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

129 PLEASANT STREET, CONCORD, NH 03301-3857
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Lori A. Shibinette
Commissioner

Lori A. Weaver
Deputy Commissioner

May 26, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of the Commissioner, to enter into a **Sole Source** contract with Alvarez & Marsal Public Sector Services, LLC (VC#333545-P001), Washington, DC in the amount of \$13,820,000 for consultation services to support long-term strategic efforts designed to improve the quality of services delivered to State citizens and increase operational efficiencies, with the option to renew for up to two (2) additional years, effective July 1, 2021, or upon Governor and Council approval, whichever is later, through June 30, 2023. 50% Federal Funds. 50% General Funds.

Funds are anticipated to be available in State Fiscal Years 2022 and 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-47-470010-7937 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF HHS: OFC MEDICAID SERVICES; DIVISION OF MEDICAID SERVICES; MEDICAID
ADMINISTRATION**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	47000021	\$6,910,000
2023	102-500731	Contracts for Prog Svc	47000021	\$6,910,000
			TOTAL	\$13,820,000

EXPLANATION

This request is **Sole Source** because Alvarez and Marsal Public Sector Services (Contractor) previously conducted a strategic assessment of the Department's operations that identified programmatic improvements designed to increase operational efficiency and effectiveness. The Contractor also assessed opportunities to improve the delivery of services during and after the COVID-19 pandemic. Based on the prior work performed, the Contractor made recommendations to the Department for system enhancements which the Department intends to pursue through this contract. The Contractor is uniquely qualified to continue working with the Department through this agreement to implement high-value solutions within the necessary timeframes given the work previously performed. Further, the Contractor is a leading

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

global professional services firm that specializes in identifying and assisting organizations with the implementation of meaningful, cost-saving, and service enhancing recommendations.

The purpose of this request is to enter into a new contract to support new and continue to support ongoing initiatives started under an existing contract that will expire June 30, 2021. The Contractor will act as a strategic partner to support short and long-term initiatives with the planning and implementation of strategic initiatives that include:

- **Critical Time Intervention Program (CTI):** The Contractor will provide the Department with direct technical assistance and consulting services to stand up a CTI program designed to lower hospital readmission rates, decrease hospital readmission costs to the State, and better address community needs.
- **Institutions for Mental Disease (IMD) Waiver:** The Contractor will closely support the Department in developing, writing, and submitting an IMD Waiver for Federal approval. The Contractor's expertise and specialized knowledge will ensure the IMD Waiver increases diversion from hospital emergency departments towards community care; decreases the average length of stay at New Hampshire Hospital; enhances the reimbursement rate for services at New Hampshire Hospital; and increases the number of options available for step-down care once in-patient treatment is no longer medically appropriate.
- **Developmental Disabilities Redesign:** The Contractor will assist the Department with redesigning the developmental disabilities service system in New Hampshire. The goal of the redesign effort is to increase the Department's operational capacity and improve service and system access to recipients. This will be achieved by redesigning the §1915(c) Developmental Disability Waiver structure into a tiered waiver structure; informing a revised Developmental Disability waiver rate methodology; scoping requirements for a new information technology management system to align operations with waiver and rate redesign; and building in-state capacity for individuals receiving intensive treatment services.
- **Medicaid Management Information System (MMIS) Modernization:** The Contractor will work in concert with the Bureau of Information Services to replace the current legacy MMIS with a modernized and modular system that is certified by the Centers for Medicare and Medicaid Services. This includes assisting in the development and execution of a long-term procurement strategy and providing project management support to ensure new systems are successfully implemented.
- **Organizational Change Management:** The Contractor shall review the Department's organizational structure and make recommendations to Department leadership to improve the operations of the Department. This review will include assisting with the establishment of performance measures by operational area to allow management to measure internal performance. The Contractor will support Department leadership with implementing organizational changes and developing, implementing, and refining an integrated change management communication plan.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the attached contract, the parties have the option to extend the agreement for up two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

Should the Governor and Council not authorize this request the Department will be unable to implement the high-value aforementioned initiatives that are anticipated to improve the State's service delivery system, improve the effectiveness of operations, and decrease long-term costs.

Area served: Statewide

Source of Funds: CFDA #93.778, FAIN # 2105NH5ADM

Respectfully submitted,

A handwritten signature in cursive script that reads "Lori Shabinette".

Lori A. Shabinette

Commissioner

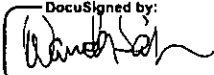
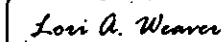
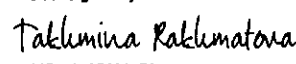
Subject: Strategic Vision and Operational Efficiencies

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

AGREEMENT

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

GENERAL PROVISIONS**I. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name ALAVAREZ & MARSAL PUBLIC SECTOR SERVICES, LLC		1.4 Contractor Address Metropolitan Square, 655 15th Street, NW, Suite 600 Washington, DC 20005	
1.5 Contractor Phone Number (605) 295-2591	1.6 Account Number TBD	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$13,820,000.00
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 5/28/2021		1.12 Name and Title of Contractor Signatory Wanda Seiler Managing Director	
1.13 State Agency Signature DocuSigned by:  Date: 5/28/2021		1.14 Name and Title of State Agency Signatory Lori A. Weaver Deputy Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/28/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

Contractor Initials 
Date 5/28/2021

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

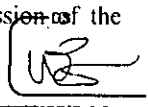
12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials

Date 5/28/2021



Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

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

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

New Hampshire Department of Health and Human Services
Strategic Vision and Operational Efficiencies
EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2021 ("Effective Date").

1.2 Paragraph 2, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3 The parties may extend the Agreement for up to two (2) years additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2 Paragraph 6, Compliance By Contractor With Laws and Regulations/Equal Employment Opportunity, is amended to include subparagraph 6.4 as follows:

6.4 Because Contractor and its affiliates comprise a consulting firm (the "Firm") that serves clients on an international basis in numerous cases, both in and out of court, it is possible that the Firm may have rendered or will render services to, or have business associations with, other entities or people which had or have or may have relationships with the State. The Firm will not be prevented or restricted by virtue of providing the services under this contract from providing services to other entities or individuals, including entities or individuals whose interests may be in competition or conflict with the State's, provided the Firm makes appropriate arrangements to ensure that the confidentiality of information is maintained. Notwithstanding the foregoing, in the event the Firm provides services in matters which conflict with the State's interests regarding the matters in which A&M is providing services hereunder, the Firm must provide notice of such relationship to the State and the State may, at its discretion, terminate this Contract.

1.3 Paragraph 8, Event of Default/Remedies, is amended to include subparagraphs 8.4, 8.5, and 8.6 as follows:

8.4 The Contractor may terminate this Agreement upon notice if the State misrepresents or fails to disclose material facts, fails to pay undisputed fees or expenses, or makes it unethical for the Contractor to continue performance of the engagement, or other just cause exists.

8.5 Except for Contractor's liability for any data security breaches caused by the Contractor, as referenced in Exhibit K, DHHS Information Security

**New Hampshire Department of Health and Human Services
Strategic Vision and Operational Efficiencies
EXHIBIT A**

Requirements (Section IV, Procedures for Security, Paragraph 11), and for Contractor's indemnification obligations set forth in Paragraph 13, notwithstanding anything to the contrary, in no event shall the Contractor be liable to the State, whether a claim be in tort, contract or otherwise, for any amount in excess of the total professional fees paid pursuant to this Agreement except to the extent the damages were caused primarily from the fraud or willful misconduct of the Contractor relating to the Services. In no event shall the Parties be liable for any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to this Agreement (including, without limitation, loss of profit, data, revenue, goodwill, or similar damages) even if advised of the possibility of such damages. This paragraph shall survive termination of this Agreement

8.6 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid, but in no event shall it exceed the contract price pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

1.4 Paragraph 10, Data/Access/Confidentiality/Preservation, Subparagraphs 10.2 and 10.3 are amended as follows:

10.2 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. Notwithstanding anything to the contrary, the Contractor shall retain all right, title and interest in all of its pre-existing intellectual property and all methodologies, processes, techniques, ideas, concepts, electronic and written workpapers, trade secrets, and know-how embodied in any data that the Contractor may develop or supply in connection with this Agreement.

10.3 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. If any party subpoenas or requests or any data, the Contractor will inform the State thereof.

1.5 Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Except for modifications mutually approved in writing by the Department and the Contractor, Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective

**New Hampshire Department of Health and Human Services
Strategic Vision and Operational Efficiencies
EXHIBIT A**

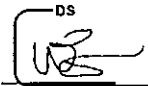
action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

1.6 Paragraph 13, Indemnification, is amended as follows:

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for:

- (i) any personal bodily injury or real and/or tangible personal property damages asserted against the State, its officers or employees to the extent caused by the acts or omission of the Contractor, or subcontractors, in the performance of the Services that constitute negligence, reckless or intentional conduct; and
- (ii) patent or copyright infringement by the Services, provided that the foregoing shall not apply to the extent the claim of infringement arises out of: (1) the use of the Services other than in accordance with the terms of this Agreement and any applicable documentation or instructions supplied to the State; (2) any modification to the Services not expressly agreed to in writing by the parties; or (3) the combination of the Services with any materials not provided or approved by the Contractor.

The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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.



**New Hampshire Department of Health and Human Services
Strategic Vision and Operational Efficiencies
EXHIBIT B**

Scope of Services

1. Background

- 1.1. Extension of Prior Work:** The Department and Contractor previously entered into two contracts:
- 1.1.1. The first agreement, was approved by the Governor on August 31, 2020, retroactively effective to August 24, 2020, and amended with Governor approval on December 29, 2020, retroactively effective to October 30, 2020, and expired December 30, 2021.
 - 1.1.2. The second agreement was approved by the Governor on March 11, 2021, retroactively effective to March 4, 2021, with a completion date of June 30, 2021.
- 1.2.** In accordance with the requirements of the first agreement, the Contractor provided a strategic assessment of the Department's operations that:
- 1.2.1. Quantified the impact of the COVID-19 pandemic;
 - 1.2.2. Identified programmatic improvements to increase operational efficiency and effectiveness;
 - 1.2.3. Assessed opportunities to improve the delivery of services during and after the public health emergency; and
 - 1.2.4. Provided the Department with specific recommendations for operations system enhancements.
- 1.3.** Further, under the first agreement, the Contractor assessed the impact of the COVID-19 pandemic, identified vulnerabilities that may impede recovery, and provided recommendations to the Department. Through the second agreement, the Department and Contractor pursued two high-impact opportunities stemming from the pandemic related to the programmatic areas of Behavioral Health and Developmental Disabilities.
- 1.4. Ongoing and New Initiatives:** Through this Agreement, anticipated to begin July 1, 2021, subject to Governor and Council approval, the Department and Contractor will pursue the implementation of the recommendations made under the prior agreements, related to Behavioral Health and Developmental Disabilities. Additionally, the Contractor shall: (1) assist the Bureau of Information Services with Medicaid Management Information System (MMIS) modernization and implementation efforts; and (2) support the Department's Senior Executive Team (SET) with an Organizational Change Management effort.
- 1.5. Strategic Relevance:** The Contractor will act as a strategic partner to the Department to support both short and long-term initiatives, with the planning and implementation of key behavioral health initiatives, as well as the launch and initial implementation phases of key initiatives related to Developmental Disabilities, the modernization of the MMIS, and Organizational Change Management.

**New Hampshire Department of Health and Human Services
Strategic Vision and Operational Efficiencies
EXHIBIT B**

2. **Behavioral Health:** The COVID-19 Pandemic exacerbated the incidence of behavioral health crises in New Hampshire. Nationally, record increases in mental health issues are being reported, while studies show that individuals with serious mental illness are at increased rate of suicide due to the pandemic. New Hampshire Hospital has seen its waiting list increase to its highest levels since 2015, including a record number of children. These developments, among others, have increased stress on an already taxed health system that may not be able to meet the heightened demand in a timely or safe manner. To address these challenges, the Contractor shall continue to assist the Department with implementing two major initiatives to increase positive mental health outcomes for New Hampshire citizens that include: (1) a Critical Time Intervention Program; and (2) Institutions for Mental Disease (IMD) Waiver.

2.1. **Critical Time Intervention (CTI) Program:** The Contractor shall continue its work, started in State Fiscal Year (SFY) 2021, with the Department to implement a CTI Program with the concurrent goals of: (1) lowering hospital readmission rates; (2) decreasing hospital readmission costs to the State; and (3) better addressing the needs of the community. In SFY 2021, the Contractor finalized the implementation strategy; facilitated relationships with key stakeholders; solidified the relationship with and developed scope of services with trainer; developed the two (2) year implementation budget; and identified key performance indicators.

2.1.1. **Year 1 - CTI Program:** The Contractor shall facilitate the continuation of the implementation and execution the following activities, started in SFY 2021, that focus on a staged roll-out of CTI in New Hampshire in Year 1 of this Agreement by:

2.1.1.1. Consulting with third-party organizations and subject matter experts to collect key information necessary for implementation, ongoing education, and program evaluation.

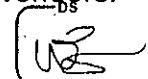
2.1.1.2. Advising the Department on how to establish a central CTI management team within the Division for Behavioral Health, identifying additional training and other needs, and establishing a management structure.

2.1.1.3. Advising the Department on how to establish regionalized case teams and the resources, skills, and educational requirements. This includes providing effective recruitment techniques and working collaboratively with the Department to establish a system with partnering organizations. Three initial CTI teams shall be fully operational no later than January 20, 2022.

2.1.1.4. Identifying high impact areas for CTI rollout by utilizing quantifiable health and population data to utilize limited resources and maximize positive impact.

**New Hampshire Department of Health and Human Services
Strategic Vision and Operational Efficiencies
EXHIBIT B**

- 2.1.1.5. Coordinating training to Department employees on the CTI model and establishing long-term sustainable learning collaboratives with partnering organizations. Initial Education Series to be completed no later than November 30, 2021.
- 2.1.1.6. Assisting with the development of a process for centralized reporting of CTI data to enable Department management to make data-informed decisions and measure performance on an ongoing basis and create a strong body of evidence for future program evaluation.
- 2.1.1.7. Working with the Department to identify potential funding opportunities to offset short-term and long-term costs of the CTI program.
- 2.1.1.8. Assisting the Department with stakeholder identification, engagement, and involvement in the development and implementation of the CTI program.
- 2.1.1.9. Providing project management oversight, as needed by the Department, for each of the specific items listed above.
- 2.1.2. **Year 2 – CTI Program:** The Contractor shall support the Department's CTI program efforts by:
 - 2.1.2.1. Facilitating the assessment of CTI case teams statewide, particularly with CTI Program regarding size, effectiveness, and performance against budget. Statewide coverage of CTI teams shall be implemented no later than July 1, 2022.
 - 2.1.2.2. Supporting the CTI educational partnerships and models established during Year 1, and working with educational partners to adjust the timing and delivery of CTI training and best practices as necessary.
 - 2.1.2.3. Facilitating, in coordination with Department-designated resources, the design of the process by which the Department will capture CTI data and develop the reporting that will be implemented leveraging the CTI data from State systems that will inform executive-level performance reports, on a frequency to be established by the Department.
 - 2.1.2.4. Providing ongoing support for the Department's CTI management team established during or prior to Year 1, including activities that include, but are not limited to facilitation of stakeholder meetings and data analysis.
 - 2.1.2.5. Assisting the Department with the identification and development of methods to attain long-term CTI funding opportunities to attain program sustainability.
- 2.1.3. **Assumptions:** The timelines in Section 2 assume the continued participation and dedication of assigned resources from the Department, and the cooperation and contributions of the Department's contracted vendors.



**New Hampshire Department of Health and Human Services
Strategic Vision and Operational Efficiencies
EXHIBIT B**

The Contractor shall complete all assigned tasks to achieve these timelines and manage risk related to timeline delays. Acknowledging the unanticipated issues that may arise external to the Contractor's obligations under this Agreement, these timelines may be adjusted upon the mutual agreement of the Department and the Contractor.

3. **IMD Waiver:** The Contractor shall continue working with the Department to develop, write, and submit an IMD Waiver to address the concurrent goals of: (1) increasing diversion from hospital emergency departments towards community care when appropriate; (2) decreasing the average length of stay at New Hampshire Hospital; (3) enhancing the reimbursement for services at New Hampshire Hospital; and (4) increasing the available options for step-down care once inpatient treatment is no longer medically necessary by:

3.1. **Year 1 – IMD Waiver:** The Contractor shall support the Department with Year 1 IMD Waiver efforts by:

3.1.1.1. Assisting in the finalization and submission of the IMD Waiver specifically by incorporating feedback from the public notice period.

3.1.1.2. Planning for and coordinating the implementation of the IMD Waiver among New Hampshire Hospital, the Office of Medicaid Services, the Division for Behavioral Health, the State's actuary of record, and the Managed Care Organizations (MCOs).

3.1.1.3. Supporting the assessment of alternatives for increased psychiatric inpatient bed capacity, which may include one or more of the following: (a) expanding the capacity of existing Designated Receiving Facilities (DRFs), (b) developing new DRFs, and / or (c) building a new privately-operated IMD.

3.1.1.4. Developing a project plan to document the requirements, timelines, milestones, and stakeholder engagement resulting from the Department's chosen alternative(s) from 3.1.1.3.

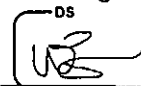
3.1.1.5. Coordinating the implementation of the project plan resulting from 3.1.1.4., to include: (a) facilitating meetings (documenting the agenda, decisions made, and action items), (b) recording progress vs. milestones in regular monthly status reports, and (c) assisting with identification and escalation of timeline risks as needed.

3.1.2. **Year 2 – IMD Waiver:** The Contractor shall support the Department with Year 2 IMD Waiver efforts by:

3.1.2.1. Assisting with the preparation and submission of quarterly evaluation reports to Centers for Medicare and Medicaid Services (CMS) during first year of the IMD Waiver demonstration.

**New Hampshire Department of Health and Human Services
Strategic Vision and Operational Efficiencies
EXHIBIT B**

- 3.1.2.2. Providing project management technical support for the renewal and expansion of dual Substance Use Disorder and Serious Mental Illness IMD waiver efforts.
- 3.1.2.3. Providing project management technical support for coordinating the implementation of the decision from Year 1 of the Agreement relative to alternatives for increased psychiatric inpatient bed capacity.
- 4. **Developmental Disabilities Redesign:** The Contractor shall continue to provide support to the Department for the redesign of key developmental disabilities service authorities and operations, specifically: (1) redesigning the §1915(c) Developmental Disability Waiver structure into a tiered waiver structure; (2) informing a revised rate methodology for the Developmental Disability waiver; (3) scoping requirements for a new information technology management system to support the Bureau of Developmental Services operations to align with waiver and rate redesign; and, (4) building in-state capacity for individuals receiving Intensive Treatment Services. The primary goal of this redesign effort is to modernize operational capacities within the Bureau of Developmental Services and improve service and system access to recipients by:
 - 4.1. Assisting in the development and submission of Developmental Disability §1915(c) waiver applications to the CMS. The Contractor shall engage in substantive stakeholder engagement in collaboration with the Department to inform the Developmental Disability waiver application drafts and shall assist the Department to incorporate applicable feedback from the federally required public notice period prior to submission to CMS. The Contractor shall work with the Department to respond to CMS requests for additional information and meet waivers reporting requirements. The Contractor shall review and modify Department oversight practices for the waivers to reflect the CMS-approved Developmental Disability waivers.
 - 4.2. Supporting the Department with any procurement efforts to contract with a vendor to provide rate setting services.
 - 4.3. Assisting in the design of new assessment informed waivers and rate methodology for the Developmental Disability waiver population to be implemented statewide.
 - 4.4. Assisting in the development of any procurement efforts to contract with an information technology vendor capable of modernizing developmental services systems.
 - 4.5. Reviewing case management process and procedures to improve systems efficiencies and quality standards for ongoing case management activities under the tiered waiver approach.
 - 4.6. Assisting in the development and implementation of a grant program for in-state capacity development and infrastructure development for participants receiving Intensive Treatment Services.



**New Hampshire Department of Health and Human Services
Strategic Vision and Operational Efficiencies
EXHIBIT B**

- 4.7. Supporting, through an active project plan, ongoing cross workstream coordination and identification of risk(s) or issues to project success.
- 4.8. Year 1 – Developmental Disabilities Waiver Redesign:** The Contractor shall support the Department as a strategic advisor and provide tactical support in data analysis, policy review and drafting, and transformation through initial waiver and rate redesign of the §1915(c) Developmental Disability Waiver by:
- 4.8.1. Managing the waiver-drafting process through CMS approval.
- 4.8.2. Managing ongoing stakeholder engagement processes, including workgroup engagement, to facilitate substantive dialog around waiver tiering and benefits.
- 4.8.3. Facilitating the tracking and response process to public comment.
- 4.8.4. Coordinating revisions to the waiver(s) prior to submission to CMS.
- 4.8.5. Providing ongoing data analysis and management support to assist in waiver drafting and review processes.
- 4.8.6. Assisting in reviewing and vetting standardized assessment tools for waiver and rate redesign processes.
- 4.8.7. Supporting final selection of standardized assessment tool.
- 4.8.8. Rate Redesign –** The Contractor shall support the Department with rate redesign by:
- 4.8.8.1. Supporting the Department with the development of any procurement efforts necessary to contract with a rate setting vendor.
- 4.8.8.2. Facilitating coordination between waiver redesign and rate redesign work streams.
- 4.8.8.3. Providing subject matter expertise for policy decisions or impacts in rate development.
- 4.8.8.4. Assisting in data management and analysis activities to support rate development.
- 4.8.8.5. Assisting the Department with identifying, selecting and supporting a contractor to develop an algorithm based on a standardized assessment tool for rate setting activities.
- 4.8.8.6. Supporting external stakeholder engagement and feedback processes.
- 4.8.9. IT Modernization –** The Contractor shall support the Department with IT modernizations efforts by:
- 4.8.9.1. Developing and inventorying information technology requirements required for the overall transformation.

**New Hampshire Department of Health and Human Services
Strategic Vision and Operational Efficiencies
EXHIBIT B**

4.8.9.2. Assisting with any procurement initiatives necessary for the transformation efforts.

4.8.9.3. Coordinating waiver and rate redesign work streams for information technology modernization.

4.9. Year 2 - Developmental Disabilities Waiver Redesign

4.9.1. **Waiver Redesign** – The Contractor shall support the Department by:

4.9.1.1. Assisting with the finalization of waiver applications and submission to CMS for approval.

4.9.1.2. Providing technical assistance to the Department in responding to CMS questions or areas for clarification prior to final approval.

4.9.1.3. Assisting with the review of or modifications to standard assessment processes and data collection procedures.

4.9.1.4. Supporting review of and modification to existing policies and operating procedures to support revised waiver structure and requirements.

4.9.1.5. Assisting with the development of training and/or stakeholder outreach materials related to revised waiver structures.

4.9.1.6. Reviewing case management processes and procedures to improve systems efficiencies and quality standards for ongoing case management activities under the tiered waiver approach.

4.9.2. **Rate Redesign** – The Contractor shall support the Department with Year 2 rate redesign efforts by:

4.9.2.1. Conducting and/or assisting with ongoing data analysis and reporting support during rate redesign process.

4.9.2.2. Assisting with the development of provider impact analysis templating processes and fiscal impact projection analysis.

4.9.2.3. Supporting ongoing external stakeholder engagement activities.

4.9.2.4. Supporting review and analysis of rate assumptions for modeling.

4.9.2.5. Analyzing and reconciling programmatic and information technology changes with/to operational needs within the Bureau of Developmental Services and Medicaid Rate Setting Unit.

4.9.2.6. Developing rate implementation options for implementation.

4.9.3. **IT Modernization** – The Contractor shall provide the Department with IT Modernization support by:

4.9.3.1. Assisting in the development of short-term and long-term implementation plan development and project plan.

**New Hampshire Department of Health and Human Services
Strategic Vision and Operational Efficiencies
EXHIBIT B**

- 4.9.3.2. Assisting in the review of IT system procedural requirements and technical needs to support waiver and rate redesign.
- 4.9.4. **Intensive Treatment Services** – The Contractor shall support the Department by;
 - 4.9.4.1. Assisting with the coordination and facilitation of stakeholder engagement activities.
 - 4.9.4.2. Supporting the development of a grant program for infrastructure development needs.
 - 4.9.4.3. Providing ongoing data analysis and planning support for grant management.
 - 4.9.4.4. Providing subject matter expertise on transition planning and preparation.
 - 4.9.4.5. Assisting with the development of project planning and tracking to assist with transitions of participants from out-of-state to in-state services.
- 5. **MMIS Modernization:** The Contractor shall work with the Bureau of Information Systems and other departments, as necessary, to replace the current legacy MMIS with a modern and modular system that is certifiable by CMS by:
 - 5.1.1. Developing the architecture and standards for the new MMIS.
 - 5.1.2. Developing the procurement strategy and timeline for the new MMIS.
 - 5.1.3. Assisting with the development and issuance of solicitations and the CMS Advanced Planning Documents (APD).
 - 5.1.4. Assisting with the management of projects individually and as an enterprise.
 - 5.1.5. Leading the development of the overall management and governance structure, to include associated processes required to manage the MMIS modernization effort; to include portfolio, project and program management.
 - 5.1.6. Leading the research of applicable APD opportunities for federal funding and the communication of APDs to CMS for approval.
- 5.2. **Year 1 – MMIS Modernization:** The Contractor shall serve as a strategic advisor and provide tactical support in pre-procurement and procurement activities to the Bureau of Information Services.
 - 5.2.1. **Planning and Management** – The Contractor shall:
 - 5.2.1.1. Assist in the development and documentation of the current systems and interfaces, and user roles and usage.
 - 5.2.1.2. Assisting with the development of the documentation for the current state of the system and the desired future modular system.

**New Hampshire Department of Health and Human Services
Strategic Vision and Operational Efficiencies
EXHIBIT B**

- 5.2.1.3. Assist in the development and documentation of "home-grown" applications created by users.
- 5.2.1.4. Assist in the development of desired future system architecture, interfaces, and standards.
- 5.2.1.5. Assist in the development of program management and governance structure and tools.

5.2.2. Pre-Procurement – The Contractor shall:

- 5.2.2.1. Assist in identifying and contacting other states that have gone, or are going, through a similar transformation to learn about their approach, timeline, and lessons learned.
- 5.2.2.2. Assist in understanding and documenting the different approaches to procurement that include posting a single solicitation for each module, posting solicitations with multiple services included, or some other alternative.
- 5.2.2.3. Assist in prioritizing projects for MMIS modules and taking into account the need to develop IT solutions for other initiatives such as Developmental Disability Redesign.
- 5.2.2.4. Assist in developing a procurement plan and timeline for the various MMIS modules.
- 5.2.2.5. Assist in engagements with CMS to understand the latest development and requirements for the Streamlining Modular Certification (SMC).
- 5.2.2.6. Assist in reviewing the procurement plan and rationale with SMC and assist the Department with obtaining CMS approval.

5.2.3. Procurement

- 5.2.3.1. Assist in the development of initial solicitations and APDs.

5.3. Year 2 – MMIS Modernization: The Contractor shall continue to support Department MMIS Modernization activities as follows:

5.3.1. Procurement – The Contractor shall:

- 5.3.1.1. Assist in developing solicitations and APDs according to the procurement plan developed in Year 1.
- 5.3.1.2. Assist in reviewing the set of solicitations and APDs with CMS and obtaining approval throughout Year 2.
- 5.3.1.3. Assist in responding to CMS questions for APDs and solicitations prior to final approval throughout Year 2.

**New Hampshire Department of Health and Human Services
Strategic Vision and Operational Efficiencies
EXHIBIT B**

5.3.1.4. Assist in drafting or reviewing vendor contract terms throughout Year 2.

5.3.2. Project Implementation – The Contractor shall:

5.3.2.1. Assist in developing management processes and tools, to include but not limited to the communication plan, requirements documents, RAILs (Risks, Actions, Issues Logs), project schedule, success criteria, project charter for the various implementation projects.

5.3.2.2. Utilizing Agile Project Management principles assist in developing epics, features, user stories and tasks and implementing the strategy of sprint planning, backlog refinement, sprint retrospectives, sprint demonstrations as well as managing the iterative analysis of the project teams velocity.

5.3.2.2.1. Epic - is a description of a significant project initiative that entails a group of features associated with the project portfolio.

5.3.2.2.2. Feature – is an item that describes a stakeholder need for the solution. Each feature includes the following components a benefit statement and a description of what success looks like, and is sized to be delivered in a single sprint or collection of sprints.

5.3.2.2.3. User story – Stories are short descriptions of a piece of desired functionality, written in the common language.

5.3.2.2.4. Sprint – a project increment usually 1 to 2 weeks in which the project team commits to completing user stories associated with features and their respective epics. Each sprint will include requirements gathering, development, demonstration and acceptance of a working solution.

5.3.2.2.5. Sprint Retrospective – a meeting held at the conclusion of a sprint to discuss what went well, what could be improved, and what will be committed to be improved in the next sprint

5.3.2.2.6. Sprint Planning – a meeting held to identify and plan the next sprints work that the team will commit to complete.

5.3.2.2.7. Backlog refinement – a process through which user stories are identified and created or removed based on the business needs. This process is continually completed as the needs and the project increments.

5.3.2.3. Assist in developing a set of metrics to measure project progress.

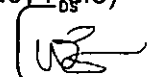
5.3.2.4. Assist in managing stakeholder engagements to facilitate an appropriate level of engagement during requirements elicitation for each project.

**New Hampshire Department of Health and Human Services
Strategic Vision and Operational Efficiencies
EXHIBIT B**

- 5.3.2.5. Assist in managing risk for the various implementation projects and escalating important risks per the communication plan.
 - 5.3.2.6. Assist in developing processes to facilitate stakeholder engagement and visibility throughout the design, development, and implementation phases.
 - 5.3.2.7. Assist in developing user training plans and user training materials.
 - 5.3.2.8. Assist in developing processes to manage the performance of MMIS modules post go-live.
6. **Organizational Change Management:** The Contractor shall apply Prosci® change management techniques to facilitate a review of the Department's organizational structure, strategies and resources; provide recommendations to improve change management efficiency; and support implementation of adopted change management recommendations to align with Department transformational initiatives and goals by:
- 6.1. Facilitating strategic planning methods to review the Department's Mission statement, vision, goals, strategies and measurable objectives that include, but are not limited to:
 - 6.1.1. Strengths, Weaknesses, Opportunities, Threats (SWOT) analysis.
 - 6.1.2. Golden Circle Model (Why, How, What).
 - 6.2. Providing the Department with findings and recommendations, based on the work conducted under 6.1.
 - 6.3. Facilitating a review of the Department's leadership structure, core functions, services provided to internal DHHS and external customers and stakeholders and provide recommendations to improve structural alignment with transformational goals;
 - 6.3.1. The Contractor shall deliver to the Department an Updated Service Delivery Structure.
 - 6.4. Facilitating a review of organizational performance measures and provide recommendations for revisions that will allow the Department's Senior Executive Team (SET) to evaluate the success of transformational change initiatives.
 - 6.5. Facilitating a review of leadership performance management protocols and provide recommendations for enhancements to performance evaluation criteria that will allow SET to:
 - 6.5.1. Assess and support performance improvement.
 - 6.5.2. Benchmark individual performance and inform professional growth and development; and
 - 6.5.3. Monitor accountability for the completion of goals, strategies and measurable objectives.

**New Hampshire Department of Health and Human Services
Strategic Vision and Operational Efficiencies
EXHIBIT B**

- 6.6. Facilitating SET organizational change management discussions on:
- 6.6.1. Planning and executing organizational change management initiatives.
 - 6.6.2. Understanding SET roles in leading and directing organization change management initiatives.
 - 6.6.3. Handling resistance and identifying tactics to intervene or resolve conflict.
 - 6.6.4. Developing, implementing and refining an integrated communication plan.
- 6.7. Under the prior contracts, the Contractor created a business case for the initiatives included in this scope of work that established a general understanding of the change effected by each initiative. Building upon the work previously completed relative to the change management process, the Contractor shall plan, facilitate, and document stakeholder discussions and meetings, and support the Department to implement recommendations for efficient change management throughout the corresponding phases of project planning, initiation, execution, and evaluation. For each project, the Contractor shall facilitate discussions, draft change management strategies, impact, and plans for Department review and approval and document progress through the change management cycles to all SET to:
- 6.7.1. Understand the change.
 - 6.7.2. Define the change management strategy.
 - 6.7.3. Identify the impact of the change.
 - 6.7.4. Develop a change management plan.
 - 6.7.5. Implement, track and manage progress.
 - 6.7.6. Reinforce the change.
7. **Accountabilities:** The Contractor will prepare and provide SET with a status report on a bi-weekly basis or cadence otherwise requested by the Department that includes, but is not limited to:
- 7.1. Progress against the work plans established in the previous contract phase.
 - 7.2. Detailed accomplishments for each bi-weekly cycle.
 - 7.3. Risks and issues as applicable.
 - 7.4. The Contractor must provide, upon the Department's request, more detailed documentation related to work plans, stakeholder engagement planning, and budget impact by work stream.
8. **Exhibits Incorporated**
- 8.1. The Contractor shall use and disclose Protected Health Information that it receives in its performance of the services under this Agreement in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule)



**New Hampshire Department of Health and Human Services
Strategic Vision and Operational Efficiencies
EXHIBIT B**

(45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties and is incorporated by reference herein.

8.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein. The Contractor shall only analyze, review, and store Confidential Data, as defined by Exhibit K, DHHS Information Security Requirements, on equipment owned and issued by the Department.

8.3. The Contractor shall comply with all Exhibits D through H, and J, which are attached hereto and incorporated by reference herein.

9. Additional Terms

9.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

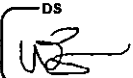
9.1.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Agreement with the State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

9.1.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

9.1.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

- 9.1.3.1. Brochures.
- 9.1.3.2. Resource directories.
- 9.1.3.3. Protocols or guidelines.
- 9.1.3.4. Posters.
- 9.1.3.5. Reports.

However, the Contractor shall retain ownership of its methodologies, processes, techniques, ideas, concepts, trade secrets, and know-how embodied in the Deliverables and the Department shall not publicize any reports or other work product to the extent such retain



**New Hampshire Department of Health and Human Services
Strategic Vision and Operational Efficiencies
EXHIBIT B**

Contractor's name without the Contractor's consent, except as required by applicable law. The Department may adopt a report or other work product as its own without requesting permission from the Contractor, and there shall be no restrictions on transfer, distribution, or publication, provided that the Department removes all references to the Contractor.

9.1.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

10. Records

10.1. The Contractor shall retain the following records for a period of five years after final payment is made, in accordance with record retention requirements issued by the US Department of Treasury, Office of Inspector General, which include but are not limited to:

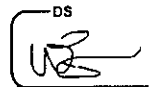
10.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

10.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

10.2. During the term of this Agreement and the period for retention hereunder, the Department, Governor's Office for Emergency Relief and Recover (GOFERR), the United States Department of Treasury, or the Office of Management and Budget (OMB) and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the invoice the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services
Strategic Vision and Operational Efficiencies
EXHIBIT C**

1. This Agreement is funded by 50% Federal Funds for Medicaid Entitlement by the US Department for Health and Human Services, Centers for Medicare and Medicaid Services, CFDA #93.778, FAIN 2105NH5ADM, and 50% General Funds.
2. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.331.
3. The Department shall pay the Contractor at a rate of \$575,833.33 per month, beginning July 1, 2021, through June 30, 2023, to provide services specified in Exhibit B Scope of Services.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. All invoices shall be emailed to athena.k.gagnon@dhhs.nh.gov.
6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor shall maintain and provide the Department upon request, a summary of all hours collectively worked by the team providing services under Exhibit B Scope of Services.
9. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
10. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services or any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

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New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D

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

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

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

Vendor Name:

5/28/2021

Date

DocuSigned by:

Name: Wanda Seiler

Title: Managing Director



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

5/28/2021

Date

DocuSigned by:

Name: Wanda Seiler

Title: Managing Director

Vendor Initials

5/28/2021

Date

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

5/28/2021

Date

DocuSigned by:

Name: Wanda Seiler

Title: Managing Director

Contractor Initials

5/28/2021

Date



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

DS

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name:

5/28/2021

Date

DocuSigned by:

Name: Wanda Seiler

Title: Managing Director

Exhibit G

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

Contractor Initials



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

5/28/2021

Date

DocuSigned by:

Name: Wanda Seiler

Title: Managing Director

Strategic Vision and Operational Efficiencies

EXHIBIT I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Contractor Initials



5/28/2021

Date

Strategic Vision and Operational Efficiencies

EXHIBIT I

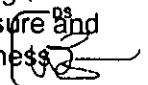
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic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

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

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

3/2014

Contractor Initials



5/28/2021

Date

Strategic Vision and Operational Efficiencies

EXHIBIT I

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


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

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

- a. Business Associate and Covered Entity agree that this Exhibit I constitutes a Qualified Service Organization Agreement ("QSOA") and that in receiving, storing, processing, or otherwise dealing with any patient records (as defined in 42 CFR Part 2.11) from a Part 2 program of Covered Entity, Business Associate shall act as a qualified service organization (QSO) on Covered Entity's behalf, according to the applicable provisions of 42 USC s.290dd-2 and 42 CFR Part 2.
- b. Business Associate acknowledges that in receiving, storing, processing, or otherwise using, disclosing, or dealing with any patient records from the Part 2 program of Covered Entity, it is fully bound by all applicable provisions of 42 USC s.290dd-2 and 42 CFR Part 2. This includes but is not limited to, if necessary, resisting any efforts in judicial proceedings to obtain access to patient identifying information related to substance use disorder diagnosis, treatment, or referral for treatment except as permitted by the regulations in 42 CFR Part 2.
- c. Accordingly, except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of Covered Entity, provided that such use or disclosure would not violate the Privacy and Security Rules if done by the Covered Entity.
- d. Covered Entity is responsible and shall follow all requirements for obtaining appropriate patient consent necessary for Business Associate to use, disclose, maintain, or transmit PHI as reasonably necessary to provide the services under the Agreement.
- e. The Business Associate shall, in compliance with 45 CFR 410, notify the Covered Entity's Privacy Officer promptly and without unreasonable delay (and in no event later than five (5) business days) after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- f. The Business Associate shall promptly perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;

3/2014

Contractor Initials



5/28/2021

Date

Strategic Vision and Operational Efficiencies

EXHIBIT I

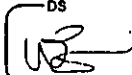
- o Whether the protected health information was actually acquired or viewed; and
- o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 5 days of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- g. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule specifically applicable to Business Associates.
- h. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- i. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- j. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours the records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity to the extent necessary for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of this Exhibit I.
- k. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- l. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- m. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

3/2014

Contractor Initials

DS


5/28/2021

Date

Strategic Vision and Operational Efficiencies

EXHIBIT I

- n. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- o. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- p. Upon termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI, in accordance with Exhibit K, Section III of the Agreement. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) Termination for Cause

In addition to Paragraph 9 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately upon written notice terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I, or alternatively provide an

Strategic Vision and Operational Efficiencies

EXHIBIT I

opportunity for Business Associate to cure such breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation any breach of unsecured Protected Health Information to the Secretary as required by 45 CFR Section 164.408.

(6) Miscellaneous

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

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

Department of Health and Human Services

The State

DocuSigned by:

Lori A. Weaver

Signature of Authorized Representative

Lori A. Weaver

Name of Authorized Representative

3/2014

Alvarez and Marsal

Name of the Contractor

DocuSigned by:

Wanda Seiler

Signature of Authorized Representative


wanda seiler

Name of Authorized Representative

Exhibit I

Health Insurance Portability Act
Business Associate Agreement
Page 6 of 6

Contractor Initials

DS


5/28/2021

Date _____

Strategic Vision and Operational Efficiencies

EXHIBIT I

Deputy Commissioner

Managing Director

Title of Authorized Representative

Title of Authorized Representative

5/28/2021

5/28/2021

Date

Date



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

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

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

Contractor Name:

5/28/2021

Date

DocuSigned by:

Name: Wanda Selter

Title: Managing Director

Contractor Initials

5/28/2021

Date



New Hampshire Department of Health and Human Services Exhibit J

FORM A

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

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

NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

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

Contractor Initials DS
 [Signature]
Date 5/28/2021

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



This Exhibit K is made a part of and subject to the terms and conditions set forth in that certain professional services agreement (Subject: SS-2021-OCOM-28-CONSU-01) entered into between the New Hampshire Department of Health and Human Services and Alvarez & Marsal Public Sector Services, LLC (the "Agreement")

A. Definitions

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

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

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use,

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.
7. The Department will provide laptops to the Contractor to view or analyze any data sets that contain Confidential Data. The Department will configure laptops and user accounts (including email and file server access) to minimize the risk of data loss, including:
 - 7.1 Ensuring such laptops are whole disk encrypted and password protected.
 - 7.2 Disabling the USB ports from use for all Department devices provided to A&M.
 - 7.3 Ensuring such laptops are adequately configured to prevent malware.
8. The Contractor agrees to utilize and not modify any hardware or software configuration for the devices being provided, nor will any USB devices be inserted into Department issued devices.
9. All Confidential Data shared between the Contractor and Department employees will be stored on the Department resources provided to the Contractor during the contract period, including emails and files associated with the contract deliverables.
10. The Department will only transmit Confidential Data to the Contractor using only a Department-designated secure site, file repository, or Department email system which enforces encryption.
11. The Department will make best efforts to de-identify datasets (including those with PHI), provided to the Contractor where feasible.
12. The Department will provide or disclose PHI that is clearly identified as PHI and that is only accessible to Contractor on Department resources (specifically, Department's equipment that is connected to its network storing such PHI) during the term of the Agreement. Notwithstanding anything to the contrary contained herein, Contractor shall not have any responsibility for the integrity and security of the Department's equipment and technical

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



and physical infrastructure of Department's network and premises, including but not limited to the configuration and technical security of Department's equipment (i.e., laptops) provided by the Department to the Contractor in order to access and utilize PHI. The Contractor may act under the assumption and reliance that any storage on the Department's equipment or on the Department's network and/or transmission of PHI or PHI solely within the network and/or infrastructure of the Department is adequately secure and permitted under the HIPAA Rules. The Contractor shall not attempt to modify or alter the physical equipment or attempt to bypass any securities implemented on the equipment provided by the Department. Any alterations to the software or hardware by the Contractor would be considered a breach of contract and the Contractor would be responsible for any incurred damages to include but not limited to: HIPAA violations, physical damage, other regulatory and compliance violations.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

10. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. The Contractor will provide written attestation to the Department upon request in accordance with the guidance in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as micro-cross shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. Reserved
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store any State of New Hampshire or Department data outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. For those breaches caused by the actions of the Contractor, the State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to applicable government contractors, including, but not limited to, provisions of any applicable law that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it.
14. The Contractor must notify NHDHHS Information Security via the email address provided in this Exhibit, of any Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who have an authorized need for such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



16. The Contractor must ensure that all End Users:

- a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
- b. safeguard this information at all times.
- c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
- d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract. Onsite inspections shall be conducted no more than annually at the cost of the Department with reasonable notice to the Contractor – parties agree this stipulation is waived if the inspection is in relationship to a security incident or breach related to Confidential Data.

V. LOSS REPORTING

- A. The Contractor must notify NHDHHS Information Security via the email address provided in this Exhibit, of any Incidents or Breaches immediately after the

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.

1. Parties acknowledge and agree that unless notice to the contrary is provided by Department in its sole discretion to Contractor, this Section V.1 constitutes notice by Contractor to Department of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Department shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Contractor's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.
- B. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:
 1. Identify Incidents;
 2. Determine if Confidential Data is involved in Incidents;
 3. Report suspected or confirmed Incidents or breach to the Department as required in this Exhibit. The Department will provide the Contractor with a NH DHHS Security Contractor Incident Risk Assessment Report for completion;
 4. Within 24-hrs of initial notification to the Department, complete the NH DHHS Security Contractor Incident Risk Assessment Report and email it to the Department's Information Security Office at the email address provided herein;
 5. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents and mitigation measures, prepare to include the Department in the incident response calls throughout the incident response investigation;
 6. Identify incident/breach notification method and timing;
 7. Within one business week of the conclusion of the Incident/Breach response investigation a final written Incident Response Report and Mitigation Plan is submitted to the Department's Information Security Office at the email address provided herein;
 8. Address and report incidents and/or Breaches that implicate personal information (PI) to the Department in accordance with NH RSA 359-C:20 and this Agreement;
 9. Address and report incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- C. All legal notifications required as a result of a breach of information, or potential breach, collected pursuant to this Contract shall be coordinated with the State. The Contractor shall ensure that any subcontractors used by the Contractor shall similarly notify the State of a Breach, or potential Breach immediately upon discovery, shall make a full disclosure, including providing the State with all available information, and shall cooperate fully with the State, as defined above.

VI. CONFLICT OF TERMS

In the event of any conflict or inconsistency between other Contract provisions) and the Information Security Requirements Exhibit, this Exhibit shall control and govern the rights and information security and incident/breach obligations of the parties.

VII. PERSONS TO CONTACT

A. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

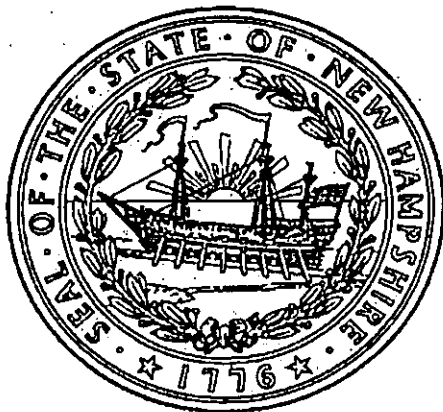
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ALVAREZ & MARSAL PUBLIC SECTOR SERVICES, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on November 01, 2019. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 830474

Certificate Number: 0005374477



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of May A.D. 2021.

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

William M. Gardner
Secretary of State

**SECRETARY'S CERTIFICATE
OF
ALVAREZ & MARSAL PUBLIC SECTOR SERVICES, LLC**

DATED: May 28, 2021

The undersigned, being the duly elected and incumbent Secretary of ALVAREZ & MARSAL PUBLIC SECTOR SERVICES, LLC, a Delaware limited liability company (the "Company"), certifies that the following resolutions were duly adopted by the Managers of the Company and have not been repealed, revoked, rescinded in any respect, and remain in full force and effect as of the date hereof:

RESOLVED, that Wanda Seiler (the "Authorized Party"), a Managing Director of the Company, be, and hereby is, authorized to execute and deliver on behalf of the Company an agreement (the "Agreement") between the New Hampshire Department of Health and Human Services and the Company, a draft of which has been provided; and it is further

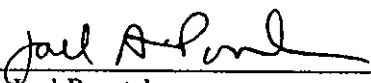
RESOLVED, that the Authorized Party be, and individually hereby is, authorized, empowered and directed, in the name and on behalf of the Company, with such Authorized Party having the full authority to do and perform any and all such acts, to take or omit to take any and all such further actions and to execute, deliver and perform all such other and further agreements, documents, certificates, instruments, notices, requests, statements and communications as may be required or as the Authorized Party may deem necessary, advisable or proper in order to carry out and perform the obligations of the Company under the Agreement, or any document executed pursuant to or in connection with the Agreement; and it is further

RESOLVED, that the foregoing resolutions are intended to and do cover any and all amendments, modifications and supplements to the Agreement at any time and from time to time; and it is further

RESOLVED, that any and all actions heretofore taken by the Authorized Party on behalf of the Company in connection with the foregoing resolutions be, and the same hereby are, ratified, confirmed and approved in all respects.

I further certify that it is understood that the State of New Hampshire will rely on this Certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Company in respect of the Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand as of this 28th day of May 2021.



Name: Joel Poretsky
Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/21/2020

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

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

PRODUCER Nathan Butwin Company, Inc. 60 Cutter Mill Rd. Ste. 414 Great Neck, NY 11021	CONTACT NAME: Ellen Goldman	
	PHONE (A/C, No, Ext): (516) 466-4200	FAX (A/C, No): (516) 466-4213
E-MAIL ADDRESS: info@butwin.com		
INSURED Alvarez & Marsal Holdings, LLC 600 Madison Ave, 8th Floor New York, NY 10022	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Federal Insurance Company	NAIC # 01295
	INSURER B: The Hartford Insurance Co	NAIC # 37478
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		35846225	4/12/2020	4/12/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included Employ Benefits \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		73535272	4/12/2020	4/12/2021	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 10,000	X		79847592	4/12/2020	4/12/2021	EACH OCCURRENCE \$ 22,000,000 AGGREGATE \$ 22,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	12WBAB6U5L	6/1/2020	6/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property			35846225	4/12/2020	4/12/2021	Limit 3,065,000

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

CERTIFICATE HOLDER

CANCELLATION

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

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

Ellen Goldman