND DEPENDENCIES

During the course of the Agreement the State reserves the right to require the Contractor to reassign or otherwise remove from the project any contractor or subcontractor employee found unacceptable by the State within 30 days from written notification from the New HEIGHTS Project Manager.

In connection with the services contemplated by the agreement, each party shall comply with the obligations applicable to such party under the Health Information Technology for Economic and Clinical Health Act provisions at 42 USC §§17921-17954 and all associated implementing regulations, as amended ("HITECH"), as of the date that compliance with such obligation is required under such law, and the obligations applicable to such party under HIPAA (as defined in Exhibit I). In furtherance thereof (1) each provision of HITECH and HIPAA that is required to be included in business associate agreements pursuant to HITECH and is not already set forth in Exhibit I is hereby incorporated into Exhibit I by reference; and (2) to the extent that the provisions of Exhibit I are unclear, such provisions shall be construed to allow for compliance by the parties with HIPAA and HITECH.

Regarding Protected Health Information, and other personally identifiable information ("PII"), the State will provide such data to the Contractor to the minimum extent necessary to perform the services. The State will also ensure that access by Contractor to PHI and PII is limited to access within the State's facilities, network, data, equipment, software and working space at the State's facilities which are in secured environments and only where there is controlled access.

9. CHANGE ORDERS

The State may, with written notice to the Contractor and written consent of the Contractor, make changes within the general scope of this Agreement. Such changes may include modification in the functional requirements and processing procedures, other changes specifically required by new or amended Federal or State laws and regulations, changes in Department priority and/or to adjust milestones as required to manage scope within the constraints of the resource requirements defined in Attachment A.

The State may also request that the Contractor provide a fixed price bid for additional major enhancements to the New HEIGHTS system beyond the resources defined in Attachment A.

The written order issued by the State shall specify whether the change is to be made on a certain date or placed into effect only after approval of the Contractor price proposal as described in the following paragraph. The State and Contractor will agree upon the impact of the change order on the total project schedule and upon the date of implementation of the change.

As soon as possible after receipt of a written change order request, but in no event more than thirty (30) days thereafter, the Contractor shall provide the State with a written statement detailing the change request analysis and

fixed price or time and materials cost involved in implementing the change. The cost to the State resulting in a change in the work shall specify the total cost based on the number of staff-hours required to complete the change, times the change order rate. The change order rates will be negotiated based on the specific circumstances for each change order. This Agreement shall be amended to include the additional scope of services and shall be subject to and effective upon approval of Governor and Council.

If the State does not accept the Contractor's proposal, the State may:

- a) withdraw its change request; or
- b) modify its change request, in which case the procedures set forth above will apply to Contractor's response to the modified change request

The Contractor will be required to use all commercially reasonable efforts to implement a change request described in the change order in accordance with the terms of such change order.

All claims, disputes, and other matters in question between the State and Contractor arising out of or relating to change orders shall be decided in the manner set forth in Section 10 Dispute Resolution.

10. DISPUTE RESOLUTION

The Contractor and the State shall work in good faith toward accomplishment of the objectives that form the basis of this Agreement. Notwithstanding Section 1.5 of the Agreement, the following dispute resolution process shall be followed in the event of any dispute or disagreement between the parties relating to any provision of the Agreement or an interpretation thereof and before exercising any termination right for default or breach or any other right to remedy under or relating to the Agreement whether provided by law or under the Agreement, within thirty days of such a dispute may pursue in good faith the dispute resolution process set forth below.

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

10.1 Invocation of Progressive Dispute Negotiation.

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

10.2 Progression of Management Involvement.

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

- Level 1
 - ⇒ New HEIGHTS Project Manager
 - ⇒ The Contractor Project Manager
- Level 2
 - ⇒ Division of Family Assistance Director and the New HEIGHTS Project Manager
 - ⇒ The Contractor Project Partner
- Level 3
 - ⇒ Commissioner of the Department of Health and Human Services and/or the Chief Information Officer of the Department of Information Technology.
 - ⇒ Contractor Quality Assurance Partner

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

[Handwritten Signature]
[Handwritten Date]

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

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

Initiation of the dispute resolution process cannot, in and of itself, cause work to stop on any part of the project. Work must continue for all portions of the work not in dispute during dispute resolution unless suspended by the State per this Agreement.

This Agreement may be extended to include additional services for up to three (3) one year extensions subject to formal approval by the Governor and Council of the State of New Hampshire; such extension shall be subject to all terms and conditions herein. Any amendments to this Agreement regarding the price limitation shall require approval of the Governor and Council of the State of New Hampshire.

Contractor initials:
Date:

EXHIBIT B PAYMENT TERMS

1. Price:
 - a) The total price for all services and facilities provided under this Agreement shall not exceed \$28,367,824.

2. Terms of Payment
 - a) This Agreement is funded with funds from the New Hampshire General Fund in the amount of \$6,593,967.00 and with federal funds made available under the following Catalog of Federal Domestic Assistance:
 - CFDA #10.561, Federal Agency Department of Agriculture, Food and Nutrition Services, Program Title Food Stamp State Administration in the amount of \$1,522,048.00.
 - CFDA #93.778, Federal Agency Department of Health and Human Services, Centers for Medicare and Medicaid Services, Program Title XIX (Medicaid) in the amount of \$20,237,955.00.
 - CDFA #93.658 and #93.659, Federal Agency Department of Health and Human Services, Administration for Children and Families, Program Title IV-E Foster Care/Adoption Assistance in the amount of \$13,854.00.
 -

 - b) The State will make payment to the Contractor as defined in the Milestone Payment Schedule included as Attachment B-1. The schedule of payments and milestone definitions pursuant to Attachment B-1 may be modified in writing with the mutual agreement of both the State and the contractor, provided the modifications do not result in total state fiscal year amounts that exceed the total state fiscal year amounts of Attachment B-1.

 - c) A portion of the funding totaling \$22,500,000 towards this contract is budgeted and available in the following accounts for the current biennium:
05-95-45-450030-0967: \$7,500,000
05-95-95-950030-0977: \$15,000,000

A combination of Capital and Operating funding requests is being submitted for the full funding of this contract as part of the budget process for SFY 2014/2015.

 - d) The State will make reasonable efforts to achieve Contractor payments within 45 workdays after receipt of invoice. The Contractor may halt further services hereunder until payment is received on past due invoices, which have been outstanding for more than 75 days and are not in good faith dispute between the Parties.

 - e) The Parties further agree that the invoices will contain the payment number and the services as indicated in Attachment B-1: Service Modernization and Incremental Renewal Milestones and the Contractor has no obligation to provide details in the invoice for state and federal cost allocations.

 - f) The State's liability for deliverables in each State fiscal year shall not exceed the amount appropriated.

 - g) This Agreement may be extended to include additional services for up to three (3) one year extensions subject to formal approval by the Governor and Council of the State of New Hampshire; such extension shall be subject to all terms and conditions herein. Any amendments to this Agreement regarding the price limitation shall require approval of the Governor and Council of the State of New Hampshire.

Contractor Initials: _____

Date: _____

[Handwritten Signature]
[Handwritten Date]

EXHIBIT C SPECIAL REQUIREMENTS

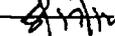
- 1 The State and the vendor agree that in the event of a failure to meet staffing commitment according to the staff-loading chart included in Attachment A, or any mutually agreed upon performance standards included in the Service Level Agreement developed by the Contractor and approved by the State at the start of the project, damage shall be sustained by the State and that it is and will be impractical and extremely difficult to ascertain and determine the actual damages which the State will sustain by reason of such failure. The parties agree that the Service Level Agreement, as agreed upon by the State and the Contractor, will establish the baseline for measuring vendor performance and establish the schedule of liquidated damages. It is therefore agreed that the State may require the vendor to pay liquidated damages for such failures. The Contractor shall have five workdays or other mutually agreed period from the date of receipt of written notification of a failure to correct the failure set forth in the written notification. If the failure is not resolved within this period, liquidated damages may be imposed retroactively to the date of expected delivery. The remedy of termination will remain available to the state. Liquidated damages may not exceed the total payment for said month, included in Attachment B-1.

The vendor shall be liable for liquidated damages that are related to delays directly caused by the above acts action or omissions by the vendor. The vendor shall not be liable for liquidated damages for events that are directly caused by the failure of the State or any State agency to perform any required activity.

- 2 Standard State Agreement Paragraph 13, Indemnification, is deleted, and in place thereof is inserted:
- 13.1 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, its subcontractors, and assignees.
- 13.2 The Contractor shall require any subcontractor, delegates, or transferees to agree in writing to defend, indemnify and hold harmless the State, its officers and employees from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the subcontractor, delegate, or transferee.
- 13.3 The Contractor's monetary limitation liability to the State shall not exceed two times the total Agreement price, except it shall not apply to the following provisions.
- 13.4 Notwithstanding the monetary limitation contained in paragraph 13.3 above, in the event a claim or action is brought against the State in which infringement and/or a violation of HIPAA is alleged, the Contractor, at its own expense, shall defend, indemnify and hold harmless the State against all such claims or actions for any expenses, costs or damages, including legal fees and expenses, incurred by the State in connection with such claims or actions.
- 13.5 Further, 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.
- 13.6 This covenant shall survive the termination of the Agreement.
- 3 Following Standard State Agreement Paragraph 9.3 insert:

Contractor initials: LJ
Date: 1/17/10

- 9.3.1 All applicant and/or recipient materials and information provided to the Contractor by the State or acquired by the Contractor on behalf of the State whether oral, written, magnetic tape, cards or otherwise shall be regarded as confidential information in accordance with the provisions of federal and State law and ethical standards, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with federal and State law and ethical standards.
- 9.3.2 This provision shall not apply to any information, or any portion thereof, which is required to be disclosed by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, or by law, rule or regulation provided that prior to such disclosure by the Contractor the State is given reasonable advance notice of such order and an opportunity to object to such disclosure. The Contractor shall carry out its confidentiality obligations using the same degree of care that it uses in protecting its own proprietary information, but at least a reasonable degree of care. Notwithstanding anything herein to the contrary, the Contractor shall have the right to retain one copy of confidential information and any summaries, analyses, notes or extracts prepared by the Contractor which are based on or contain portions of confidential information evidencing its services for the State as required by law, regulation, professional standards or reasonable business practice.
- 4 Notwithstanding anything to the contrary in this Agreement, the State shall have all rights of ownership of all deliverables, application software and documentation associated with this project for which the State has made payment in accordance with the terms and conditions of this Agreement.
- The State shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any deliverable, application software and documentation associated with this project for which the State has made payment in accordance with the terms and conditions of this Agreement.
 - With the prior approval of the State, to the extent that the Contractor utilizes any of its property (including, without limitation, any hardware or proprietary software of the Contractor or any proprietary or confidential information of the Contractor or any trade secrets of Contractor and excluding the State's application software, deliverables, and documentation) in performing services hereunder, such property shall remain the property of the Contractor and the State shall acquire no right or interest in such property. Nothing in this Agreement shall be construed as precluding or limiting in any way the right of the Contractor to provide consulting, auditing or other services of any kind or nature whatsoever to any person or entity as the Contractor in its sole discretion deems appropriate. In furtherance of the foregoing and not in limitation and notwithstanding any contrary provision of this Agreement, the Parties hereby acknowledge and agree that the Contractor shall have ownership and copyright ownership of, including, without limitation, all rights to use, disclose and otherwise employ its ideas, concepts, know-how, methods, techniques, processes, and skills, and adaptations thereof (including, without limitation, function, system and data models; the generalized features of the structure, sequence and organization of software and the user interfaces and screen designs; general purpose routines, tools and utilities; and procedures, processes, logic coherence and methods of operation of systems) in conducting its business (including, without limitation, providing services or creating programming or materials for other clients), and the State shall not assert against Contractor or its personnel any prohibitions or restraint from so doing.
 - Appropriate Federal and/or State representatives will have access to work in progress and to pertinent cost records of the Contractor and its subcontractors at such intervals, as any representative shall deem necessary. All records associated with this project must be retained for a period of five years after final payment or resolution of any litigation.
- 5 The State, or any of its entities, shall not hire or contract with any Contractor personnel or sub-contractor personnel that have been directly and substantively involved in the work related to this Agreement during the term of this Agreement and for three (3) months following the end of this Agreement unless written consent is granted by the Contractor.
- 6 Should the State fail to make all payments in a timely manner as required hereunder, or otherwise be in breach of this Agreement, including, without limitation, failure of the State to timely perform its obligations under this Agreement, following the unsuccessful conclusion of dispute resolution as described in Section 10 of Exhibit A, Contractor upon thirty (30) days written notice to the State, may terminate this Agreement if the State fails to cure its breach within such thirty (30) days notice period or in the absence of a greater

Contractor Initials: 
Date: 

specification of time. The State shall have all rights to dispute any determination by the Contractor of breach, or the cure thereof, by use of the Dispute Resolution provisions of Section 10 of Exhibit A or other legal process.

- 7 To the extent that Contractor, has entered into other contracts with any other state, exchange, or the Federal Government, relating to the design, development, implementation, or operation of a health benefit exchange as described in the Section 1311 of the ACA to which the requirements of 45 CFR 95 and 45 CFR 92 apply, Contractor will proactively identify for, review for, discuss with, and submit recommendations to the State regarding reuse of work from these other contracts or other shared efforts with these third-parties that could lead to efficiencies in accomplishing the specific requirements of or the objective of this Contract.
- 8 The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership.
- 9 The contractor shall comply with the Clean Air Act, Section 306 and Clean Water Act, Section 309.


8/17/12

Exhibit C-I Additional Special Provisions

1) Gratuities or Kickbacks

The Contractor agrees that it is a breach of this Agreement 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 Agreement. The State may terminate this Agreement 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.

2) Retroactive Payments-Individual Services

Notwithstanding anything to the contrary contained in this Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

3) Retroactive Payments-Contractor Services

Notwithstanding anything to the contrary contained in this Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

4) Audit Requirement

On or before the date set forth in Section 1.7 of these General Provisions, the Contractor shall deliver to the State, at the address set forth in Section 1.2 of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement.

The following requirement shall apply if the Contractor is a State or Local Government or an Institution of Higher Education or Other Non-Profit Organization: If the federal funds expended under this or any other Agreement from any and all sources exceeds \$300,000 in the aggregate in a one year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after June 30, 1997.

5) Credits

All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of (name), with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

6) Debarment, Suspension and Other Responsibility Matters

If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 78 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

Contractor initials: _____

Date: _____

[Handwritten Signature]
[Handwritten Date]

CERTIFICATE

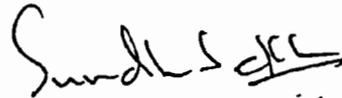
I, Deborah Ferreira, Director of Deloitte Consulting LLP, do hereby certify that:

1. I am a Director of Deloitte Consulting LLP, a Delaware limited partnership ("Deloitte Consulting");
2. I maintain and have custody of a copy of the Memorandum of Agreement of Deloitte Consulting and a list of the Principals/Directors of Deloitte Consulting assigned to the Camp Hill, Pennsylvania Office;
3. I am duly authorized to issue certificates with respect to Deloitte Consulting and such Principals;
4. I have attached hereto as Certificate Exhibit A, a certificate of authority setting forth the authority of a Principal/Director of Deloitte Consulting to enter into and sign agreements in the name of and on behalf of Deloitte Consulting;
5. Sundhar Sekhar, is on the date hereof, and since 2003 has been, a Principal of Deloitte Consulting as referred to in Certificate Exhibit A attached hereto;
6. As a Principal of Deloitte Consulting, he is fully authorized on behalf of and in the name of Deloitte Consulting to enter into and take any and all actions to execute, acknowledge, and deliver the contract with the State of New Hampshire, acting through the Office of the Governor, providing for the performance by Deloitte Consulting of certain management consulting services, and any and all documents, agreements, and other instruments (and any and all amendments, revisions, and modifications thereto) as he may deem necessary, desirable, or appropriate to accomplish the same;
7. The signatures of Sundhar Sekhar, as Principal of Deloitte Consulting, affixed to any instruments or documents described in or contemplated by the preceding paragraph shall be exclusive evidence of the authority of said Principal to bind Deloitte Consulting thereby;
8. The certificate of authority of Deloitte Consulting attached as Exhibit A has not been revoked, annulled, or amended in any manner whatsoever and remains in full force and effect as of the date thereof;

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



Deborah Ferreira, Director
Deloitte Consulting LLP
Camp Hill Office



Sundhar Sekhar, Principal
Deloitte Consulting LLP
Camp Hill Office

10. IN WITNESS WHEREOF, I have hereunto set my hand as Director of the Partnership this 17 day of August, 2012.


Deborah Ferreira

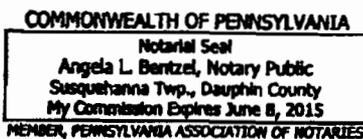
PENNSYLVANIA

COUNTY OF DAUPHIN

On this 17 day of August, 2012, before me, Angela L. Bentzel, the undersigned officer, personally appeared Deborah Ferreira who acknowledged herself to be a Director of Deloitte Consulting LLP, a Delaware limited partnership, and that she, as such Director, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing her name thereto as Director.

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

My Commission Expires: 06/08/2015 Angela L. Bentzel
Notary Republic



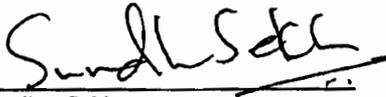
Contractor Initials: DF
Date: 8/17/12

CERTIFICATE EXHIBIT A

I, SUNDHAR SEKHAR, DO HEREBY CERTIFY THAT:

1. I am a Principal of Deloitte Consulting LLP, a Delaware limited partnership ("Deloitte Consulting").
2. I have custody of a copy of the Memorandum of Agreement of Deloitte Consulting and a list of Principals of Deloitte Consulting assigned to its Camp Hill, Pennsylvania office.
3. Principals of Deloitte Consulting are fully authorized by the Memorandum of Agreement of Deloitte Consulting to enter into and to take any and all actions on behalf of and in the name of Deloitte Consulting to execute, acknowledge, and deliver contracts providing for the performance by Deloitte Consulting of management consulting services, and any and all documents, agreements, and other instruments (and any and all amendments, revisions, and modifications thereto) as may be necessary, desirable, or appropriate to accomplish the same.
4. Deloitte Consulting LLP has no company seal.
5. I am duly authorized to issue this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand as a Principal of Deloitte Consulting LLP this 17th day of August, 2012.


Sundhar Sekhar

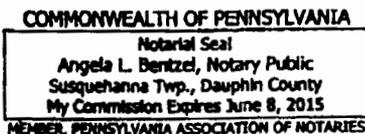
PENNSYLVANIA

COUNTY OF DAUPHIN

On this 17 day of August, 2012, before me, Angela L Bentzel, the undersigned officer, personally appeared Sundhar Sekhar who acknowledged himself to be a Principal of Deloitte Consulting LLP, a Delaware limited partnership, and that he, as such Principal, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing his name thereto as Principal.

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

My Commission Expires: 06/08/2015 Angela L Bentzel
Notary Republic



Contractor initials: 
Date: 8/17/12