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

Nicholas A. Toumpas
Commissioner

Carol E. Sideris
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9404 1-800-852-3345 Ext. 9404

Fax: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 23, 2013

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

SAR SARCS
The Federal
10% General

REQUESTED ACTION

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

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

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

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

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

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

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

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

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

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

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

EXPLANATION

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

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

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

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

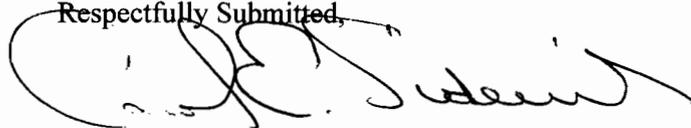
The State will be working with Deloitte Consulting daily ensuring that the deliverables outlined in this contract amendment are met. Additionally, the Centers for Medicare & Medicaid Services are also working closely with both the State and the vendor to ensure timely implementation.

Geographic area served: Statewide

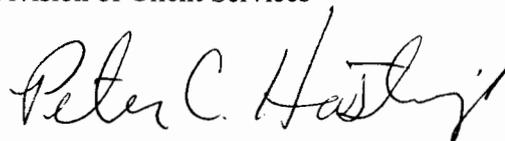
Source of Funds: 90% Federal Funds and 10% State General Funds

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

Respectfully Submitted,



Carol E. Sideris
Division of Client Services



Peter Hastings
Commissioner
Department of Information Technology

Approved by:



Nicholas A. Pampas
Commissioner



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

Peter C. Hastings
Acting Commissioner

December 26, 2013

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

Dear Commissioner Toumpas:

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

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

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

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

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

Sincerely,

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

PCH/ltn
Contract #2014-117

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

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

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

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

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

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

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

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

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

1. Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect on January 1, 2014, or upon the approval of the Governor and Executive Council, whichever is later.
2. **General Provisions, Form P-37 (1/09)** is hereby amended as follows:
 - 2.1. Block 1.8, Price Limitation, increase by an amount not to exceed \$11,345,012 from \$33,310,624.33 to \$44,655,636.33 .
 - 2.2. Block 3, "Effective Date: Completion of Services" is amended by adding the following sentences to 3.1:
"The effective date of the original contract is October 4, 2012. This Amendment, Amendment 2, is effective on the date of Governor and Executive Council approval or January 1, 2014, whichever is later.
3. **Exhibit A Contract Scope of Work** is hereby amended as follows:

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



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

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

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

And inserting in its place:

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

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

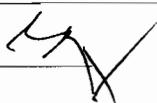
- a) This Agreement is funded with funds from the New Hampshire General Fund in the amount of \$7,088,247.33 and with federal funds made available under the following Catalog of Federal Domestic Assistance:
- CFDA #10.561, Federal Agency Department of Agriculture, Food and Nutrition Services, Program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

And inserting in its place:

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

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

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



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

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

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

And inserting in its place:

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

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

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

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

State of New Hampshire
Office of Information Systems

Date 12/24/13

William L. Baggeroer
William L. Baggeroer
Director

State of New Hampshire
Division of Client Services

Date 12/24/13

Maile Nihan, Deputy Commissioner
Carol E. Sideris
Director

State of New Hampshire
Department of Health and Human Services

Date 12/24/13

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

Deloitte Consulting, LLP

Date 12/23/13

Sundhar Sekhar
Sundhar Sekhar, Principal
Deloitte Consulting LLP

Initial all pages
Vendor Initials CS

STATE OF
COUNTY

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

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

STATE OF
COUNTY

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

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

STATE OF
COUNTY

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

Notary Public
My Commission Expires _____

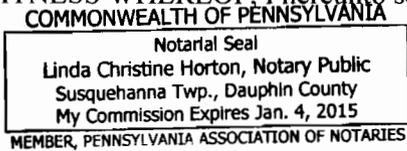
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STATE OF Pennsylvania

COUNTY OF Dauphin

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

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



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

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

OFFICE OF THE ATTORNEY GENERAL

By: Mike. Bunn

Date: 12/26/13

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

Office of the Secretary of State

By: _____

Title: _____

Date: _____

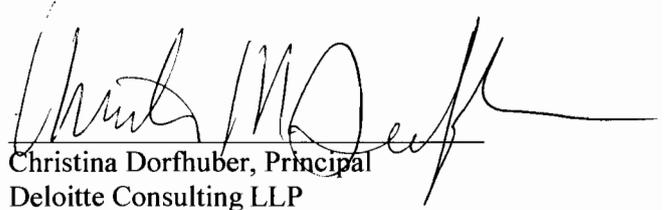
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CERTIFICATE

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

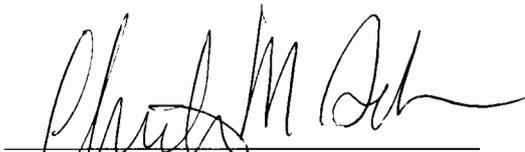
1. I am a Principal of Deloitte Consulting LLP, a Delaware limited partnership (“Deloitte Consulting”);
2. I maintain and have custody of a copy of the Memorandum of Agreement of Deloitte Consulting and a list of the Principals of Deloitte Consulting assigned to the Camp Hill, Pennsylvania Office;
3.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

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


Christina Dorfhuber, Principal
Deloitte Consulting LLP
Camp Hill Office


Sundhar Sekhar, Principal
Deloitte Consulting LLP
Camp Hill Office

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


Christina Dorfhuber

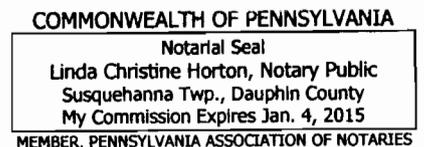
Pennsylvania

COUNTY OF Dauphin

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

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

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



CERTIFICATE EXHIBIT A

I, SUNDHAR SEKHAR, DO HEREBY CERTIFY THAT:

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

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

Sundhar Sekhar
Sundhar Sekhar

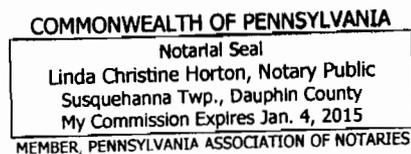
Pennsylvania

COUNTY OF Dauphin

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

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

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



Attachment A – Addendum for Amendment 2

**Attachment A - Addendum for Amendment 2
Security, Accessibility and Medicaid Enhancements Staff Loading**

Year 1	1	2	3	4	5	6	7	8	9	10	11	12	Totals
FTEs Per Month	13-Jul	13-Aug	13-Sep	13-Oct	13-Nov	13-Dec	14-Jan	14-Feb	14-Mar	14-Apr	14-May	14-Jun	Totals
Quality Assurance Specialists	0	0	0	0	0	0	6	8	9	10	10	10	53
Configuration Analyst	0	0	0	0	0	0	0	0	1	1	1	1	4
Project Analysts	0	0	0	0	0	0	6	8	12	14	14	14	68
Total FTE	0	0	0	0	0	0	12	16	22	25	25	25	125
							6	8	10	11	11	11	57

Year 2	13	14	15	16	17	18	19	20	21	22	23	24	Totals
FTEs Per Month	14-Jul	14-Aug	14-Sep	14-Oct	14-Nov	14-Dec	15-Jan	15-Feb	15-Mar	15-Apr	15-May	15-Jun	Totals
Quality Assurance Specialists	10	10	10	10	10	10	10	10	10	10	10	10	120
Configuration Analyst	1	1	1	1	1	1	1	1	1	1	1	1	12
Project Analysts	14	14	14	14	14	12	12	12	12	12	12	12	154
Total FTE	25	25	25	25	25	23	23	23	23	23	23	23	286
	11	11	11	11	11	11	11	11	11	11	11	11	111

Year 3	25	26	27	28	29	30	31	32	33	34	35	36	Totals
FTEs Per Month	15-Jul	15-Aug	15-Sep	15-Oct	15-Nov	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun	Totals
Quality Assurance Specialists	10	10	12	12	12	12	0	0	0	0	0	0	68
Configuration Analyst	1	1	1	1	1	1	0	0	0	0	0	0	6
Project Analysts	12	12	12	12	12	12	0	0	0	0	0	0	72
Total FTE	23	23	25	25	25	25	0	0	0	0	0	0	146

Initial all pages
Vendor Initials 



New Hampshire

Department of Health and Human Services

Service Modernization and Incremental Renewal

Attachment B – Addendum for Amendment 2 Security,
Accessibility and Medicaid Enhancements Scope of
Services

Table of Contents

Change Log **3**

1 PURPOSE **3**

2 FUNCTIONAL REQUIREMENTS..... **4**

 2.1 Security 4

 2.2 Quality Assurance 8

 2.3 Enhanced Functions 12

 2.4 Medicaid and Managed Care Transformation 22

3 Resource Allocation **24**

Change Log

Date	Title	Description
December 19, 2013	Amendment 2 scope expansion	The statement of work was updated for Amendment 1 to include New HEIGHTS Security, Accessibility and Medicaid Enhancements Scope of Services and associated work within New HEIGHTS and NH EASY.

1 PURPOSE

The base contract scope of services included analysis of requirements for the Centers of Medicare and Medicaid Services (CMS) security and 508 accessibility standards under the Affordable Care Act (ACA). The contract specified that additional resources would be required for implementation services. DHHS has inventoried changes required to implement the Plan of Action and Milestones (POA&M) resulting from the System Security Plan (SSP) assessment. The 508 accessibility assessment was also completed for both New HEIGHTS and NH EASY with specific recommendations for improved accessibility. Vendor support to implement these enhancements as well as new and enhanced policy requirements is necessary to meet CMS requirements for enhanced funding of implementation and operations expenses. In addition, vendor support is required to test and validate New HEIGHTS changes and to manage project risk based on recommendations from the Independent Verification and Validation (IV&V) contractor.

2 FUNCTIONAL REQUIREMENTS

2.1 Security

The security controls for the New HEIGHTS system have been assessed as reflected in the System Security Plan (SSP) and the Information Security Risk Assessment (ISRA). Based on these results, DHHS developed the Plan of Action and Milestones (POA&M). The POA&M includes 51 milestones cross-referenced to the SSP findings and spanning multiple functional areas. The New HEIGHTS system provides core eligibility functions and interfaces with various Federal agencies, State agencies and other external entities. The POA&M findings are for the integrated eligibility domain as illustrated in the figure below:

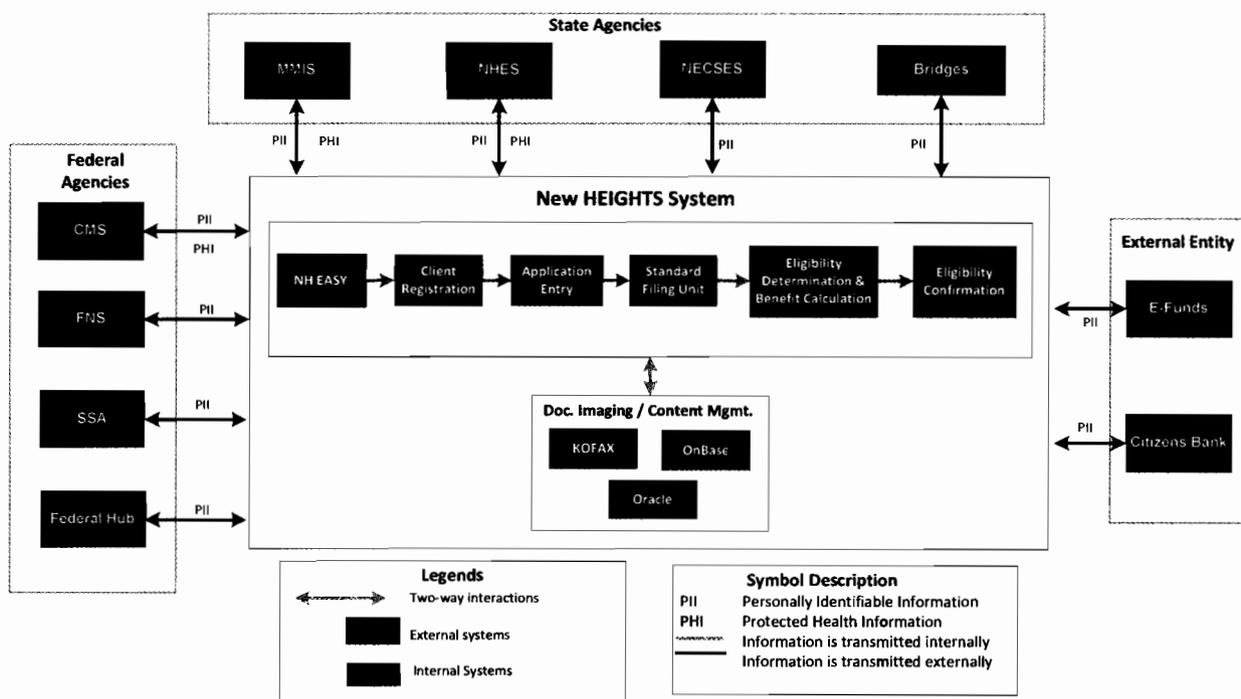


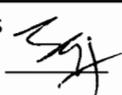
Figure - New HEIGHTS Interfaces

The POA&M milestones include changes to policy, procedure, infrastructure and the New HEIGHTS application. The Department of Health and Human Services (DHHS) retains overall responsibility for the security of the New HEIGHTS enterprise application including:

- Ownership for POA&M implementation and overall oversight
- Oversight of ongoing updates to the SSP & POA&M
- Oversight and input for business process and procedures
- Liaison support for vendors and DoIT

Vendor support for the POA&M milestone delivery will be provided as outlined in the table below. In many instances, multiple entities will need to provide support to implement the POA&M control as identified in the POA&M submission to CMS. DHHS will facilitate the cross functional coordination of responsible parties as outlined in the POA&M with the vendor providing subject matter expertise as described below:

Entity	Milestone Grouping	Overview Description	POA&M Reference
Deloitte AERS	POA&M Implementation Support	<p>This milestones grouping includes support by the Deloitte Audit and Enterprise Risk Services team (AERS). This group specializes in security management and previously provided support for DHHS's SSP and POA&M development. The vendor will provide the following support:</p> <ul style="list-style-type: none"> • Security Project Management Office (PMO) support through December of 2014 • Assisting with orchestration of the POA&M implementation • Provide support for SIEM configuration • Provide SME and documentation support for process and policy 	NH-POA&M-AU-01 NH-POA&M-AU-02 NH-POA&M-AU-03 NH-POA&M-AU-05 NH-POA&M-CM-01 NH-POA&M-CM-02 NH-POA&M-AC-01 NH-POA&M-AC-02 NH-POA&M-AC-05 NH-POA&M-AC-06 NH-POA&M-AC-09 NH-POA&M-IR-01 NH-POA&M-IR-02 NH-POA&M-PM-02 NH-POA&M-SC-01 NH-POA&M-AT-01 NH-POA&M-SI-01 NH-POA&M-CP-02 NH-POA&M-CP-03 NH-POA&M-CP-04 NH-POA&M-CP-06
Deloitte AERS	New HEIGHTS Java Code Vulnerability Analysis	The vendor will scan the New HEIGHTS and NH EASY Java application code base for security vulnerabilities. The vulnerability results will identify areas of application security risk based on the finding produced using a vulnerability scanning tool.	NH-POA&M-RA-02

Initial all pages
Vendor Initials 

Entity	Milestone Grouping	Overview Description	POA&M Reference
Deloitte Application Team	New HEIGHTS Application Team Security Support	<p>This grouping of POA&M activities will be supported by the application team which maintains New HEIGHTS and provides production operations support for daily management of the system within constraints of the resources allocated for remediation line items:</p> <ul style="list-style-type: none"> • Support for policies/procedures development and deployment related to application maintenance and systems operations • Modifications to the application architecture and functionality based on the POA&M findings • Remediation of application vulnerabilities based on the results and priority of the vulnerability scan 	NH-POA&M-AU-01 NH-POA&M-AU-02 NH-POA&M-AU-03 NH-POA&M-AU-05 NH-POA&M-CM-01 NH-POA&M-CM-04 NH-POA&M-CM-05 NH-POA&M-AC-01 NH-POA&M-AC-02 NH-POA&M-AC-03 NH-POA&M-AC-04 NH-POA&M-AC-05 NH-POA&M-AC-06 NH-POA&M-AC-07 NH-POA&M-AC-08 NH-POA&M-IR-01 NH-POA&M-IR-02 NH-POA&M-IA-03 NH-POA&M-PM-02 NH-POA&M-SC-01

In addition, the Vendor will support monitoring activities as defined in the table below:

Entity	Milestone Grouping	Overview Description
Deloitte AERS	New HEIGHTS Security Monitoring	<p>The vendor will provide transitional security monitoring support for New HEIGHTS audit logs from January 2014 through June of 2014 based on the following:</p> <ul style="list-style-type: none"> • The Vendor will work with the State to define the log monitoring process, including the use cases or the criteria for the mainframe log monitoring activity • The defined monitoring process along with the use cases/criteria will be mutually agreed upon by DHHS and the Vendor • The logs will be shared with the Vendor’s monitoring team everyday using a secure communication channel by DHHS • Vendor resources will work on a daily part time basis (3 – 4 hours per day), as agreed by state’s point of contact, to analyze the set of logs received against the pre-defined use cases • In case of an alert, a notification will be shared with the client point of contact as per agreed timelines • Detailed status report will be prepared in case of identification of an incident, report will contain summary of incident • There will be weekly status calls between the client point of contact and the Vendor team will present the weekly report with use case metrics • Log data from the Mainframe will be deleted after a period of 5 days, if there are no events found that map to the defined monitoring use cases <p>Assumptions:</p> <ul style="list-style-type: none"> • Mainframe logs will be provided to the Vendor team everyday by the state’s point of contact • Vendor will monitor up to 20 defined and agreed upon use cases • In case of an incident, Vendor team will only be responsible to escalate the incident report to the identified point of contact

Initial all pages
Vendor Initials 

2.2 Quality Assurance

The vendor will provide quality assurance resources for the following roles:

Role	Role Description	Requirements
Quality Assurance Lead	Provide hands on quality assurance support and leadership for the additional quality assurance resources	<ul style="list-style-type: none">• Team leadership experience with proven priority, staff, process and outcome management skills• Hands-on domain expertise as a Sr. Quality Assurance Specialist• Strong communication skills for management of quality assurance team interaction with business owners, application support and infrastructure teams• Demonstrated experience managing SDLC phases• Good understanding of project management tools, MS Project, HP Project Management Tools, JIRA or other similar tools• Must be able to manage multiple projects• Health care and/or insurance industry expertise• Extensive experience managing large scale systems integration projects

Role	Role Description	Requirements
Sr. Quality Assurance Specialist	Provide direct quality assurance support for online, real-time and batch modernization as well as the new scope of work defined in this APDU	<ul style="list-style-type: none"> • Extensive experience across all dimensions of quality assurance for software applications • Proven experience testing Ajax-based web applications • Understanding of System Development Life Cycle (SDLC) and testing life-cycle, testing procedures, and methodologies • Strong communication and documentation skills (written/verbal) • Ability to communicate clearly and concisely • Detail oriented with strong analysis, process, problem-solving and critical thinking skills • Inquisitive and driven to understand the intersection of business processes and information technology systems • Ability to participate with a team to achieve a common goal and the ability to work independently (with little oversight) to achieve a pre-defined goal • Ability to multi-task and manage evolving priorities • Ability to interact with all levels of staff with confidence when working with, reporting to, and providing/receiving guidance from team members • Experience with functional test automation tools such as Selenium, Rational Functional Tester, or HP QuickTest Professional • Experience with issue trackers such as JIRA and Source Control Management (SCM) systems such as CA SCM, ClearCase, SVN, or CVS
Quality Assurance Specialist	Provide direct quality assurance support for online, real-time and batch modernization as well as the new scope of work defined in this APDU	<ul style="list-style-type: none"> • Experience with quality assurance work including test planning, test case construction, testing and defect tracking • Understanding of the systems development life cycle • Detail oriented with strong analysis, process, problem-solving and critical thinking skills • Strong communication and documentation skills (written/verbal) • Ability to self-motivate as well as working well with a diverse team • High degree of comfort interacting with a computer and familiarity with MS Word/Excel/Access

Initial all pages
Vendor Initials 

Role	Role Description	Requirements
Configuration Manager	Manage the environment configuration and change control across projects included in the scope of this APDU and their overlap with projects already in process	<ul style="list-style-type: none"> • Strong expertise with JAVA SCM Build/Release and performance management • Hands-on experience with JEE (Core Java and Web development) technologies using EJB • Deep understanding of release/change management including branching, tagging, patching and merging • Expertise with CA SCM strongly preferred and/or extensive knowledge of equivalent version control tool • Expertise with build tools (Ant, Maven or equivalent) • Expertise with continuous integration (CI) tools including CruiseControl, Jenkins/Hudson, Bamboo or equivalent • Experience with WebSphere application server • Expertise with IBM Rational Performance Tester (RPT) or equivalent load testing tools • Experience using other performance tools like DynaTrace, Wireshark, HTTPWatch, TMON, etc. • Experience tracing/tuning heap utilization, TCP/IP, CPU, memory, etc. • Experience with Eclipse and/similar IDE tools is required, IBM RAD preferred • Strong communication skills and ability to coordinate with developers and systems administrators

The tables below itemize the full time equivalent (FTE) count by the roles described above per month and year under the scope of this contract:

Role	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14
Quality Assurance Lead	1	1	1	1	1	1	1	1	1	1	1	1
Sr. Quality Assurance Specialist	1	1	2	3	3	3	3	3	3	3	3	3
Quality Assurance Specialist	4	6	6	6	6	6	6	6	6	6	6	6
Configuration Manager			1	1	1	1	1	1	1	1	1	1
Total	6	8	10	11								

Role	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15
Quality Assurance Lead	1	1	1	1	1	1	1	1	1	1	1	1
Sr. Quality Assurance Specialist	3	3	3	3	3	3	3	3	3	3	3	3
Quality Assurance Specialist	6	6	6	6	6	6	6	6	8	8	8	8
Configuration Manager	1	1	1	1	1	1	1	1	1	1	1	1
Total	11	13	13	13	13							

Initial all pages
Vendor Initials 

2.3 Enhanced Functions

There are additional enhancements to New HEIGHTS and NH EASY required by the Affordable Care Act and Medicaid policy and operations requirements. Vendor support using the established New HEIGHTS System Delivery Life Cycle (SDLC) and vendor roles and responsibilities will be provided for the following projects:

Function	Description
CMS MAGI Noticing Requirements	This project includes implementation of the new rules being released by CMS for streamlined notification across Medicaid programs and the exchange. The goal of these enhancements is to avoid confusion for consumers and duplicative administrative activity. To the extent feasible, state Medicaid and CHIP agencies and the Exchange should produce a single combined notice after all MAGI-based eligibility determinations have been made. This project will also include the basic content and accessibility standards for all eligibility notices and electronic eligibility notices for applicants and beneficiaries as defined by CMS.
New HEIGHTS & NH EASY 508 Remediation	This project includes implementation of the 508 accessibility remediation activities for NH EASY and New HEIGHTS as defined in the assessment report. Note: See the 508 detail tables in the section below for assessment findings and recommendations.
Non-MAGI Medicaid Rules Engine Conversion	The scope of the initial contract limited usage of the rules engine to the new MAGI categories. This project extends the rules engine scope to include non-MAGI Medicaid categories, including both medically and categorically needy categories for the Aged, Blind, and Disabled.
Family Planning Medicaid Category	New Hampshire has implemented a new Family Planning category. However, the eligibility system has not been enhanced to support Family Planning. This project includes the following enhancements to New HEIGHTS for the family planning category: <ul style="list-style-type: none"> • Standard Filing Unit enhancements for household composition for the Family Planning category • Non-financial requirements for citizenship & residence, TPL, Etc. • Eligibility Determination changes for income up to 185% of FPL • Caseload management/mass change for Family Planning category • Interfaces with the MMIS, Bridges, NECSES • Presumptive Eligibility functionality

Function	Description
Change Tracking Management	Prior to the MAGI/ACA implementation in October, the majority of verifications were processed prior to opening Medicaid. Following the MAGI/ACA implementation, there are several post eligibility verification requirements. The system was/is not designed to provide sufficient management controls and workflow to efficiently manage post-enrollment verifications. This project will create new dashboards and workflows to allow case workers to more effectively manage pending changes, alerts and post-eligibility verification requests. These enhancements are necessary to support the added volume of work expected for case workers and to maintain program integrity with post-eligibility verification finalization.
Softion interface for PCG Program Integrity	This is a new interface to Softion to support the identity and verification system contracted to PCG for enhanced fraud detection. The file will include Medicaid recipients and triggers based on updates to eligibility data. The triggering logic will be designed to transfer pending and newly opened cases which have not been reviewed for potential fraud. In addition to the interface, the document imaging workflow will be updated to include new tasks/documents to display the variances identified by PCG for case worker action.
FDSH TALX	This project includes development of an interface with the Federal Data Services Hub (FDSH) for the Equifax Workforce Solutions (also known as TALX). TALX is a CMS contracted service that verifies earned income as reported by employers. This service was identified subsequent to the prior APDU and will enhance DHHS's ability to systematically verify income for Medicaid applicants increasing overall program integrity. The project scope includes the processing logic/procedures for utilizing the TALX data to verify income.
MAGI Benefit Recovery	DHHS has a Benefit Recovery subsystem used primarily by the Office of Special Investigations staff. This system is used to perform benefit error processing such as referral creation, claim establishment and tracking, and recoupment calculation. The MAGI/ACA scope of work did not include the addition of new MAGI categories for Benefit Recovery. This project includes enhancing benefit recovery to include the new MAGI/Medicaid categories.

Function	Description
Enhanced Kofax integration with NH EASY/New HEIGHTS	Currently, the document imaging system is used for correspondence and verification management. The Kofax indexing component supports scanned documents. This project will integrate the indexing of non-scanned content into the Kofax system using the Kofax Import Connector. Adding this functionality will streamline document separation and taxonomy assignment content uploaded via New HEIGHTS or NH EASY. With increased total volume of Medicaid cases driven by ACA, this streamlined processing will be essential to meet timeliness standards for application, redetermination and change reporting documentation.
Enhanced Document Workflow	This project will enable DHHS case workers to management document inputs using an aggregated workflow to more efficiently process Medicaid applications and verifications. For example, the disability unit manages Medicaid application evaluation and requires the collection of a predefined universe of forms and verifications. In today's operating model there is no way to aggregate this information into a single electronic collection for processing. The workflow enhancements included in this project will support the aggregation of documents into logical units of work which can be "transferred" through different phases of the workflow to the designated units responsible for executing a given set of tasks.
Enhanced Post Eligibility Verification	With the transition to post-eligibility enrollment verification, DHHS requires a more integrated verification management process within New HEIGHTS. Currently the verification documentation is separately from the electronic data in the New HEIGHTS system. For example, wage or self-employment verifications are stored in the Document Management sub-system, but the verification flag is stored on the Employment and Self-Employment screens. This project will integrate the verification source documentation with the electronic record used for eligibility determination. This association will improve system integrity, worker efficiency, and enhance the Medicaid post eligibility verification management process for case workers.

Function	Description
Application Lifecycle Management Enhancements	<p>DHHS plans to upgrade the life cycle and defect management systems using JIRA to replace the aging Application Tracking System (ATS). ATS tracks project work, test tasks, time/task management, help desk tickets, defects etc. However, ATS has limited capabilities, requires manual filling of hard copy paper work and is generally insufficient for tracking the volume and complexity of work being undertaken in support of the APD scope of work. JIRA supports traditional SDLC work, Agile projects, scrum facilitation, enhanced task and defect tracking, electronic documentation attachment/integration and traceability throughout all project phases. The scope of this effort will fully replace ATS using JIRA customized to manage and track from requirements through implementation based on New HEIGHTS business practices. Requirements, design and quality assurance artifacts will continue to be maintained using current methods, but they will now be linked to the enhanced project management infrastructure provided using JIRA.</p>



Section 508 Accessibility Detailed Scope

The following table lists identified 508 Accessibility gaps for NH EASY, the requirement and the recommended changes to close the gap.

Gap #	Req #	Gap Description	Recommendation
1	2	Two pages are missing an ALT tag for an image.	<ol style="list-style-type: none"> 1 Determine the proper text necessary for these images. 2 Update the pages with that text.
2	4	Many of the links are not underlined, which makes it hard for color-blind users to see them.	<ol style="list-style-type: none"> 1 Determine how the underlined links should appear (color, etc.). 2 Update the stylesheet to underline hyperlinks. 3 Determine which pages have custom styles that remove the underline. 4 Update pages to underline links.
3	4	Certain colors are used for the breadcrumbs and tabs to indicate the user's location within the application. This information should be conveyed without color.	See remedy for gap #12.
4	4	Help pages currently explain the meaning of the colors, but make no reference to how those concepts are conveyed to assistive technologies (for example, INISM_Help.htm).	<ol style="list-style-type: none"> 1 Find all help pages that mention colors. 2 Draft language that explains how these elements will appear to assistive technologies. 3 Update the pages. See remedy for gap #12.
5	10	No TITLE attribute is set for the CAPTCHA frame. This is the only frame in the application.	See remedy for gap #17.
6	14	On some pages, no link is provided for Adobe Acrobat on pages that have links to PDFs. This is a simple fix.	<ol style="list-style-type: none"> 1 Determine where link(s) should be placed. It is sufficient to place a link in one or two places that all users will see when they create an application or an account. 2 Add links to Adobe Acrobat on the selected pages (with the Acrobat image).
7	15	<p>There are three common problems with form labels on many pages:</p> <ul style="list-style-type: none"> (a) Form controls have no associated LABEL element. (b) Form controls do not have LABEL elements or TITLE attributes. (c) Date input is broken into three separate input fields. Each field needs a LABEL or TITLE attribute. (d) LABEL elements refer to non-existent form controls. <p>These problems are more common for checkboxes, radio buttons and date fields. Many of the other form controls have proper labels.</p>	Fix all label errors on the pages listed in the results spreadsheet.

Initial all pages
Vendor Initials 

Gap #	Req #	Gap Description	Recommendation
8	15	<p>There are several cases where image buttons are not accessible using the tab key:</p> <p>(a) All help icons within the pages. In most cases, this is not an issue because there is a help button at the top of the page.</p> <p>(b) Clear and Search buttons on popups such as Find a Health Plan and Provider Search.</p> <p>(c) Search button on Child Care Provider page.</p> <p>(d) Yes and No buttons on some popups.</p> <p>(e) Close button when editing an application.</p> <p>(f) Pages PRADB and PRUSR.</p> <p>In some cases, this is because an IMG tag is used, but it's not inside of a BUTTON or A element.</p>	<p>1 Create a full list of pages that use IMG elements that are not embedded in a BUTTON or A element (<i>except</i> for IMG elements used for inline help buttons).</p> <p>2 Update those pages so that the IMG is inside a BUTTON or A element.</p>
9	15	Validation errors are not recognized by assistive technologies.	<p>1 Determine which pages use custom JavaScript messages.</p> <p>2 Write custom JavaScript function that uses ARIA alert role to display messages.</p> <p>3 Update pages to use JavaScript function.</p> <p>4 Update the custom messages widget (used by all of the other pages) so that it uses the JavaScript function.</p>
10	16	On many pages, the header has a link to skip navigation, but it points to a non-existing anchor target in the page.	Add an A element with the id "skipcontent" to the proper location in all of the pages listed in the results spreadsheet.
11	1, 20	<p>Page Element: Dynamic Page Regions</p> <p>Sections that are hidden and shown dynamically do not make use of the ARIA hidden state or live regions. Examples of such sections are help boxes (used in many pages to show in-line help) and also dynamic data tables (used to display search results on the Provider Search popup and Health Provider Search pages). In tests, screen readers did not recognize these areas.</p>	<p>1 Develop and test a prototype that uses ARIA live regions to hide and show a table of results and also sort the results on the server and update them dynamically via Ajax.</p> <p>2 List all pages that have dynamically updated results.</p> <p>3 Add ARIA live region support to those pages.</p>
12	1,4, 20	<p>Page Element: Breadcrumb / Tabs</p> <p>Even though the breadcrumbs and tabs don't use Ajax to dynamically update the page, they still represent a UI widget that assistive technologies won't recognize without proper ARIA attributes representing tabpanels and tabitems.</p>	Update the breadcrumb and tab panel navigation to include the proper ARIA attributes. (See the tabpanel section of the Authoring Practices guide.)

Initial all pages
Vendor Initials



Gap #	Req #	Gap Description	Recommendation
13	1,20	<p>Third Party Widget: <u>ThickBox</u></p> <p>This component does not make use of the <u>ARIA dialog role</u> in order to inform assistive technologies that the region used as a popup dialog that can be hidden or shown.</p> <p>In addition, this component is no longer maintained by its original author.</p>	<p>1 Analyze the current use of all popup widgets and extract the requirements.</p> <p>2 Select an actively supported third-party widget that supports WAI-ARIA (the <u>jQuery UI Dialog</u> may be a good choice).</p> <p>3 Upgrade all pages to the selected widget and remove references to the old widgets.</p>
14	1,20	<p>Third Party Widget: <u>blockUI</u></p> <p>This component does not make use of the ARIA dialog role in order to inform assistive technologies that the region used as a popup dialog that can be hidden or shown.</p>	See remedy for gap #13.
15	1,20	<p>Third Party Widget: <u>SimpleModal</u></p> <p>This component does not make use of the ARIA dialog role in order to inform assistive technologies that the region used as a popup dialog that can be hidden or shown.</p>	See remedy for gap #13.
16	1,20	<p>Third Party Widget: <u>Tablesorter</u></p> <p>Column sorter graphics are not tabbable, and do not have a TITLE attribute. When a user clicks on a column header to sort the rows inside of a table, assistive technologies do not recognize the updated ordering of the rows because <u>ARIA live regions</u> are not in use.</p>	<p>1. Document the requirements for a table sorter component.</p> <p>Find another third-party table sorter widget that supports ARIA, meets these requirements, and has an active community, such as DataTables.net or jQuery-Accessible-RIA table.</p> <p>Implement and test are prototype using the widget.</p> <p>Update all of the pages with sortable tables to use the same widget.</p>

Gap #	Req #	Gap Description	Recommendation
17	1,10, 20	<p>Custom Widget: CAPTCHA</p> <p>The CAPTCHA component updates the image dynamically via Ajax when the user clicks on the Try Another or Vision Impaired / Audio images. When this happens, assistive technologies do not recognize the updated content because ARIA live regions are not in use. See Implementing Live Regions.</p> <p>Focus is placed on the text input field, which is disorienting for users with assistive technologies because it's unclear where to go in order to read the text. Text refers to what the user "sees above", which is not true for visually impaired users.</p> <p>Tab order is not explicit, and is handled differently in IE and Firefox.</p> <p>The TITLE text for Vision Impaired / Audio image is confusing.</p> <p>The Back to Text and Vision Impaired / Audio images are still tab-able when they are not visible (the anchor is still visible, even though the image is not).</p> <p>Inline help has the same issues as described in gap #11.</p>	Updating the existing CAPTCHA widget to address the gaps. Inline help should be addressed as well, since there is no separate help button on this page.
18	1,20	<p>Since the content of dynamic help regions is also displayed via a Help button at the top of the page, these regions do <i>not</i> need to implement ARIA if the inline help buttons that display the regions are hidden using the ARIA hidden attribute.</p>	The inline help buttons are not tabable since they don't use A or BUTTON elements, so assistive technologies usually do not read them. Because the remedy for gap #8 does <i>not</i> require adding these elements to help buttons, no further action is necessary.

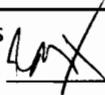
The following table lists identified 508 Accessibility gaps for NH HEIGHTS, the related requirement number and recommended steps to close the gap.

Gap #	Req #	Gap Description	Recommendation
1	15	<p>There are several issues that prohibit assistive technologies from correctly processing New HEIGHTS forms:</p> <p>LABEL elements are present on the page, but are not associated with form controls.</p> <p>Form controls do not have an associated LABEL element or TITLE attribute.</p>	Manually update each page so that the label and form control associations are correct. The work should be divided among different team members, and each member should be assigned a page they have worked on before (if possible).

Initial all pages
Vendor Initials



Gap #	Req #	Gap Description	Recommendation
2	15	On some pages there are LABEL elements that point to form controls that do not exist on the page. In some cases, the LABEL elements point to SPAN elements; this does not cause problems for assistive technologies. In other cases, this problem is caused by the SelectOneMenu component.	See remedy for gap #5.
3	15	Required fields are identified using colors, so they are not recognized by assistive technologies.	Customize the standard input fields to support WAI-ARIA. For input fields that use the PrimeFaces widget, see the remedy for gap #4.
4	1,20	<p>Third Party Widget: PrimeFaces DataTable</p> <p>The basic table requirements of WAI-ARIA have been implemented for the core table. However, this component has the following issues:</p> <hr/> <p>The paginator is not keyboard accessible and does not implement WAI-ARIA.</p> <p>Screen readers recognize only one column in the table even when there are several.</p> <p>Screen readers are not aware that columns are sortable.</p> <p>Screen readers are not aware of when the table is sorted by a particular column (aria-sort attribute).</p>	Fix the identified gaps with all of the PrimeFaces components at the framework level. (The same remedy covers all PrimeFaces components because they use shared code.)
5	1,15, 20	<p>Third Party Widget: PrimeFaces SelectOneMenu</p> <p>This component does not implement WAI-ARIA, and also outputs a LABEL element with no FOR attribute.</p>	<p>Convert all pages from the PrimeFaces SelectOneMenu to the standard dropdown widget. This should match the user requirements once the application no longer requires PowerBuilder.</p> <p>Customize the standard widget to support WAI-ARIA.</p>
6	1,15, 20	<p>Third Party Widget: PrimeFaces Autocomplete</p> <p>The text field of this component properly supports WAI-ARIA, but the listbox that is displayed when users type into the field does not have any WAI-ARIA attributes (it should probably have a listbox role, among other attributes).</p>	See remedy for gap #4.

Initial all pages
Vendor Initials 

Gap #	Req #	Gap Description	Recommendation
7	1,20	<p>Third Party Widget: PrimeFaces PickList</p> <p>The buttons of this component are tabbable and have WAI-ARIA attributes, but the listboxes do not use the listbox role and do not have keyboard support.</p>	See remedy for gap #4.
8	1,20	<p>Third Party Widget: PrimeFaces Dialog</p> <p>This component does not make use of the ARIA dialog role in order to inform assistive technologies that the region used as a popup dialog that can be hidden or shown.</p>	See remedy for gap #4.
9	1,20	<p>Third Party Widget: PrimeFaces ContextMenu</p> <p>This component does not implement WAI-ARIA and has no keyboard support.</p>	See remedy for gap #4.
10	1,20	<p>Third Party Widget: PrimeFaces-Ext BlockUI</p> <p>This component does not make use of the ARIA dialog role in order to inform assistive technologies that the region used as a popup dialog that can be hidden or shown.</p> <p>This component wraps the same jQuery plugin used by New HEIGHTS.</p>	Prototype use of PrimeFaces BlockUI instead (this component should be compliant if the remedy for gap #4 is executed).
11	1,20	<p>Custom Widget: DataTable</p> <p>This component makes use of several PrimeFaces components, and also has custom features.</p> <p>Observations for the PrimeFaces components: PickList – see gap #6 DataTable – see gap #4 ContextMenu – users cannot display this menu via the keyboard; the component itself is not compliant – see gap #8 DataExporter – nonvisual; WAI-ARIA is not applicable. Observations for the custom features:</p> <p>Hiding/showing of filtering controls – When filtering is enabled, the filter controls should contain WAI-ARIA attributes to tell the assistive technologies they are visible. Also, focus should be moved to the first filter field. Printing – Displays the browser print dialog, which is understood by assistive technologies.</p>	<p>Make the following changes to the widget:</p> <p>Add a hotkey that causes the context menu to popup. Users will learn the hotkey during training.</p> <p>Add WAI-ARIA attributes and move focus to the first filter input control when showing the filter controls.</p>



2.4 Medicaid and Managed Care Transformation

New Hampshire DHHS is modernizing Medicaid and health care services as well as the operations of the DHHS organization in support of the transition to managed care and Medicaid under the rules of the Affordable Care Act (ACA). The vendor will support this effort using the milestone and deliverable structure for Managed Care Step 2 and the overall Transformation project based as defined in the tables below:

Managed Care Step 2 – Consulting Services
High Level Requirements Scope <ul style="list-style-type: none">a. SME support – Assist with identification of key design decisions that need to be made for Step 2 design, research up to 3 other state managed care approaches for long term care and long term services and supports and assist in developing option for New Hampshire to approaches to consider for each key decision.b. Facilitation – Provide facilitation support for up to six DHHS Step 2 design sessions.c. Straw Person Development – Assist in the development of a straw person for the Step 2 design that will be used to describe DHHS’ Step 2 approach to external stakeholders.d. Straw Person Presentation – Facilitate up to 2 Stakeholder presentations of the Step 2 Straw person.
Deliverable - Straw Person Final Draft
Requirements Definition Scope <ul style="list-style-type: none">a. SME support – Conduct research of 3 other states’ approaches to developing managed care organization contract requirements related to the populations and services included in Step 2.b. MCO contract development –Prepare draft contract managed care organization language related to Step 2 program design.
Deliverable - Draft of assigned sections
Waiver Development Support <ul style="list-style-type: none">a. 1115 Waiver Drafting support – Assist with the drafting of the program design components of DHHS’ 1115 waiver application to CMS to implement Step 2.b. SME – Provide up to 60 hours of consulting support for DHHS’s waiver collaboration with CMS.
Deliverable - Draft of 1115 waiver
General SME support <ul style="list-style-type: none">a. Provide ad hoc subject matter expert support on topics related to DHHS Medicaid program and the implementation of Step 2. Total hours related to general SME support will not exceed 240 hours over the duration of the contract.
Deliverable – SME Support Status Report (for FTE support services tracked by hour up to 240 hours)

Initial all pages
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Medicaid Transformation Consulting Services

State Innovation Model Testing Grant Application Support

- a. Provide subject matter expertise to assist DHHS in analyzing the requirements of the CMS Funding Opportunity Announcement (FOA) for State Innovation Model Testing Grant and determining how those requirements align with DHHS goals and objectives.
- b. Assist DHHS in developing a response strategy to the FOA and drafting of program design related sections of the FOA response based on DHHS' goals and objectives.
- c. Facilitation of e a maximum of three external stakeholder sessions related to DHHS' response to the CMS FOA.

Deliverable (1) – DHHS FOA Application Decision

Deliverable (2) - Draft of program description section(s) of the SIM FOA response

Support the Completion of the High Level Vision of Future Organization Structure

- a. Support DHHS staff in mapping functions and programs to the upper level management structure defined by DHHS based on input received by DHHS through interviews with DHHS senior management and Program Directors.
- b. Assist DHHS in the identification of similar functional activities that performed in multiple program areas across DHHS.

Deliverable – Updated Draft of Future organizational functional and positional map

Support the development of a detailed organizational chart for the Future State Organization

- a. Assist DHHS Organizational Re-Design Project Team members in documenting the output of interviews regarding individual placement of each DHHS position (both staffed and unstaffed) in DHHS' Future State Organizational Chart.
- b. Provide assistance to DHHS staff to document detailed organizational chart(s) for the Future State Organization at the individual position level based on the Senior Management and program directors interviews and decisions by DHHS Senior Leadership.
- c. Deloitte will deliver content of all interviews and files containing all organizational chart related information in a format to be mutually agreed to.

Deliverable – Updated Draft of Organization chart(s) for the Future State Organization

Support the Development of an Implementation Road Map to the Future State Organization

- a. Deloitte will assist DHHS Leadership and the DHHS Organizational Re-Design Project Team in the documentation of the key components of an Future State Organization Implementation Road Map which they identify.
- b. Deloitte will assist DHHS Leadership and the Project Team to identify key stakeholders and their role in the implementation of the Road Map effort
- c. Deloitte will assist Project Team in the development of a project plan to support the implementation Road Map by the DHHS Organizational Re-Design Project Team

Deliverable – Updated draft of the Implementation Road Map project plan

Support On-going DHHS Change management training and support initiatives

- a. Facilitation of a maximum of three on site change management workshops
- b. One train the trainer change management workshop

**Deliverable(s) – Change Management Training Status Report
(following completion of the workshops)**



3 Resource Allocation

The scope of work includes enhancements projects which require modifications to the New HEIGHTS system. DHHS will work with the contractor to manage the functional requirements for these projects within the estimates provided in the table below and will prioritize New HEIGHTS Maintenance Contractor resources to complete work that exceeds the defined Resources Constraints (defined by the hours in the table below and the staff load in Attachment A).

Project	Hours	FTE Months
New HEIGHTS Application Changes for Security	13,939	80.4
New HEIGHTS & NH EASY 508	3,384	19.5
Non-MAGI Medicaid Rules Engine Conversion	3,120	18
CMS MAGI Noticing Requirements	3,467	20
Family Planning Medicaid Category	2,773	16
MAGI Benefit Recovery	1,387	8
Enhanced Managed Care/MAGI Reporting	3,120	18
Softeon interface for PCG Program Integrity	2,773	16
FDSH TALX Interface	3,120	18
Enhanced Kofax integration with NH EASY/New HEIGHTS	2,909	16.8
Enhanced Post Eligibility Verification	3,791	21.9
Enhanced Document Workflow	4,017	23.2
Change Tracking Management	2,059	12
Application Lifecycle Management Enhancements	1,040	6

Initial all pages
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Attachment B-1 – Addendum for Amendment 2

**Attachment B-1 - Addendum for Amendment 2
Security, Accessibility and Medicaid Enhancements Milestones**

Project	Milestones	Finish Date	Amount	Federal Match	State Match	State Fiscal Year	Federal Fiscal Year
New HEIGHTS Application Changes for Security	Case/Client Inquiry Screen Re-design	1/15/2014	\$41,400	90%	10%	\$41,400	\$41,400
New HEIGHTS Application Changes for Security	Java View Screen Audit	1/15/2014	\$27,600	90%	10%	\$69,000	\$69,000
POA&M Implementation Support	SSP & POA&M PMO Management - January	1/31/2014	\$60,000	90%	10%	\$129,000	\$129,000
PMO Project Management Support	Audit, monitoring & logging extract requirements/design	1/31/2014	\$84,000	90%	10%	\$213,000	\$213,000
PMO Project Management Support	Centralized monitoring reporting requirements & design	1/31/2014	\$84,000	90%	10%	\$297,000	\$297,000
PMO Project Management Support	Segregation of duties analysis & design	1/31/2014	\$84,000	90%	10%	\$381,000	\$381,000
New HEIGHTS Security Monitoring	Security Monitoring - January	1/31/2014	\$17,000	90%	10%	\$398,000	\$398,000
Family Planning Medicaid Category	Requirements & Design	1/31/2014	\$109,822	90%	10%	\$507,822	\$507,822
Application Lifecycle Management Enhancements	Requirements & Design	1/31/2014	\$43,263	90%	10%	\$551,085	\$551,085
Enhanced Managed Care/MAGI Reporting	Requirements & Design	1/31/2014	\$123,550	90%	10%	\$674,635	\$674,635
Testing Support	Testing Support - January 14	1/31/2014	\$168,041	90%	10%	\$842,676	\$842,676
POA&M Implementation Support	SSP & POA&M PMO Management - February	2/28/2014	\$60,000	90%	10%	\$902,676	\$902,676
PMO Project Management Support	Session & Identity management requirements and design	2/28/2014	\$84,000	90%	10%	\$986,676	\$986,676
New HEIGHTS Application Changes for Security	Policy Definition and Remediation - Milestone 1	2/28/2014	\$110,400	90%	10%	\$1,097,076	\$1,097,076
Testing Support	Testing Support - February 14	2/28/2014	\$168,036	90%	10%	\$1,265,112	\$1,265,112

Initial all pages
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Attachment B-1 – Addendum for Amendment 2

Project	Milestones	Finish Date	Amount	Federal Match	State Match	State Fiscal Year	Federal Fiscal Year
New HEIGHTS Security Monitoring	Security Monitoring - February	2/28/2014	\$17,000	90%	10%	\$1,282,112	\$1,282,112
Medicaid Transformation Support	Managed Care Step 2 - Straw Person Draft	3/1/2014	\$100,000	90%	10%	\$1,382,112	\$1,382,112
Medicaid Transformation Support	Medicaid Transformation - DHHS FOA Application Decision Support	3/1/2014	\$10,000	90%	10%	\$1,392,112	\$1,392,112
Medicaid Transformation Support	Medicaid Transformation - Future organizational functional and positional map	3/1/2014	\$60,000	90%	10%	\$1,452,112	\$1,452,112
Family Planning Medicaid Category	Construction	3/28/2014	\$123,550	90%	10%	\$1,575,662	\$1,575,662
Application Lifecycle Management Enhancements	Construction/Pilot	3/28/2014	\$48,671	90%	10%	\$1,624,333	\$1,624,333
POA&M Implementation Support	SSP & POA&M PMO Management - March	3/31/2014	\$60,000	90%	10%	\$1,684,333	\$1,684,333
New HEIGHTS Security Monitoring	Security Monitoring - March	3/31/2014	\$17,000	90%	10%	\$1,701,333	\$1,701,333
Enhanced Managed Care/MAGI Reporting	Construction	3/31/2014	\$138,993	90%	10%	\$1,840,326	\$1,840,326
Testing Support	Testing Support - March 14	3/31/2014	\$168,036	90%	10%	\$2,008,362	\$2,008,362
	Policies documentation, including: 1. Access Control 2. Configuration Management 3. Identification and Authentication 4. System and Communication Protection 5. System Information Integrity 6. Data loss prevention						
PMO Project Management Support	Security Information and Event Management (SEIM) configuration	4/1/2014	\$132,000	90%	10%	\$2,140,362	\$2,140,362
PMO Project Management Support	Security Information and Event Management (SEIM) configuration	4/1/2014	\$120,000	90%	10%	\$2,260,362	\$2,260,362
New HEIGHTS Java Code Vulnerability Analysis	Application vulnerability scan	4/1/2014	\$150,000	90%	10%	\$2,410,362	\$2,410,362
Medicaid Transformation Support	Medicaid Transformation - Program description section(s) of the SIM FOA response	4/1/2014	\$30,000	90%	10%	\$2,440,362	\$2,440,362

Initial all pages
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Attachment B-1 – Addendum for Amendment 2

Project	Milestones	Finish Date	Amount	Federal Match	State Match	State Fiscal Year	Federal Fiscal Year
Application Lifecycle Management Enhancements	Implementation	4/29/2014	\$16,224	90%	10%	\$2,456,586	\$2,456,586
New HEIGHTS Security Monitoring	Security Monitoring - April	4/30/2014	\$17,000	90%	10%	\$2,473,586	\$2,473,586
New HEIGHTS Application Changes for Security	PHI/PI Encryption and/or segregation - Milestone 1	4/30/2014	\$179,400	90%	10%	\$2,652,986	\$2,652,986
New HEIGHTS Application Changes for Security	Identity Management - Milestone 1	4/30/2014	\$82,800	90%	10%	\$2,735,786	\$2,735,786
Enhanced Managed Care/MAGI Reporting	Implementation	4/30/2014	\$46,331	90%	10%	\$2,782,117	\$2,782,117
Testing Support	Testing Support - April 14	4/30/2014	\$168,036	90%	10%	\$2,950,153	\$2,950,153
Medicaid Transformation Support	Managed Care Step 2 - Draft of Assigned Sections	5/1/2014	\$100,000	90%	10%	\$3,050,153	\$3,050,153
Medicaid Transformation Support	Medicaid Transformation - Organization chart(s) for the Future State Organization	5/1/2014	\$150,000	90%	10%	\$3,200,153	\$3,200,153
Family Planning Medicaid Category	Implementation	5/9/2014	\$41,183	90%	10%	\$3,241,336	\$3,241,336
Enhanced Kofax integration with NH EASY/New HEIGHTS	Requirements & Design	5/28/2014	\$115,200	90%	10%	\$3,356,536	\$3,356,536
Testing Support	Testing Support - May 14	5/30/2014	\$168,036	90%	10%	\$3,524,572	\$3,524,572
New HEIGHTS Security Monitoring	Security Monitoring - May	5/31/2014	\$17,000	90%	10%	\$3,541,572	\$3,541,572
POA&M Implementation Support	SSP & POA&M PMO Management - May	5/31/2014	\$60,000	90%	10%	\$3,601,572	\$3,601,572
Medicaid Transformation Support	Medicaid Transformation - Completion of the workshops	6/1/2014	\$40,000	90%	10%	\$3,641,572	\$3,641,572
New HEIGHTS Security Monitoring	Security Monitoring - June	6/30/2014	\$17,000	90%	10%	\$3,658,572	\$3,658,572
New HEIGHTS Application Changes for Security	Policy Definition and Remediation - Milestone 2	6/30/2014	\$110,400	90%	10%	\$3,768,972	\$3,768,972

Initial all pages
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Attachment B-1 – Addendum for Amendment 2

Project	Milestones	Finish Date	Amount	Federal Match	State Match	State Fiscal Year	Federal Fiscal Year
New HEIGHTS Application Changes for Security	Identity Management - Milestone 2	6/30/2014	\$82,800	90%	10%	\$3,851,772	\$3,851,772
Non-MAGI Medicaid Rules Engine Conversion	Medicaid Categorically Needy Categories	6/30/2014	\$154,437	90%	10%	\$4,006,209	\$4,006,209
New HEIGHTS & NH EASY 508	NH EASY 508	6/30/2014	\$150,750	90%	10%	\$4,156,959	\$4,156,959
Testing Support Medicaid	Testing Support - June 14	6/30/2014	\$168,036	90%	10%	\$4,324,995	\$4,324,995
Transformation Support Medicaid	Managed care Step 2 - Draft of 1115 Waiver	7/1/2014	\$150,000	90%	10%	\$150,000	\$4,474,995
Transformation Support Medicaid	Managed care Step 2 - General SME Support	7/1/2014	\$60,000	90%	10%	\$210,000	\$4,534,995
Medicaid Transformation Support	Medicaid Transformation - Implementation Road Map project plan	7/1/2014	\$100,000	90%	10%	\$310,000	\$4,634,995
Enhanced Kofax integration with NH EASY/New HEIGHTS	Construction, Unit & Integration Testing	7/23/2014	\$129,600	90%	10%	\$439,600	\$4,764,595
POA&M Implementation Support	SSP & POA&M PMO Management - July	7/31/2014	\$60,000	90%	10%	\$499,600	\$4,824,595
Change Tracking Management	Requirements & Design	7/31/2014	\$81,535	90%	10%	\$581,135	\$4,906,130
Softcon interface for PCG Program Integrity	Requirements & Design	7/31/2014	\$109,822	90%	10%	\$690,957	\$5,015,952
Testing Support	Testing Support - July 14	7/31/2014	\$168,036	90%	10%	\$858,993	\$5,183,988
CMS MAGI Noticing Requirements	Requirements & Design	8/15/2014	\$144,210	90%	10%	\$1,003,203	\$5,328,198
New HEIGHTS Application Changes for Security	PHI/PI Encryption and/or segregation - Milestone 2	8/29/2014	\$179,400	90%	10%	\$1,182,603	\$5,507,598
New HEIGHTS Application Changes for Security	PHI/PI Encryption and/or segregation - Milestone 3	8/29/2014	\$179,400	90%	10%	\$1,362,003	\$5,686,998

Initial all pages
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Attachment B-1 – Addendum for Amendment 2

Project	Milestones	Finish Date	Amount	Federal Match	State Match	State Fiscal Year	Federal Fiscal Year
New HEIGHTS Application Changes for Security	Security Vulnerability Remediation - Milestone 1	8/29/2014	\$138,000	90%	10%	\$1,500,003	\$5,824,998
Testing Support	Testing Support - August 14	8/29/2014	\$168,036	90%	10%	\$1,668,039	\$5,993,034
Enhanced Kofax integration with NH EASY/New HEIGHTS	Implementation	9/3/2014	\$43,200	90%	10%	\$1,711,239	\$6,036,234
POA&M Implementation Support	SSP & POA&M PMO Management - September	9/30/2014	\$60,000	90%	10%	\$1,771,239	\$6,096,234
Change Tracking Management	Construction	9/30/2014	\$91,726	90%	10%	\$1,862,965	\$6,187,960
MAGI Benefit Recovery	Requirements & Design	9/30/2014	\$54,356	90%	10%	\$1,917,321	\$6,242,316
Softoon interface for PCG Program Integrity	Construction	9/30/2014	\$123,550	90%	10%	\$2,040,871	\$6,365,866
Testing Support	Testing Support - September 14	9/30/2014	\$168,036	90%	10%	\$2,208,907	\$6,533,902
CMS MAGI Noticing Requirements	Construction, Unit & Integration	10/30/2014	\$162,237	90%	10%	\$2,371,144	\$162,237
New HEIGHTS Application Changes for Security	Security Vulnerability Remediation - Milestone 2	10/31/2014	\$138,000	90%	10%	\$2,509,144	\$300,237
Change Tracking Management	Implementation	10/31/2014	\$30,575	90%	10%	\$2,539,719	\$330,812
Softoon interface for PCG Program Integrity	Implementation	10/31/2014	\$41,183	90%	10%	\$2,580,902	\$371,995
Testing Support	Testing Support - October 14	10/31/2014	\$168,036	90%	10%	\$2,748,938	\$540,031
FDSH TALX Interface	Requirements & Design	11/28/2014	\$123,550	90%	10%	\$2,872,488	\$663,581
Testing Support	Testing Support - November 14	11/28/2014	\$168,036	90%	10%	\$3,040,524	\$831,617
PMO Project Management Support	Policies documentation, including: 1. Awareness and Training 2. Maintenance 3. Media Protection 4. Physical and Environmental 5. Risk Assessment 6. Security Planning 7. Personnel 8. Contingency management plan	12/1/2014	\$132,000	90%	10%	\$3,172,524	\$963,617

Attachment B-1 – Addendum for Amendment 2

Project	Milestones	Finish Date	Amount	Federal Match	State Match	State Fiscal Year	Federal Fiscal Year
New HEIGHTS Application Changes for Security	Policy Definition and Remediation - Milestone 3	12/1/2014	\$110,400	90%	10%	\$3,282,924	\$1,074,017
CMS MAGI Noticing Requirements	Implementation	12/30/2014	\$54,079	90%	10%	\$3,337,003	\$1,128,096
POA&M Implementation Support	SSP & POA&M PMO Management - December	12/31/2014	\$60,000	90%	10%	\$3,397,003	\$1,188,096
POA&M Implementation Support	Final SSP and POA&M Update Report	12/31/2014	\$60,000	90%	10%	\$3,457,003	\$1,248,096
Non-MAGI Medicaid Rules Engine Conversion	Medicaid Medically Necessary Categories	12/31/2014	\$154,437	90%	10%	\$3,611,440	\$1,402,533
New HEIGHTS & NH EASY 508	New HEIGHTS 508	12/31/2014	\$184,250	90%	10%	\$3,795,690	\$1,586,783
MAGI Benefit Recovery Testing Support	Construction	12/31/2014	\$61,151	90%	10%	\$3,856,841	\$1,647,934
FDSH TALX Interface Testing Support	Testing Support - December 14	12/31/2014	\$168,036	90%	10%	\$4,024,877	\$1,815,970
MAGI Benefit Recovery Testing Support	Construction	1/30/2015	\$138,993	90%	10%	\$4,163,870	\$1,954,963
FDSH TALX Interface Testing Support	Testing Support - January 15	1/30/2015	\$168,036	90%	10%	\$4,331,906	\$2,122,999
MAGI Benefit Recovery Testing Support	Implementation	1/31/2015	\$20,384	90%	10%	\$4,352,290	\$2,143,383
FDSH TALX Interface Testing Support	Implementation	2/27/2015	\$46,331	90%	10%	\$4,398,621	\$2,189,714
MAGI Benefit Recovery Testing Support	Testing Support - February 15	2/27/2015	\$168,036	90%	10%	\$4,566,657	\$2,357,750
MAGI Benefit Recovery Testing Support	Testing Support - March 15	3/31/2015	\$168,036	90%	10%	\$4,734,693	\$2,525,786
MAGI Benefit Recovery Testing Support	Testing Support - April 15	4/30/2015	\$168,036	90%	10%	\$4,902,729	\$2,693,822
MAGI Benefit Recovery Testing Support	Testing Support - May 15	5/29/2015	\$168,036	90%	10%	\$5,070,765	\$2,861,858
MAGI Benefit Recovery Testing Support	Testing Support - June 15	6/30/2015	\$168,036	90%	10%	\$5,238,801	\$3,029,894
Enhanced Document Workflow	Requirements & Design	7/1/2015	\$159,080	90%	10%	\$159,080	\$3,188,974
Enhanced Post Eligibility Verification Testing Support	Requirements & Design	7/10/2015	\$150,120	90%	10%	\$309,200	\$3,339,094
Enhanced Document Workflow Testing Support	Testing Support - July 15	7/31/2015	\$168,036	90%	10%	\$477,236	\$3,507,130
Enhanced Document Workflow Testing Support	Testing Support - August 15	8/31/2015	\$168,036	90%	10%	\$645,272	\$3,675,166
Enhanced Document Workflow Testing Support	Construction, Unit & Integration Testing	9/16/2015	\$178,965	90%	10%	\$824,237	\$3,854,131
Enhanced Document Workflow Testing Support	Testing Support - September 15	9/30/2015	\$168,036	90%	10%	\$992,273	\$4,022,167

Initial all pages
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Attachment B-1 – Addendum for Amendment 2

Project	Milestones	Finish Date	Amount	Federal Match	State Match	State Fiscal Year	Federal Fiscal Year
Enhanced Document Workflow	Implementation	10/28/2015	\$59,655	90%	10%	\$1,051,928	\$59,655
Enhanced Post Eligibility Verification	Construction, Unit & Integration Testing	10/30/2015	\$168,885	90%	10%	\$1,220,813	\$228,540
Testing Support	Testing Support - October 15	10/30/2015	\$168,036	90%	10%	\$1,388,849	\$396,576
Testing Support	Testing Support - November 15	11/27/2015	\$168,036	90%	10%	\$1,556,885	\$564,612
Enhanced Post Eligibility Verification	Implementation	12/11/2015	\$56,295	90%	10%	\$1,613,180	\$620,907
Testing Support	Testing Support - December 15	12/31/2015	\$168,036	90%	10%	\$1,781,216	\$788,943
Total	N/A	N/A	\$11,345,012	90%	10%	\$11,345,012	\$11,345,012

Initial all pages
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State of New Hampshire Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of September, A.D. 2013

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

William M. Gardner
Secretary of State



ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

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

WORKER'S COMP (CONT'D)

CARRIER: ILLINOIS NATIONAL INSURANCE CO.
 POLICY NO: 039901225 (FL)
 POLICY TERM: 6/1/13 - 6/1/14



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

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

Nicholas A. Toumpas
 Commissioner

Terry R. Smith
 Director

August 28, 2012

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

APPROVED BY _____
 DATE 10/3/12
 PAGE 5
 ITEM # 36

REQUESTED ACTION

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

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

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

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

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

His Excellency, Governor John H. Lynch

and the Honorable Executive Council

August 28, 2012

Page 2

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

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

EXPLANATION

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

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

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

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

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

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

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

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

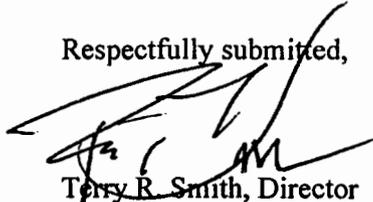
This project was identified in the New Hampshire Information Technology Plan 2005 – 2009, Appendix VII, Project ID 79 – Contractor operational support of existing system with the Strategic Theme of Improving and Standardizing State Government IT Infrastructure.

Geographic area served: Statewide

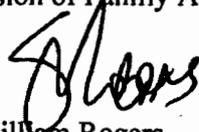
Source of Funds: Federal Funds of 76.76% from multiple benefiting federal programs and 23.24% State General Funds.

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

Respectfully submitted,

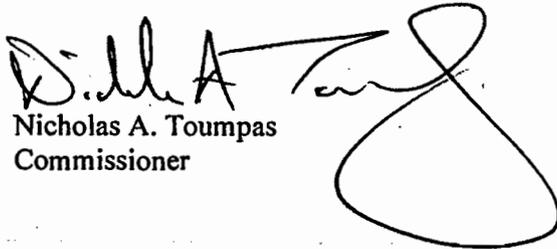


Terry R. Smith, Director
Division of Family Assistance



S. William Rogers
Commissioner
Department of Information Technology

Approved by:



Nicholas A. Toumpas
Commissioner



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

Nicholas A. Toumpas
 Commissioner

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

William L. Baggeroer
 Chief Information Officer

August 28, 2012

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

Requested Action and Explanation

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

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

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

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

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

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

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

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

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

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

Prior Related Actions

There are no prior related actions.

Alternatives and Benefits

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Anticipated benefits of the New HEIGHTS initiative include:

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

Impact on Other State Agencies and Municipalities

DHHS does not anticipate any impact to other state agencies.

Requisition Information:

Vendor Name <u>Deloitte LLP</u>

Funding Sources and Amounts:

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

CONTACT PERSON

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

CERTIFICATION

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

Respectfully submitted,



William L. Baggeroer
Chief Information Officer

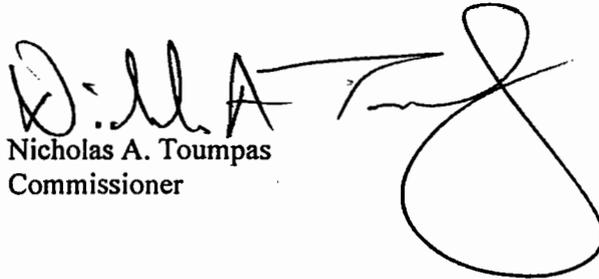


Terry R. Smith, Director
Division of Family Assistance



Steven Kelleher
Information Technology Manager, DHHS
Department of Information Technology

Approved by:



Nicholas A. Toumpas
Commissioner

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



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

S. William Rogers
Commissioner

September 7, 2013

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

Dear Commissioner Toumpas:

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

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

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

Sincerely,

S. William Rogers

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

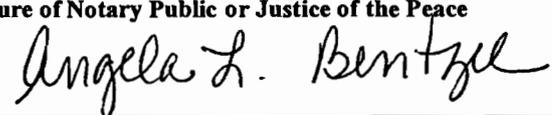
Subject: New HEIGHTS Service Modernization and Incremental Renewal

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Dept of Health & Human Services Division of Family Assistance		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Deloitte Consulting LLP		1.4 Contractor Address 2601 Market Place, 2nd Floor Harrisburg, PA 17110	
1.5 Contractor Phone Number +1 (717) 651-6240	1.6 Account Number	1.7 Completion Date September 30, 2016	1.8 Price Limitation \$28,367,824.33
1.9 Contracting Officer for State Agency Mary Calise		1.10 State Agency Telephone Number 603-271-9285	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sundhar Sekhar, Principal	
1.13 Acknowledgement: State of PA, County of Dauphin On <u>8/14/2012</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Angela L Bentzel, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Terry R. Smith, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herrick, Attorney On: <u>31 Aug. 2012</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

Contractor initials: 
Date: 8/17/12

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in

no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer

[Handwritten initials and date]

identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

EXHIBIT A SCOPE OF WORK

1.0 INTRODUCTION

1.1 PURPOSE

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

1.2 SCOPE

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

1.3 PERIOD OF PERFORMANCE

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

1.4 DEFINITIONS

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

Contractor initials: _____
Date: _____



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

1.5 Order of Precedence

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

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

1.6 Reviews

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

2. NOTICES

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

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

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

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

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

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

3. SCOPE OF SERVICES

3.1 The Contractor shall provide the State with:

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

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

3.2 The State shall provide the Contractor with:

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

4. PROJECT MANAGEMENT AND RESPONSIBILITIES

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

5. COMMUNICATION AND REPORTING

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

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

6. TESTING

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

7. SYSTEM DOCUMENTATION

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

8. ASSUMPTIONS AND DEPENDENCIES

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

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

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

9. CHANGE ORDERS

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

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

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

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

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

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

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

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

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

10. DISPUTE RESOLUTION

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

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

10.1 Invocation of Progressive Dispute Negotiation.

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

10.2 Progression of Management Involvement.

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

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

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

[Handwritten Signature]
[Handwritten Date]

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

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

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

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

Contractor initials:
Date:

EXHIBIT B PAYMENT TERMS

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

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

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

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

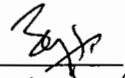
A combination of Capital and Operating funding requests is being submitted for the full funding of this contract as part of the budget process for SFY 2014/2015.

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

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

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

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

Contractor initials: 

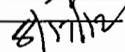
Date: 

EXHIBIT C SPECIAL REQUIREMENTS

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

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

- 2 Standard State Agreement Paragraph 13, Indemnification, is deleted, and in place thereof is inserted:

- 13.1 The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor, its subcontractors, and assignees.
- 13.2 The Contractor shall require any subcontractor, delegates, or transferees to agree in writing to defend, indemnify and hold harmless the State, its officers and employees from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the subcontractor, delegate, or transferee.
- 13.3 The Contractor's monetary limitation liability to the State shall not exceed two times the total Agreement price, except it shall not apply to the following provisions.
- 13.4 Notwithstanding the monetary limitation contained in paragraph 13.3 above, in the event a claim or action is brought against the State in which infringement and/or a violation of HIPAA is alleged, the Contractor, at its own expense, shall defend, indemnify and hold harmless the State against all such claims or actions for any expenses, costs or damages, including legal fees and expenses, incurred by the State in connection with such claims or actions.
- 13.5 Further, notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.
- 13.6 This covenant shall survive the termination of the Agreement.

- 3 Following Standard State Agreement Paragraph 9.3 insert:

Contractor initials: _____

Date: _____

[Handwritten initials and date]

9.3.1 All applicant and/or recipient materials and information provided to the Contractor by the State or acquired by the Contractor on behalf of the State whether oral, written, magnetic tape, cards or otherwise shall be regarded as confidential information in accordance with the provisions of federal and State law and ethical standards, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with federal and State law and ethical standards.

9.3.2 This provision shall not apply to any information, or any portion thereof, which is required to be disclosed by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, or by law, rule or regulation provided that prior to such disclosure by the Contractor the State is given reasonable advance notice of such order and an opportunity to object to such disclosure. The Contractor shall carry out its confidentiality obligations using the same degree of care that it uses in protecting its own proprietary information, but at least a reasonable degree of care. Notwithstanding anything herein to the contrary, the Contractor shall have the right to retain one copy of confidential information and any summaries, analyses, notes or extracts prepared by the Contractor which are based on or contain portions of confidential information evidencing its services for the State as required by law, regulation, professional standards or reasonable business practice.

- 4 Notwithstanding anything to the contrary in this Agreement, the State shall have all rights of ownership of all deliverables, application software and documentation associated with this project for which the State has made payment in accordance with the terms and conditions of this Agreement.
- The State shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any deliverable, application software and documentation associated with this project for which the State has made payment in accordance with the terms and conditions of this Agreement.
 - With the prior approval of the State, to the extent that the Contractor utilizes any of its property (including, without limitation, any hardware or proprietary software of the Contractor or any proprietary or confidential information of the Contractor or any trade secrets of Contractor and excluding the State's application software, deliverables, and documentation) in performing services hereunder, such property shall remain the property of the Contractor and the State shall acquire no right or interest in such property. Nothing in this Agreement shall be construed as precluding or limiting in any way the right of the Contractor to provide consulting, auditing or other services of any kind or nature whatsoever to any person or entity as the Contractor in its sole discretion deems appropriate. In furtherance of the foregoing and not in limitation and notwithstanding any contrary provision of this Agreement, the Parties hereby acknowledge and agree that the Contractor shall have ownership and copyright ownership of, including, without limitation, all rights to use, disclose and otherwise employ its ideas, concepts, know-how, methods, techniques, processes, and skills, and adaptations thereof (including, without limitation, function, system and data models; the generalized features of the structure, sequence and organization of software and the user interfaces and screen designs; general purpose routines, tools and utilities; and procedures, processes, logic coherence and methods of operation of systems) in conducting its business (including, without limitation, providing services or creating programming or materials for other clients), and the State shall not assert against Contractor or its personnel any prohibitions or restraint from so doing.
 - Appropriate Federal and/or State representatives will have access to work in progress and to pertinent cost records of the Contractor and its subcontractors at such intervals, as any representative shall deem necessary. All records associated with this project must be retained for a period of five years after final payment or resolution of any litigation.
- 5 The State, or any of its entities, shall not hire or contract with any Contractor personnel or sub-contractor personnel that have been directly and substantively involved in the work related to this Agreement during the term of this Agreement and for three (3) months following the end of this Agreement unless written consent is granted by the Contractor.
- 6 Should the State fail to make all payments in a timely manner as required hereunder, or otherwise be in breach of this Agreement, including, without limitation, failure of the State to timely perform its obligations under this Agreement, following the unsuccessful conclusion of dispute resolution as described in Section 10 of Exhibit A, Contractor upon thirty (30) days written notice to the State, may terminate this Agreement if the State fails to cure its breach within such thirty (30) days notice period or in the absence of a greater

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

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

Exhibit C-I Additional Special Provisions

1) Gratuities or Kickbacks

The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

2) Retroactive Payments-Individual Services

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

3) Retroactive Payments-Contractor Services

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

4) Audit Requirement

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

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

5) Credits

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

6) Debarment, Suspension and Other Responsibility Matters

If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

Contractor initials: _____

Date: _____

Handwritten signature and date in black ink.

CERTIFICATE

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

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

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



Deborah Ferreira, Director
Deloitte Consulting LLP
Camp Hill Office



Sundhar Sekhar, Principal
Deloitte Consulting LLP
Camp Hill Office

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



Deborah Ferreira

PENNSYLVANIA

COUNTY OF DAUPHIN

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

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

My Commission Expires: 06/08/2015

Angela L. Bentzel
Notary Republic

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Angela L. Bentzel, Notary Public
Susquehanna Twp., Dauphin County
My Commission Expires June 8, 2015

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Contractor initials: DF/S

Date: 8/17/12

CERTIFICATE EXHIBIT A

I, SUNDHAR SEKHAR, DO HEREBY CERTIFY THAT:

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

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

Sundhar Sekhar
Sundhar Sekhar

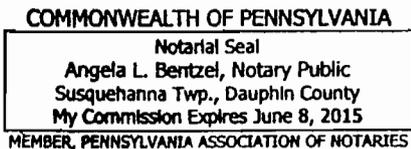
PENNSYLVANIA

COUNTY OF DAUPHIN

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

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

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



Contractor initials: [Signature]
Date: 8/17/12



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/14/2012

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

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

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 709965-\$25M-12-13	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Deloitte LLP Deloitte & Touche LLP Deloitte Consulting LLP Deloitte Tax LLP, Deloitte Financial Advisory Services LLP Ten Westport Road Wilton, CT 06897-0820	INSURER A : National Union Fire Ins Co Pittsburgh PA		19445
	INSURER B : Insurance Company Of The State Of PA		19429
	INSURER C : Illinois National Ins Co		23817
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** NYC-005362029-07 **REVISION NUMBER:** 6

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		GL5076462	06/01/2012	06/01/2013	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CA2714625 *Auto Physical Damage* *\$500 DEDUCTIBLE COMP/COLL*	06/01/2012	06/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		13273208	06/01/2012	06/01/2013	EACH OCCURRENCE	\$ 4,000,000
						AGGREGATE	\$ 4,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC15110298 (AOS) WC15110299 (CA) WC15110301 (MA, WI) WC15110300 (FL)	06/01/2012	06/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER STATE OF NEW HAMPSHIRE DEPT. OF HEALTH & HUMAN SERVICES OFFICE OF COMMISSIONER 129 PLEASANT STREET CONCORD, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Nancy Bartolino <i>Nancy Bartolino</i>
---	---

Handwritten signature/initials



30

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

Nicholas A. Toumpas
Commissioner

Carol E. Sideris
Director

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

March 11, 2013

SOLE SOURCE
G&C Approved

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

Date 4-3-13
Item # 408

REQUESTED ACTION

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

AMENDMENT = 90% FED 10% GEN

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

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

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

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

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

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

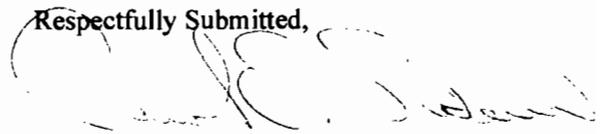
The State will be working with Deloitte Consulting daily ensuring that the deliverables outlined in this contract amendment are met. Additionally, the Centers for Medicare & Medicaid Services are also working closely with both the State and the vendor to ensure timely implementation.

Geographic area served: Statewide

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

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

Respectfully Submitted,



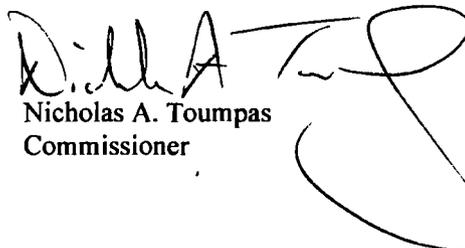
Carol E. Sideris
Division of Client Services

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
March 11, 2013
Page 4



Peter Hastings
Interim Commissioner
Department of Information Technology

Approved by:



Nicholas A. Toumpas
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Peter C. Hastings
Acting Commissioner

March 15, 2013

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

Dear Commissioner Toumpas:

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

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

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

Sincerely,

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

Peter C. Hastings

v

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

And inserting in its place:

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

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

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

And inserting in its place:

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



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

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

And inserting in its place:

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

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

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

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

And inserting in its place:

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

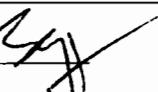
A combination of Capital and Operating funding requests is being submitted for the full funding of this contract as part of the budget process for SFY 2014/2015.

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

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

And inserting in its place:

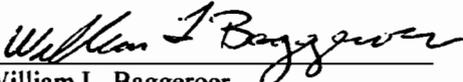
- a) The Parties further agree that the invoices will contain the payment number and the services as indicated in Attachment B-1: Service Modernization, Incremental Renewal and FFE Milestones Amendment 1 and the Contractor has no obligation to provide details in the invoice for state and federal cost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



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

State of New Hampshire
Office of Information Systems

Date 03/12/13



William L. Baggeroer
Director

State of New Hampshire
Division of Client Services

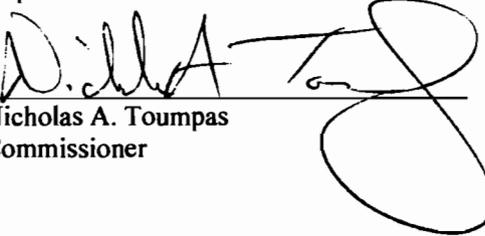
Date 3/12/13



Carol E. Sideris
Director

State of New Hampshire
Department of Health and Human Services

Date 3/22/13

Approved by: 

Nicholas A. Toumpas
Commissioner

Deloitte Consulting, LLP

Date 3/6/13



Sundhar Sekhar, Principal
Deloitte Consulting LLP

Initial all pages
Vendor Initials 

STATE OF
COUNTY

On this the 12th day of March 2013, before me, Theresa M. Jones
the undersigned officer, personally appeared William S. Baggeesen, known to me (or satisfactorily
proven) to be the person whose name subscribed to the within instrument, and acknowledged that he/she executed
the same for purposes therein contained.
In witness thereof I hereto set my hand and official seal.


Notary Public
My Commission Expires _____

THERESA M. JONES, Notary Public
My Commission Expires September 19, 2017

STATE OF
COUNTY

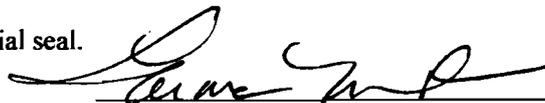
On this the 12th day of March 2013, before me, Theresa M. Jones
the undersigned officer, personally appeared Carol E. Siderer, known to me (or satisfactorily
proven) to be the person whose name subscribed to the within instrument, and acknowledged that he/she executed
the same for purposes therein contained.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


Notary Public
My Commission Expires _____

THERESA M. JONES, Notary Public
My Commission Expires September 19, 2017

STATE OF
COUNTY

On this the 22 day of March 2013, before me, Theresa M. Jones
the undersigned officer, personally appeared Nicholas A. Tomper, known to me (or satisfactorily
proven) to be the person whose name subscribed to the within instrument, and acknowledged that he/she executed
the same for purposes therein contained.
In witness thereof I hereto set my hand and official seal.


Notary Public
My Commission Expires _____

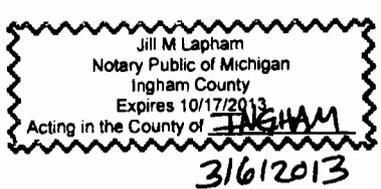
THERESA M. JONES, Notary Public
My Commission Expires September 19, 2017

STATE OF Michigan

COUNTY OF Ingham

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

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



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

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

OFFICE OF THE ATTORNEY GENERAL

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

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

Office of the Secretary of State

By: _____
Title: _____
Date: _____

Initial all pages
Vendor Initials [Signature]

CERTIFICATE

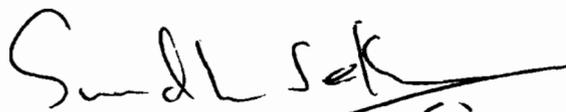
I, David Parent, Principal of Deloitte Consulting LLP, do hereby certify that:

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

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

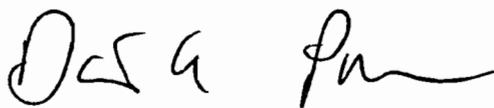


David Parent, Principal
Deloitte Consulting LLP
Detroit Office



Sundhar Sekhar, Principal
Deloitte Consulting LLP
Camp Hill Office

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



David Parent

MICHIGAN

COUNTY OF INGHAM

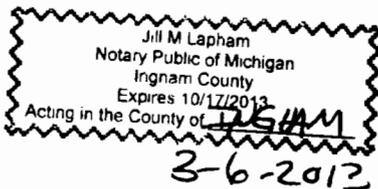
On this 6th day of March, 2013, before me, Jill M. Lapham, the undersigned officer, personally appeared David Parent who acknowledged himself to be a Principal of Deloitte Consulting LLP, a Delaware limited partnership, and that he, as such Principal, being authorized to do so, executed the foregoing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

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

My Commission Expires: 10-17-2013



Notary Republic



CERTIFICATE EXHIBIT A

I, **SUNDHAR SEKHAR**, DO HEREBY CERTIFY THAT:

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

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

Sundhar Sekhar
Sundhar Sekhar

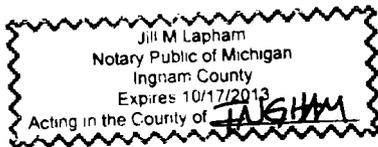
MICHIGAN

COUNTY OF INGHAM

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

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

My Commission Expires: 10-17-2013 Jill M. Lapham
Notary Republic

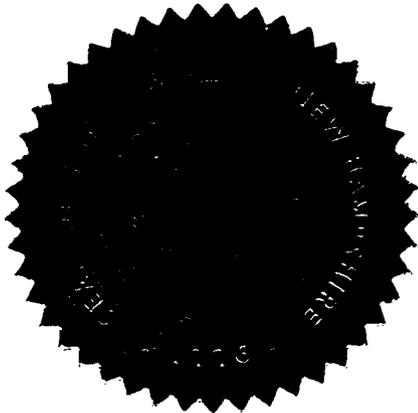


3-6-2013

State of New Hampshire
Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of August, A.D. 2012

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

William M. Gardner
Secretary of State

