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

Denis Goulet
 Commissioner

October 20, 2022

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

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT), on behalf of the Department of Health and Human Services (DHHS), Division of Economic and Housing Stability, to enter into a **Retroactive** contract with Deloitte Consulting, LLP., (VC174776), Boston, MA, in the amount of \$23,500,422.40 to provide maintenance, operations and enhancement services for DHHS's integrated eligibility system known as New HEIGHTS and the associated self-service portal known as NH EASY Gateway to Services with the option to renew for up to three (3) three (3) year terms, effective retroactive to September 30, 2022, upon Governor and Executive Council approval through September 30, 2025.

100% Other (Agency Class 27) funds: the Agency Class 027 used by the Department of Health and Human Services to reimburse DoIT is 57% Federal, 43% General.

Funds are available in the following account for State Fiscal Year 2023 are anticipated to be available in State Fiscal Year 2024 through 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

CAT#-DEPT#-AGENCY#-ACTIVITY#- ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME -ACCOUNTING UNIT NAME_CLASS- OBJECT - DESC	Activity Code	FY 23	FY 24	FY 25	FY 26	Total
01-03-03-030010-76950000 DoIT- IT for DHHS 046-500465 IT Consul-Non Benefit	03950041	\$5,625,110.40	\$7,762,227.20	\$8,034,208.00	\$2,078,876.80	\$23,500,422.40

EXPLANATION

This request is **Retroactive** because the fully executed contract documents took longer to develop than the original established timeline had indicated. The complexity of the contract, federal review requirements and staff attrition all contributed to the delay in presenting at an earlier Governor and Executive Council meeting.

The purpose of this request is to provide necessary maintenance to New HEIGHTS, the enterprise case management system for DHHS, which supports extensive and complex business functions. As such, ongoing maintenance and operations of New HEIGHTS is essential to the provision of services to New Hampshire citizens and the fulfillment of the mission of DHHS, as well as mandates based on State and Federal requirements.

DHHS utilizes New HEIGHTS to consolidate and replace siloed legacy systems, automate manual tasks that support multiple caseloads, case management, reporting, and system interfaces, and client engagement and community stakeholder engagement through the NH EASY Gateway to Services self-service web portal, and improve person- and family-centric care through enhanced interoperability.

DHHS will monitor services by:

- Reviewing vendor reporting processes and systems for data integrity.
- Performing file reviews to ensure vendor compliance with state and federal laws and rules in the administration of the contract.
- Assessing vendor compliance with applicable contract objectives and requirements.

DHHS selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the DHHS's website from September 17, 2021 through December 30, 2021. DHHS received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

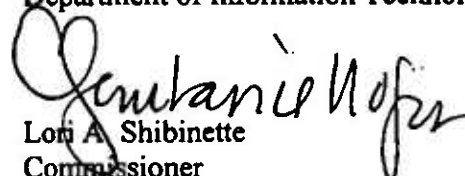
As referenced in Part 3, Exhibit A, Special Provisions, Section A.1, Contract Term, Subsection 3.3., of the attached agreement, the parties have the option to extend the agreement for up to three (3) terms of three (3) additional years each, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, services to New Hampshire citizens and the fulfillment of the mission of DHHS, as well as mandates based on State and Federal requirements will not be upheld.

Respectfully Submitted,



Denis Goulet
Commissioner
Department of Information Technology



Lori A. Shibanette
Commissioner
Department of Health and Human Services

DoIT #2020-095
RID: 53489

cc: Michael Williams, DoIT IT Manager for DHHS



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DEPARTMENT OF INFORMATION TECHNOLOGY

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Denis Goulet
Commissioner

October 20, 2022

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

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request for DoIT, on behalf of the Department of Health and Human Services, to enter into a **Retroactive** contract with Deloitte Consulting, LLP., Boston, MA, as described below and referenced as DoIT 2020-095.

The purpose of this contract is for Deloitte Consulting to provide ongoing maintenance and support to New HEIGHTS, the enterprise case management system for DHHS, which supports extensive and complex business functions. Ongoing maintenance and operations of New HEIGHTS is essential to the provision of services to New Hampshire citizens and the fulfillment of the mission of DHHS, as well as mandates based on State and Federal requirements.

The price limitation for this contract is \$23,500,422.40 and shall become effective retroactive to September 30, 2022, upon Governor and Executive Council approval through September 30, 2025.

A copy of this letter will accompany the Department of Information Technology's submission to the Governor for approval.

Sincerely,

Denis Goulet

DG/ik
DoIT #2020-095
cc: Mike Williams, IT Manager, DoIT

Subject: New Heights Maintenance and Enhancements (RFP-2023-DEHS-01-NEWHE)

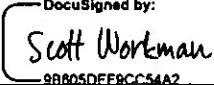
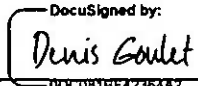
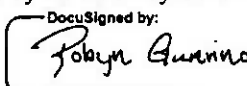
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Information Technology		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301 -3857	
1.3 Contractor Name Deloitte Consulting, LLP		1.4 Contractor Address 200 Berkeley Street, 10 th Floor Boston, MA 02116	
1.5 Contractor Phone Number (603) 630-2355	1.6 Account Number 10-03-03-030010-76950000	1.7 Completion Date 9/30/2025	1.8 Price Limitation \$23,500,422.40
1.9 Contracting Officer for State Agency Denis Goulet		1.10 State Agency Telephone Number (603) 223-5703	
1.11 Contractor Signature DocuSigned by:  Date: 10/17/2022		1.12 Name and Title of Contractor Signatory Scott Workman Managing Director	
1.13 State Agency Signature DocuSigned by:  Date: 10/19/2022		1.14 Name and Title of State Agency Signatory Denis Goulet Commissioner and CIO	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 10/19/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials 
Date 10/17/2022

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

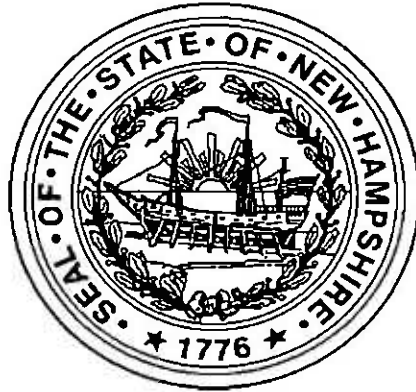
20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.



STATE OF NEW HAMPSHIRE

The Department of Information Technology

on behalf of

the Department of Health and Human Services

New Heights Maintenance and Enhancements

RFP-2023-DEHS-01 -NEWHE

DoIT #2020-95

STATE OF NEW HAMPSHIRE
THE DEPARTMENT OF INFORMATION TECHNOLOGY
New Heights Maintenance and Enhancements
RFP-2023-DEHS-01-NEWHE DoIT#2020-095
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

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State of NH Contract

Date: 10/17/2022

Contractor’s Initials

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STATE OF NEW HAMPSHIRE
THE DEPARTMENT OF INFORMATION TECHNOLOGY
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PART 2 – INFORMATION TECHNOLOGY PROVISIONS

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STATE OF NEW HAMPSHIRE
THE DEPARTMENT OF INFORMATION TECHNOLOGY
New Heights Maintenance and Enhancements
RFP-2023-DEHS-01-NEWHE DoIT#2020-095
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through the Department of Information Technology on behalf of New Hampshire Department of Health and Human Services, Division of Economic and Housing Stability (“State”), and Deloitte Consulting LLP, a Limited Liability Partnership, (“Contractor”), having its principal place of business at 30 Rockefeller Plaza New York, NY, 10112.

RECITALS

Whereas the State desires to have the Contractor provide maintenance, operations and enhancement services for the DHHS New HEIGHTS and NH EASY Gateway to Services systems and associated Services for the State;

Whereas the Contractor wishes to provide maintenance, operations and enhancement services for the DHHS New HEIGHTS and NH EASY Gateway to Services systems and associated Services for the State; to the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1. Contract Documents

This Contract Agreement RFP-2023-DEHS-01 -NEWHE DoIT#2020-095 is comprised of the following documents:

- A. Part 1 – Form P-37 General Provision
- B. Part 2 – Information Technology Provisions
- C. Part 3 – Exhibits

Exhibit A – Special Provisions

Exhibit B – Scope of Services

Exhibit C – Price and Payment Schedule

Exhibit D – Administrative Services

Exhibit E – Implementation Services

Exhibit F – Testing Services

State of NH Contract

Date: 10/17/2022

Contractor’s Initials

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STATE OF NEW HAMPSHIRE
THE DEPARTMENT OF INFORMATION TECHNOLOGY
New Heights Maintenance and Enhancements
RFP-2023-DEHS-01-NEWHE DoIT#2020-095
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Exhibit G – Work Plan
Exhibit H – Agency RFP with Addendums
Exhibit I – Certificates and Attachments
Exhibit J – Vendor Proposal, by Reference
Attachment 1 Department of Health and Human Services Exhibits

1.2. ORDER OF PRECEDENCE

- In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:
 - State of New Hampshire, Department of Health and Human Services Contract Agreement RFP-2023-DEHS-01-NEWHE DoIT #2020-095 – New Heights Maintenance, including the following:
 - Part 1 – Form P-37 General Provision
 - Part 2 – Information Technology Provisions
 - Part 3 – Exhibits
- Exhibit A – Special Provisions
Exhibit B – Scope of Services
Exhibit C – Price and Payment Schedule
Exhibit D – Administrative Services
Exhibit E – Implementation Services
Exhibit F – Testing Services
Exhibit G – Work Plan
Exhibit H – Agency RFP with Addendums
Exhibit I – Certificates and Attachments
Exhibit J – Vendor Proposal, by Reference
Attachment 1 Department of Health and Human Services Exhibits
- State of New Hampshire, Department of Health and Human Services RFP-2023-DEHS-01-NEWHE DoIT #2020-095 – New Heights Maintenance
 - Vendor Proposal Response to Department of Health and Human Services RFP-2023-DEHS-01-NEWHE DoIT #2020-095 – New Heights Maintenance, dated December 29, 2021

State of NH Contract
Date: 10/17/2022
Contractor's Initials

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STATE OF NEW HAMPSHIRE
THE DEPARTMENT OF INFORMATION TECHNOLOGY
New Heights Maintenance and Enhancements
RFP-2023-DEHS-01-NEWHE DoIT#2020-095
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

2. CONTRACT TERM

- 8.1. The Contract shall begin on the Effective Date and may extend through the date indicated in Part 1, P-37 General Provisions - Block 1.7: Completion Date and Exhibit A, Special Provisions Section 3.3.
- 8.2. The Contractor shall commence work upon issuance of a Notice to Proceed by the State.

3. COMPENSATION

3.1. Non-Exclusive Contract

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement or make an award by item, part or portion of an item, group of items, or total proposal.

4. CONTRACT MANAGEMENT

The project will require the coordinated efforts of a Project Team consisting of both the Contractor and State personnel. The Contractor shall provide all necessary resources to perform its obligations under the Contract. The Contractor shall be responsible for working with the State to manage the project in order to meet the requirements.

4.1. Contractor's Contract Manager

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

Scott Workman
200 Berkeley Street 10th Floor
MA 02116603-630-2355
sworkman@deloitte.com

4.2. Contractor's Project Manager

- 4.2.1. The Contractor shall assign a Project Manager who meets the requirements of the Contract. The Contractor's selection of the Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Contractor's

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Project Manager’s resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of the Contractor’s Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State’s satisfaction.

- 4.2.2. The Contractor’s Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as the Contractor’s representative for all administrative and management matters.
- 4.2.3. The Contractor shall not change its assignment of the Contractor’s Project Manager without providing the State written justification and obtaining the prior written approval of the State with exception due to illness, separation, or other similar circumstance. State approvals for replacement of the Contractor’s Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than of the Contractor’s Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described below in Part 2 – Information Technology Provisions, Section 4.2.5: Contract Project Manager, and in Part 2 – Information Technology Provisions, Section 4.6: Reference and Background Checks, below. The Contractor shall assign a replacement of the Contractor’s Project Manager within ten (10) business days of the departure of the prior Contractor’s Project Manager, and the Contractor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Project Manager.
- 4.2.4. Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare the Contractor in default and pursue its remedies at law and in equity, if the Contractor fails to assign a Contractor Project Manager meeting the requirements and terms of the Contract.
- 4.2.5. Contractor Project Manager is:

Scott Workman
200 Berkeley Street 10th Floor
MA 02116
603-630-2355
sworkman@deloitte.com

4.3. Contractor’s Key Project Staff

- 4.3.1. The Contractor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in the RFP and further defined within this contract. The State may conduct

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reference and background checks on the Contractor’s Key Project Staff. The State reserves the right to require removal or reassignment of the Contractor’s Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with Part 2 – Information Technology Provisions, Section 4.6: Background Checks.

4.3.2. The Contractor shall not change any of the Contractor’s Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State with exception due to illness, separation, or other similar circumstance. State approvals for replacement of the Contractor’s Key Project Staff will not be unreasonably withheld. The replacement of the Contractor’s Key Project Staff shall have comparable or greater skills than of the Contractor’s Key Project Staff being replaced; meet the requirements of the Contract , including but not limited to the requirements set forth in RFP Appendix C: System Requirements and Deliverables and be subject to reference and background checks described in Part 2 – Information Technology Provisions, Section 4.6: Reference and Background Checks.

4.3.3. Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare the Contractor in default and to pursue its remedies at law and in equity, if the Contractor fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with the Contractor’s replacement Project staff.

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

<u>R</u> eddy Komma	Application Manager/Solution Architect
Lou Allam	Technical Lead
Venu Uppalapati	Track Manager #1
Ashfaq Siddiqui	Track Manager #2
Naveen Narreddy	Track Manager #3
Srinivas Kovuri	Track Manager #4
Saravanan Sampath Kumar	Database Administrator #1
Srinivasa Lavu	Database Administrator #2

4.4. State Contract Manager

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

Adam LeCain

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64 South St.
Concord NH, 03301
(603)271-8427
Adam.LeCain@dhhs.nh.gov

4.5. State Project Manager

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

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

4.5.2. The State Project Manager is:

Adam LeCain
64 South Street
Concord NH, 03301
(603)271-8427
Adam.LeCain@dhhs.nh.gov

4.6. Reference and Background Checks

4.6.1. The Contractor shall conduct criminal background checks, at its own expense, and not utilize any staff, including Subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents. Contractor workforce shall not be permitted to handle, access, view, store or discuss NH DHHS Confidential Data until an attestation is received by the Contractor that all Contractor workforce associated with fulfilling the obligations of this Contract are, based on NH DHHS provided criteria herein and their job

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responsibility requirements, eligible to participate in work associated with this Contract. Contractor agrees it will initiate a criminal background check re-investigation of all workforce assigned to this Contract every five years. The five year period will be based on the date of the last Criminal Background Check conducted by the Contractor or its Agent.

- 4.6.2. The State may, at its sole expense, conduct reference and background screening of the Contractor Project Manager and the Contractor Key Project Staff. The State shall maintain the Confidentiality of background screening results in accordance with Part 2 – Information Technology Provisions, Section 11: Use of State’s Information, and Confidentiality.

5. DELIVERABLES

5.2. Deliverables and Services

The Contractor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Part 3 – Exhibit B: Scope of Services. Upon its submission of a Deliverable or Service, the Contractor represents that it has performed its obligations under the Contract associated with the Deliverable or Services.

5.3. Non-Software and Written Deliverables Review and Acceptance

After receiving written Certification from the Contractor that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the Requirements outlined in Part 3 – Exhibit B: Scope of Services. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State’s receipt of the Contractor’s written Certification. If the State rejects the Deliverable, the State shall notify the Contractor of the nature and class of the Deficiency (failure of the Deliverable to comply with its applicable Requirements) and the Contractor shall correct the Deficiency within the period identified in the Work Plan. If no period for the Contractor’s correction of the Deliverable is identified, the Contractor shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If the Contractor fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or terminate the Contract per the termination provisions in P-37, Section 8, declare the Contractor in default, and pursue its remedies at law and in equity.

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6. SOFTWARE

- 6.1. The Contractor shall consult with the State on software that would benefit the New Heights project to achieve business goals as needed. Licensing of third-party products will be completed by the State.
- 6.2. Should any custom code be developed under this agreement, Contractor agrees that the State owns the custom code and the Contractor shall not use it without written State approval.
- 6.3. FNS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal government purposes, such software, modifications and documentation [designed, developed or installed with Federal funds].” - 7 CFR 277.18(l)(ii)

7. SERVICES

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

7.1. Administrative Services

The Contractor shall provide the State with the administrative Services set forth in the Contract, and particularly described in Part 3 – Exhibit D: Administrative Services.

7.2. Implementation Services

The Contractor shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Part 3 – Exhibit E: Implementation Services.

7.3. Testing Services

The Contractor shall perform testing Services for the State set forth in the Contract, and particularly described in Part 3 – Exhibit F: Testing Services

9. CHANGE ORDERS

- 9.1. The State may make changes or revisions at any time by written a mutually agreed upon Change Order. The State originated changes or revisions shall be approved by the Department of Information Technology. Within five (5) business days of the Contractor's

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receipt of a Change Order, the Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

- 9.2. The Contractor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to the Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an Agreement in writing.
- 9.3. All Change Order requests from the Contractor to the State, and the State acceptance of the Contractor's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

10. INTELLECTUAL PROPERTY

10.1. State's Data and Property

All rights, title and interest in State Data shall remain with the State. Except for Contractor Technology, all data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason. "Contractor Technology" means all works of authorship, materials, information and other intellectual property created prior to or independently of the performance of the Services, or created by the Contractor or its subcontractors as a tool for their use in performing the Services, plus any modifications or enhancements thereto and derivative works based thereon. The Contractor shall not access State user accounts or State data, except:

- a. in the course of Data center operations;
- b. in response to service or technical issues;
- c. as required by the express terms of this Contract; or
- d. at the State's written request.

10.2. State Website Copyright

WWW Copyright and Intellectual Property Rights

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

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11. SURVIVAL

This Contract Agreement Part 2 – Information Technology Provisions, Section 10: Intellectual Property shall survive the termination of the Contract.

12. DISPUTE RESOLUTION

- 12.1. Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the “Invoking Party”) shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party’s right to any other remedy permitted under the Contract.
- 12.2. The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:
- 12.3. The allotted time for the first level negotiations shall begin on the date the Invoking Party’s notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party’s notice is received by the other party.

LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
Primary	Project Manger.	Project Manager	Five (5) Business Days
First	Eastern Sub-Sector Lead	Director of Economic & Housing Stability	Ten (10) Business Days
Second	Health Service Technology Lead	Director of Information Services	Ten (10) Business Days
Third	Government & Public Services (GPS) Customer & Marketing (C&M)	Commissioner / CIO-DoIT	Fifteen (15) Business Days

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14. GENERAL CONTRACT REQUIREMENTS

14.2. Insurance certificate

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

14.3. Exhibits

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

14.4. Electronic Execution

An electronically transmitted version of this Agreement may be considered the original and the Contractor will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

14.5. Data Protection

The Contractor shall comply with the DHHS Information Security Requirements, Exhibit K.

14.6. Privacy Impact Assessment

14.6.1. Upon request, the Contractor must allow and assist the State to conduct a Privacy Impact Assessment (PIA) of the Application if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored in collaboration with DoIT and the Technical Services Group (TSG) team. To conduct the PIA the Contractor must provide the State access to applicable systems and documentation sufficient to allow the State to assess, at minimum, the following in collaboration with DoIT and the Technical Services Group (TSG) team:

14.6.1.1. How PII is gathered and stored;

14.6.1.2. Who will have access to PII;

14.6.1.3. How PII will be used in the system;

14.6.1.4. How individual consent will be achieved and revoked; and

14.6.1.5. Privacy practices.

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14.6.1.6. The State may conduct follow-up PIA's in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

14.7. Data Location

The Contractor shall provide its Services to the State and its end users solely from data centers within the contiguous United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the contiguous United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, unless express prior written consent is obtained from the State's Deputy Information Security Officer or designee. The Contractor shall not permit its personnel and Contractors to access State data remotely outside of the contiguous United States only to provide technical support and as specified or required by the contract, unless express prior written consent is obtained from the State's Deputy Information Security Officer or designee.

14.9. Contract Audit

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

14.11. Advance Notice

The Contractor shall give advance notice to the State of upgrades (e.g., major upgrades, minor upgrades, System changes) that may impact Service availability and performance using the jointly agreed New HEIGHTS and DoIT release management practices.

14.13. Non-Disclosure and Separation of Duties

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

14.14. Import and Export of Data

The State shall have the ability to import or export Data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to securely import or export Data to/from other Service providers.

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14.15. Responsivities and Uptime Guarantee

The Contractor shall be responsible for the operation of software associated with this application related to the Services being provided. in collaboration with DoIT and TSG as defined Part 3 – Exhibit B: Scope of Services..

14.16. Right to Remove Individuals

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

15.CONTRACT END-OF-LIFE TRANSITION SERVICES

15.1 If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the State and, if applicable, the Contractor engaged by the State to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as “Recipient”). Contract end of life services shall be provided at no additional cost. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the State, the Contractor shall begin working with the State and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The State shall provide the DTP template to the Contractor that will include termination of interfaces.

15.2. The Contractor shall use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its Affiliates to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure (“Internal IT Systems”) of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

15.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store State Data or Confidential Information in relationship to this contract said Tools will be inventoried and returned

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to the State, along with the inventory document, once transition of State Data or Confidential Information is complete.

- 15.4. The internal planning of the Transition Services by the Contractor and its Affiliates shall be provided to the State and if applicable the Recipient on a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.
- 15.5. Should the data Transition extend beyond the end of the Contract, the Contractor and its affiliates agree Contract Information Security Requirements, and if applicable, the State's Business Associates Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the State.
- 15.6. In the event where the Contractor has comingled State Data or Confidential Information and the destruction or Transition of said data is not feasible, the State and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction

16. COMPLETION OF TRANSITION SERVICES

- 16.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the State and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the State of an issue requiring additional time to complete said product.
- 16.2. Once all parties agree the data in Contractor's possession has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the State's Information Security Requirements Exhibit, including certificate of data destruction.

17. DISAGREEMENT OVER TRANSITION SERVICES RESULTS

- 17.1. In the event the Contractor has not performed the Transition Services in accordance with the Transition Plan, the State shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the State shall be entitled to initiate actions in accordance with this contract.

18. WEBSITE AND SOCIAL MEDIA

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- 18.1. Contractor agrees that if performance of services on behalf of the Department involve using social media or a website for marketing or to solicit information of individuals, or Confidential Information, the Contractor shall work with the State's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the State meets all of the State's and NH Department of Information Technology's website and social media requirements and policies as prioritized and approved by the New HEIGHTS Project Manager.
- 18.2. Contractor agrees protected health information (PHI), personally identifiable information (PII), or other Confidential Information solicited either by social media or the website maintained, stored or captured shall not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information shall be subject to the DHHS Information Security Requirements Exhibit K, and the HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT DHHS Standard Exhibits, Exhibit I. Unless specifically required by the Contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation will not be tracked, disclosed or used for website or social media analytics or marketing, excluding NH EASY for which DHHS requests that the Contractor track usage.

19. STATE OWNED DEVICES, SYSTEMS AND NETWORK USAGE

- 19.1. If the Contractor's workforce or its subcontractor's workforce is authorized by the State's Deputy Information Security Officer or designee to access the State's network or system, and/or use a State issued device (e.g. computer, iPad, cell phone) in the fulfilment of this Agreement they shall:
- 19.1.1. Sign and abide by applicable State and NH Department of Information Technology (DOIT) use agreements;
 - 19.1.2. Use the information solely for conducting official State business;
 - 19.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 19.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the state. At all times the Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the state. Only equipment or software owned, licensed, or being evaluated by the State can be used by the Contractor. Non-standard software shall not be installed on any equipment unless authorized by the State's Deputy Information Security Officer or designee:
- 19.2. Agree that email and other electronic communication messages created, sent, and received on a state-issued email system are the property of the State of New Hampshire

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and to be used for business purposes only. Email is defined as “internal email systems” or “state-funded email systems.” The Contractor understands and agrees that use of email shall follow State and DOIT standard policies. When utilizing the State’s email system the Contractor shall:

Only use a state email address assigned to them with a “@ affiliate.DHHS.NH.Gov”. If an “@ DHHS.NH.GOV” is assigned to the Contractor they will not use it and report the incorrect email assignment to the State’s Bureau of Information Services.

19.2.1. Include in the signature lines information identifying the contractor as a non-state employee; and

19.2.2. Contain the following embedded confidentiality notice:
CONFIDENTIALITY NOTICE: “This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation.”

19.3 The State internet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to policy. At no time should the State’s internet be used for personal use or used by the Contractor without written approval by the States’s Deputy Information Security Officer or designee.

19.4 All members of the Contractor’s or its subcontractor’s workforce, with a State issued email and/or workspace in a State building/facility, shall:

19.4.1. Complete the State’s Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling or hearing or transmitting State data or Confidential Information.

19.4.2. Sign the State’s Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Statewide Computer Use Agreement upon execution of the Contract and annually until contract end.

19.4.3. **Not access the State’s intranet.** That if the Contractor’s workforce member or its sub-Contractor workforce member is found to be in violation of any of the above-stated terms and conditions of the Contract Workforce member may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

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STATE OF NEW HAMPSHIRE

The Department of Information Technology

on behalf of

the Department of Health and Human Services

New Heights Maintenance and Enhancements

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EXHIBIT I – VENDOR PROPOSAL 39

1. **VENDOR PROPOSAL, BY REFERENCE** **Error! Bookmark not defined.**

EXHIBIT J – CERTIFICATES AND ATTACHMENTS **Error! Bookmark not defined.**

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EXHIBIT A - SPECIAL PROVISIONS

The terms outlined in the P-37 General Provisions are modified as set forth below:

A.1 Provision 3, Effective Date/Completion of Services, is updated with the following addition:

3.3 The Term may be extended up to three (3) three (3) year terms, (“Extended Term”) at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended Term, up to but not beyond June 30, 2034 under the same terms and conditions, subject to approval of the Governor and Executive Council.

A.2 Provision 5, Contract Price/Price Limitation/ Payment, is updated with the following addition:

5.5 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State. Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. 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.

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

Notwithstanding the foregoing, this limitation of liability shall not apply to the Contractor’s obligation set forth in Exhibit K, as well as the indemnification obligation set forth below in this Section 5.5 for any third party claims for bodily injury, death, or damage to real or tangible personal property to the extent caused by the Contractor’s negligence or willful misconduct.

Notwithstanding the monetary limitation contained in this Section 5.5 above, in the event a claim or action is brought against the State in which infringement, violation of Contractor’s obligations under the Business Associate Agreement, and/or any third

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party claims for bodily injury, death, or damage to real or tangible personal property to the extent caused by the Contractor's negligence or willful misconduct are alleged, the Contractor, at its own expense, shall defend, indemnify and hold harmless the State against all such claims or actions for any expenses, costs or damages, including legal fees and expenses, incurred by the State in connection with such claims or actions.

A.2 Delete Section 8.2.1 in its entirety and substitute with the following:

8.2.1 Give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

A.3 Provision 8, Event of Default/Remedies, is updated with the following addition:

8.2.5 give the Contractor a written notice specifying the event of Default, terminate the agreement as breached following a failure to cure in the specified timeframe and procure Services that are the subject of the Contract from another source and Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services above those fees that the State would have otherwise paid Contractor for the terminated Services, from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

A.4 Provision 9, Termination, is deleted and replaced with the following:

9. TERMINATION

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice, terminate the Agreement for any reason, with 30 days written notice that the State is exercising its option to terminate the Agreement, , stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.2 Termination Procedure

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- 9.2.1** Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.
- 9.2.2** After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:
- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
 - b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
 - c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
 - d. Take no action to intentionally erase or destroy any State Data, which includes State Data held by the Contractor's subcontractors;
 - e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
 - f. Work with the State to develop a Services and Data Transition Plan per the "Contract End-of-Life Transition" requirement in the Additional Requirements section of this Contract; and
 - g. Provide written Certification to the State that Contractor has surrendered to the State all said property.
- 9.2.3** If the Contract has expired, or terminated prior to the Completion Date, for any reason other than termination pursuant to section 8, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at cost to be mutually agreed, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services").
- 9.2.4** If the Contract has expired, or terminated prior to the Completion Date, pursuant to section 8, the Contractor shall provide, for a period up to ninety

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(90) days after the expiration or termination, all transition services requested by the State, at no cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees (“Transition Services”).

9.2.5 This covenant in paragraph 9 shall survive the termination of this Contract.

A.5 Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information is defined in the Department of Health and Human Services’ Information Security Requirements Exhibit (K) in Attachment 1

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

10.5 Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party; or
- c. is disclosed with the written consent of the disclosing Party’s Privacy Officer or designee.

10.6 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor’s designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential or proprietary, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor’s information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor’s sole responsibility and at

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Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

10.7 This covenant in paragraph 10 shall survive the termination of this Contract.

A.6 Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and, if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

12.3.1 Failure to enter into business associate agreements with its subcontractors that create or receive PHI on the behalf of the Department through this Contract, and failure to comply with the implementation specifications for such agreements is a direct HIPAA violation by the Contractor.

12.4 In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State; or
- b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

A.7 The following Provisions are added and made part of the P37:

25. FORCE MAJEURE

25.1 Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without fault or negligence of such Party. Such events shall include, but not be limited to, acts of

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God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

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

26. EXHIBITS/ATTACHMENTS

The Exhibits and Attachments referred to in and attached to the Contract are incorporated by reference herein.

The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which is attached hereto and incorporated by reference herein per Attachment 1.

The Contractor shall comply with the terms and conditions in the DHHS Information Security Exhibit K, which is attached hereto and incorporated by reference herein per Attachment 1. All DHHS Exhibits D through K, which are attached hereto and incorporated by reference herein.

27. NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this Agreement which can be accomplished via a mutually agreeable change order. Contractor shall make commercially reasonable efforts to coordinate work with all other identified State Contractors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

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EXHIBIT B – SCOPE OF SERVICES

EXHIBIT B – SCOPE OF SERVICES

New HEIGHTS is the enterprise case management system for DHHS and supports extensive and complex business functions. As such, ongoing maintenance and operations of New HEIGHTS is essential to the provision of services to New Hampshire citizens and the fulfillment of the mission of DHHS as well as mandates based on state and federal requirements. DHHS has utilized New HEIGHTS to consolidate and replace siloed legacy systems, automate manual tasks supporting increased caseloads, engage clients and community stakeholders through the NH EASY Gateway to Services web portal, and to improve person-centric care through enhanced interoperability. These investments have resulted in more efficient, effective and secure service delivery include technologies such as an Identity Management System for security integrated with the Lawson human resources system, a Master Client Index (MCI), an Enterprise Service Bus (ESB), a rules engine, a wide array of interfaces including integration with the Federal Data Services Hub (FDSH) and Federally Facilitated Exchange (FFE). In addition, New HEIGHTS is the enrollment management system for Medicaid recipients.

The following goals for the New HEIGHTS system will be supported through the Maintenance and Enhancements scope of services as prioritized by the State within the project staffing allocation:

- Timely and accurate delivery of benefits to needy citizens of New Hampshire
- Quality, consistency, and accuracy of information
- Provide significant business process and operational efficiencies
- Modernize technologies that can meet the business needs of tomorrow
- Success factors are best summarized as follows:
 - Ability to process cases within required timeframes, and to handle increasing caseloads without corresponding increases in staff
 - Decrease the error rates for all programs
 - Communicate effectively and consistently with management, legislators, other elected officials, working groups, and stakeholders
 - Ability to provide and enhance tools for external stakeholders and clients to increase self-service capabilities
 - Ability to keep up with emerging technologies and capabilities

1. STATEMENT OF WORK

The Contractor shall supply qualified staff and capacity as defined in RFP-2023-DEHS-01-NEWHE DoIT#2020-095 New HEIGHTS Maintenance and Enhancements Section E-2 Team Organization Designation of Key Vendor staff to maintain and enhance New HEIGHTS and NH EASY Gateway to Services executing work as prioritized by the New HEIGHTS project manager including:

- Applications systems operations, monitoring and maintenance

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- Modifications for federal and state rules and policies
- Changes or enhancements to business requirements

1.1. General Project Assumptions

- a. The Contractor shall utilize New HEIGHTS project management and Application Lifecycle Management (ALM) tools (e.g. New HEIGHTS priority template, status report template, bundle tracking, change control document (CCD), New HEIGHTS Jira workflow management to tracking and manage work, approvals, milestones, issues, risks, Change Requests, requirements, quality assurance and other documents used in the management and tracking of the Project. The State of New Hampshire and the Contractor's Project Managers will review these tools and templates and determine which ones will be used for the Project and shall jointly participate in continual improvement.
- b. Prior to the commencement of work of Non-Software and Written Deliverables, for which an existing New HEIGHTS standard does not exist, the Contractor shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
- c. Security requirements are defined in Part 3 - Attachment 1: *DHHS Information Security Requirement Exhibit K*.
- d. The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Regression Testing, including but not limited to, Software/System Regression Testing, and any extensions thereof for Deliverables under the New HEIGHTS maintenance and operations scope of work identified below.
- e. Pricing for Deliverables set forth in Part 3 - Exhibit C: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.
- f. The Contractor will make available to the State health and human service security specialists to support activities including, but not limited to MARS-E assessment and compliance, privacy impact assessment (PIA), development of a system security plan (SSP), security testing (including penetration testing, static code scan, dynamic code scanning) to identify Open Web Application Security Project (OWASP) security vulnerabilities, the Federally Facilitated Marketplace Authority to Connect (ATC), and other similar requirements through the change order process with scope, schedule, and cost as mutually agreed upon. Should DHHS require security services for which change order funding is not available, the contractor will

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collaborate with DHHS to support such requirements as a zero-cost change order with proportional reductions in services (staff) of equivalent value to the security services to be provided through mutual agreement.

- g. The Contractor shall comply with the Clean Air Act/ Section 306, Clean Water Act, Section 309, and Royalty-Free Rights to Use Software or Documentation Developed 2 CFR 200.315 Intangible property

2. DELIVERABLES

The deliverables below and their applicability will be jointly agreed upon by DHHS and the Contractor iteratively throughout the project duration. The scope of work will build on existing documentation incrementally as prioritized by the DHHS Project Manager. Some deliverables may be applicable to specific projects where others apply globally to New HEIGHTS. This ongoing iterative refinement will be managed collaboratively by the DHHS and Contractor Project Managers.

TABLE 2.: Deliverables		
	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE
PLANNING AND PROJECT MANAGEMENT		
1	Background Check Attestation and Information Security, Privacy & HIPAA Training Attestation	Written
2	Conduct Project Kickoff Meeting	Non-Software
3	Work Plan	Written
4	Project Status Reports	Written
5	Communications and Change Management Plan	Written
6	Systems Interface Plan and Design/Capability	Written

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8	Testing Plan	Written
9	Data Conversion Plan and Design	Written
10	Deployment Plan	Written
11	Support for the State Disaster Recovery Plan (DRP) maintained by DoIT and TSG	Written
12	Support for the Business Continuity of Operations Plan (COOP) maintained by the Bureau of Family Assistance (BFA)	Written
13	Documentation of Operational Procedures	Written
TESTING		
14	Conduct Integration Testing	Non-Software
15	Support Testing In-Bound and Out-Bound Interfaces	Software
16	Conduct System Performance (Load/Stress) Testing	Non-Software
SYSTEM DEPLOYMENT		
17	Converted Data Loaded into Production Environment	Software
18	Provide Documentation	Written
19	Execute System Security Plan as applicable to the Contractors scope and responsibilities	Non-Software
OPERATIONS		
20	Ongoing Support & Maintenance	Software

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21	Conduct Project Exit Meeting	Non-Software
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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

1.1. Contract Type

This is a Not to Exceed Contract. The total Contract value is indicated in Part 1, P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in Part 1, P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State monthly for the annual support appearing in the price and payment table below:

Pricing Worksheet:

SFY	Total Staff	Hours	Blended Hourly Rate	Cost	Total
SFY 23	28	1560	\$128.78	\$5,625,110.40	\$5,625,110.40
SFY 24	28	2080	\$133.28	\$7,762,227.20	\$7,762,227.20
SFY 25	28	2080	\$137.95	\$8,034,208.00	\$8,034,208.00
SFY 26	28	2080	\$142.78	\$2,078,876.80	\$2,078,876.80
			Sub-Total		
				Grand Total	\$23,500,422.40

1.2. Future Vendor Rates Worksheet

The State and Contractor agree to the following rates in the event the contract is extended as described in Part 2 – Information Technology Provisions Section 2: *Contract Term for jointly agreed upon change orders.*

SFY	Blended Hourly Change Rate
SFY 22	\$135.80

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SFY 23	\$148.90
SFY 24	\$153.40
SFY 25	\$158.00
SFY 26	\$162.70

2. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in Part 1, P-37 General Provisions - Block 1.8: *Price Limitation*. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

3. TRAVEL EXPENSES

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract. The Contractor must assume all reasonable travel and related expenses incurred by Contractor in performance of its obligations. All labor rates in this Agreement will be considered "Fully Loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

4. SHIPPING AND DELIVERY FEE EXEMPTION

The State will not pay for any shipping or delivery fees unless specifically itemized in this Agreement.

5. INVOICING

The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable defined in section 1.1 Pricing Exhibit above and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

6. INVOICE ADDRESS

Invoices may be sent to:
DEHS Bureau of Family Assistance
BFAinvoices@dhhs.nh.gov

7. PAYMENT ADDRESS

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

8. OVERPAYMENTS TO THE CONTRACTOR

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

9. CREDITS

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

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EXHIBIT D – ADMINISTRATIVE SERVICES

EXHIBIT D – ADMINISTRATIVE SERVICES

1. ACCESS/COOPERATION

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

2. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

The Contractor shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to this Contract. For the contract duration, the Contractor must store project artifacts and documentation on the State LAN or State provided JIRAsystem or equal State provided repository.

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

- 3.1. The Contractor agrees to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7: Contractor Records Retention.
- 3.2. The Contractor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. The Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.
- 3.3. Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or

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the expiration of the appeal period. The Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

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

4. ACCOUNTING REQUIREMENTS

The Contractor shall maintain an accounting system in accordance with standard accounting procedures. The costs applicable to the Contract shall be ascertainable from the accounting system and the Contractor shall maintain records pertaining to the Services and all other costs and expenditures.

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EXHIBIT E – IMPLEMENTATION SERVICES

1. PROJECT MANAGEMENT

The State believes that effective communication and reporting are essential to Project success. The Contractor shall employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

1.1. State Meetings and Reports

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

- a. **a. New HEIGHTS Application meetings. Status Meeting:** Participants will include, at the minimum, the Contractor’s Project Manager and the State Project Manager. These meetings will be conducted weekly, with exception for each month’s third Thursday and will address overall Project status and any additional topics needed to remain on schedule and within budget using the New HEIGHTS status report produced from Jira or an equivalent jointly agreed upon.
- b. **New HEIGHTS Infrastructure Status Meeting:** Participants will include, at the minimum, the Contractor’s Project Manager and the State Project Manager, and DoIT/vendor infrastructure Project Management. These meetings will be conducted on each month’s third Thursday and will address overall Project infrastructure and infrastructure budget status and any additional topics needed to remain on schedule and within budget using the status report produced by DoIT and/or the New HEIGHTS infrastructure contractor.
- c. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract using the New HEIGHTS Prioritization template, Jira status reporting template, and Jira project “Bundle” reporting templates or equivalent jointly agreed upon.
- d. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.

1.1.2. The State expects the Contractor to jointly facilitate project discovery, requirements, and design sessions using the New HEIGHTS Change Control

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Document for iterative development or equivalent using a hybrid Agile approach that prioritizes working software.

The Contractor's Project Manager shall provide milestone billing submitted to the State using the State's assigned job numbers or equivalent account designation for billing. For services delivered using the Change Control process, the milestone shall include linkage to the associated Jira project documentation.

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

2. IMPLEMENTATION STRATEGY

2.1. Key Components

The Contractor shall utilize established New HEIGHTS maintenance, operations, and implementation strategy, standards, and processes to deliver services as prioritized by the State and jointly orchestrated by State and Contractor staff. State and the Contractor will jointly review these processes and the evolution of industry standards (e.g. Agile) on a periodic basis to continually improve.

- a. The Contractor shall manage Project execution under State direction using the established New HEIGHTS project management tools and templates which shall be iteratively improved as jointly agreed upon to plan work and tasks, manage and schedule project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.

2.2. Timeline

The timeline for New HEIGHTS maintenance and enhancement projects will be established using the New HEIGHTS prioritization process and the Jira system for project timeline forecasting as jointly agreed upon. Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution.

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EXHIBIT F – TESTING SERVICES

The Contractor shall provide the following Products and Services described in Part 3 - Exhibit F: Testing Services, including but not limited to:

1. TESTING AND ACCEPTANCE

The Contractor shall bear all responsibilities for the unit, integration, performance and where applicable parallel testing throughout the Project and will provide support for State system testing and regression test.

- a. The Contractor shall be responsible for supporting timely correction of defects found as part of the State testing.
- b. The Test Plan methodology shall reflect the needs of the Project and be captured in the New HEIGHTS test template and/or the Jira system. A separate Test Plan and set of test materials will be prepared for each new Software function or module.
- c. Testing (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s)). This shall include planning, test scenario and script development, Data and System preparation for testing, System Integration Tests, Conversion Tests, Performance Tuning and Stress tests, Security Review and penetration and application vulnerability tests completed as per section 1.1.f with analysis and mitigation completed under this scope of work , and support of the State during System and Regression Test and Implementation.
- d. In addition, the Contractor shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Contractor shall also correct Deficiencies and support required re-testing.

1.1. Test Planning and Preparation

- 1.1.1. The Contractor shall provide the State with a unit and integration test plan for new development work. The Contractor provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution using the Jira system.

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- 1.1.2. State testing will commence upon the Contractor’s submission of the project in Jira to the appropriate New HEIGHTS functional lead for approval to migrate to the systems region. The Jira system will capture approval that the Contractor’s own staff has successfully executed all prerequisite Contractor’s testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a test plan, test scenarios, test cases, test scripts, test data, and expected results.
- 1.1.3. The testing will be conducted by the State in an environment independent from the Contractor’s development environment. The Contractor must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing.
- 1.1.4. Testing begins upon completion of the Software configuration. Testing ends upon approval for migration to production by the State via the Jira system used for New HEIGHTS change and release management.
- 1.1.5. The Contractor must demonstrate that their testing methodology can be integrated with the State standard methodology.

1.2. Unit Testing

- 1.2.1. In Unit Testing, the Contractor shall test the application components on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit testing is performed in either the development environment or a testing environment.
- 1.2.2. The goal is to find errors in the smallest unit of Software before logically linking it into larger units. If successful, subsequent testing should only reveal errors related to the integration between application modules.
- 1.2.3. The Contractor developer, who is responsible for a specific unit of work, will be responsible for conducting the Unit Testing of their modules.

Activity Description	Develop the scripts needed to Unit Test individual application modules, interface(s) and conversion components.
Contractor’s Team Responsibilities	For application modules, conversions and interfaces the Contractor’s team will identify applicable test scripts and installation instructions, adapt them to the Project

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	specifics, test the process, and compare with the documented expected results.
Work Product Description	Unit-Tested Modules that have been tested to verify that the inputs, outputs, and processing logic of each application module functions without errors. Individual detailed test scripts and installation guides list all the required actions and Data to conduct the test, the process for test execution, and the expected results.

1.3. Conversion/Migration Validation Testing

In Conversion Validation Testing, if applicable as jointly agreed upon for New HEIGHTS enhancement projects, target application functions are validated.

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

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	that the resulting converted legacy Data performs correctly in the entire suite of the Application.
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1.4. Installation Testing

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

1.5. Performance Tuning and Stress Testing

Where applicable as jointly agreed upon based on the nature of New HEIGHTS enhancement or maintenance projects, the Contractor shall perform application stress testing and performance tuning. The State will provide infrastructure, hardware, and third-party software installation, systems administration, and database administration tuning support throughout the Project.

1.5.1. Scope

- a. The scope of Performance Testing shall be to measure the System level metrics critical for the development of the applications and operation of the applications in the production environment.
- b. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum System performance is achieved.
- c. Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.

1.5.2. Test Types

Performance testing shall use two different types of testing to determine the stability of the application. They are baseline tests and load tests.

- a. **Baseline Tests:** Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics.

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

1.5.3. Tuning

Tuning will be the Contractor led and occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment. Infrastructure and systems/database or third-party configuration changes will be managed by the State and Contractor supporting those functions.

1.6. Systems and Regression Testing

- 1.6.1. As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Contractor of the nature of the testing failures in writing using the JIRA issue tracking process. The Contractor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results including re-test in unit/integration environments. Regression Testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements. Regression testing of releases in aggregate will be managed and executed by State staff with contractor test region and defect correction support.

1.7. Security Review and Testing

- 1.7.2. Overall security management will be orchestrated by the State across New HEIGHTS stakeholders including user provisioning by State staff, policy, and procedures. Infrastructure including networking, hardware, Identity and Access Management (IAM) database, and third-party application software security will be managed by NH DoIT and/or a contracted vendor in cooperation with the Contractor.

SERVICE COMPONENT	DEFINES THE SET OF CAPABILITIES THAT:
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Identification and Authentication	Supports obtaining information about those parties attempting to log onto a System or application for security purposes and the validation of users.
Access Control	Supports the management of permissions for logging onto a computer or network.
Encryption	Supports the encoding of Data for security purposes.
Intrusion Detection	Supports the detection of illegal entrance into a computer System.
Verification	Supports the confirmation of authority to enter a computer System, application or network.
Digital Signature	Guarantees the unaltered state of a file.
User Management	Supports the administration of computer, application and network accounts within an organization using DoIT provided network and IAM services.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network based on New HEIGHTS role and profile management.
Audit Trail Capture and Analysis	Supports the Identification and monitoring of activities within an application or System based on New HEIGHTS system configuration for auditing.
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

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1.7.3. The Contractor shall support analysis of reporting results for static code and application vulnerability scanning reporting provided by the State when appropriate based on RFP requirements and mitigate findings as prioritized by the DHHS New HEIGHTS Project Manager.

2. SUCCESSFUL REGRESSION COMPLETION

Upon successful completion of Regression test, the State will approve migration to production using the New HEIGHTS Jira system.

In addition any maintenance or enhancement projects that meet the criteria identified in 7CFR 277.18 as defined by FNS must follow the process defined therein including the requirement for Live Piloting which will be supported jointly by the state and contractor.

3. SUCCESSFUL SYSTEM ACCEPTANCE COMPLETION

Upon successful completion of systems test, the State will approve migration to regression using the New HEIGHTS Jira system.

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The Contractor shall utilize New HEIGHTS project management and Application Lifecycle Management (ALM) tools (e.g. New HEIGHTS priority template, status report template, bundle tracking, change control document (CCD), New HEIGHTS Jira workflow management to tracking and manage work, approvals, milestones, issues, risks, Change Requests, requirements, quality assurance and other documents used in the management and tracking of the Project. The State of New Hampshire and the Contractor's Project Managers will review these tools and templates and determine which ones will be used for the Project and shall jointly participate in continual improvement.

In conjunction with the Contractor's Project Management methodology, which shall be used to manage the Project's life cycle, the Contractor team and the State shall update the ongoing Work Plan as indicated in Section B Scope of Work, at the start of the contract for the Change Orders prioritized by the State Project Manager. This plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and Contractor's team members), refine the Project's scope, and establish the Project's Schedule.

1. ASSUMPTIONS

1.1. General

- a. The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- b. All State tasks must be performed in accordance with the revised Work Plan.
- c. All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- d. Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.

1.2. Logistics

- a. The Contractor's Team may perform this Project at State facilities at no cost to the Contractor.
- b. The Contractor's Team may perform that work at a facility other than that furnished by the State, when practical, at their own expense.

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- c. The Contractor’s Team shall honor all holidays observed by the Contractor or the State, although with permission, may choose to work on holidays and weekends.

1.3. Project Management

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

1.4. Project Enhancement Schedule

Standard project enhancement deployments are planned on the last Friday of even months or earlier as needed to accommodate holidays or critical needs as approved by the State Project Manager.

1.5. Reporting

The Contractor shall conduct status meetings, and provide reports that include, but are not limited to, action items, test results, and Documentation.

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2. CONTRACTOR ROLES AND RESPONSIBILITIES

2.1. Contractor's Team Project Manager

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

- a. Maintain communications with the State's Project Manager;
- b. Work with the State in planning and conducting kick-off meetings and other required meetings as jointly agreed;
- c. Create and maintain the Work Plan;
- d. Assign the Contractor Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- e. Define roles and responsibilities of all the Contractor Team members;
- f. Provide and weekly update progress reports to the State Project Manager;
- g. Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- h. Review task progress for time, quality, and accuracy in order to achieve progress;
- i. Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- j. Implement scope and schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- k. Inform the State Project Manager and staff of any urgent issues if and when they arise;
- l. Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager;
- m. Manage handoff to the Contractor operational staff;
- n. Manage Transition Services as needed.

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2.2. Contractor’s Team Analysis

The Contractor Team shall conduct analysis of requirements, validate the Contractor Team’s understanding of the State business requirements by application, and perform business requirements mapping:

- a. Construct and confirm application test case scenarios;
- b. Produce application configuration definitions and configure the applications;
- c. Conduct testing of the configured application and/or enhancement;
- d. Produce functional Specifications for extensions, conversions, and interfaces;
- e. Assist the State in the testing of enhancements, conversions, and interfaces;
- f. Assist the State in execution of the State’s Acceptance Test;
- g. Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- h. Assist with the correction of configuration problems identified during System, integration and Acceptance Testing; and
- i. Assist with the transition to production.

2.3. Contractor’s Team Tasks

The Contractor team shall assume the following tasks:

- a. Development and Review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- b. Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- c. Development and Documentation of enhancements to the system;
- d. Unit and Integration Testing.

3. STATE ROLES AND RESPONSIBILITIES

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

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3.1. State Project Manager

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

- a. Collaborate with the Contractor to prioritize staff allocation based on State priorities within the resources defined in Section 1.1 Pricing Worksheet;
- b. Plan and conduct kick-off meeting and other required meetings as jointly agreed with assistance from the Contractor’s team;
- c. Assist the Contractor’s Project Manager in the development of a detailed Work Plan;
- d. Identify and secure the State Project Team members in accordance with the Work Plan;
- e. Define roles and responsibilities of all State Project Team members assigned to the Project;
- f. Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- g. Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- h. Inform the Contractor’s Project Manager of any urgent issues if and when they arise;
- i. Assist the Contractor’s team staff to obtain requested information if and when required to perform certain Project tasks;
- j. Manage handoff to State operational staff; and
- k. Manage State staff during Transition Services as needed.

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3.2. State Subject Matter Expert(s) (SME)

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

- a. Be the key user and contact for their Agency or Department;
- b. Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- c. Assist in validating and documenting user requirements, as needed;
- d. Assist in mapping business requirements;
- e. Assist in constructing test scripts and Data;
- f. Assist in System Integration, and Acceptance Testing;
- g. Assist in performing conversion and integration testing and Data Verification;
- h. Attend Project meetings when requested; and
- i. Assist in training end users in the use of the Contractor's Software Solution and the business processes the application supports.
- j. Approve requirements, design, Contractor testing, system testing, regression test and approval to migrate to production

3.3. State Testing Administrator

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

- a. Coordinating the development of System, integration, performance, and Acceptance Test plans;
- b. Coordinating System, integration, performance, and Acceptance Tests;
- c. Chairing test Review meetings;
- d. Coordinating the State's team and external third parties involvement in testing;
- e. Ensuring that proposed process changes are considered by process owners;
- f. Establish priorities of Deficiencies requiring resolution; and

State of NH Contract
Date: 10/17/2022
Contractor's Initials

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STATE OF NEW HAMPSHIRE
THE DEPARTMENT OF INFORMATION TECHNOLOGY
New Heights Maintenance and Enhancements
RFP-2023-DEHS-01-NEWHE DoIT#2020-095
PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT G – WORK PLAN

- g. Tracking Deficiencies through resolution.

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State of NH Contract
Date: 10/17/2022
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**STATE OF NEW HAMPSHIRE
THE DEPARTMENT OF INFORMATION TECHNOLOGY
New Heights Maintenance and Enhancements
RFP-2023-DEHS-01-NEWHE DoIT#2020-095
PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT H – AGENCY RFP WITH ADDENDUMS**

EXHIBIT H – AGENCY RFP WITH ADDENDUMS

1. AGENCY RFP WITH ADDENDUMS, BY REFERENCE

Department of Health and Human Services Division of Economic and Housing Stability RFP-2023-DEHS-01-NEWHE DoIT#2020-095 New Heights Maintenance and Enhancements dated September 17, 2021 is hereby incorporated and reference as fully set forth herein.

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State of NH Contract
Date: 10/17/2022
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**STATE OF NEW HAMPSHIRE
THE DEPARTMENT OF INFORMATION TECHNOLOGY
New Heights Maintenance and Enhancements
RFP-2023-DEHS-01-NEWHE DoIT#2020-095
PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT I – CERTIFICATES AND ATTACHMENTS**

EXHIBIT J – CERTIFICATES AND ATTACHMENTS

1. CERTIFICATES AND ATTACHMENTS

- a. Attachment 1 Department of Health and Human Services Exhibits
 - Exhibit D, Certification Regarding Drug-Free Workplace Requirements
 - Exhibit E, Certification Regarding Lobbying
 - Exhibit F, Certification Regarding Debarment, Suspension and other Responsibility Matters
 - Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Non-Discrimination, Equal Treatment of Faith Based Organizations and Whistleblower Protection
 - Exhibit H, Certification Regarding Environmental Tobacco Smoke
 - Exhibit I, Health Insurance Portability and Accountability Act- Business Associate Agreement
 - Exhibit J, Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance
 - Exhibit K, Information Security Requirements
- b. Contractor's Certificate of Good Standing
- c. Contractor's Certificate of Vote/Authority
- d. Contractor's Certificate of Insurance

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State of NH Contract
Date: 10/17/2022
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**STATE OF NEW HAMPSHIRE
THE DEPARTMENT OF INFORMATION TECHNOLOGY
New Heights Maintenance and Enhancements
RFP-2023-DEHS-01-NEWHE DoIT#2020-095
PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT J – VENDOR PROPOSAL, BY REFERENCE**

EXHIBIT I – VENDOR PROPOSAL

1. VENDOR PROPOSAL, BY REFERENCE

Department of Health and Human Services Division of Economic and Housing Stability RFP-2023-DEHS-01-NEWHE DoIT#2020-095 New Heights Maintenance and Enhancements dated September 17, 2021 is hereby incorporated and referenced as fully set forth herein.

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State of NH Contract
Date: 10/17/2022
Contractor's Initials

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**New Hampshire Department of Health and Human Services
Exhibit D**



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D

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

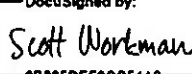
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name: Deloitte Consulting LLP

10/17/2022

Date

DocuSigned by:

 Name: SCOTT Workman
 Title: Managing Director



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

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

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

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

Vendor Name: Deloitte Consulting LLP

10/17/2022

Date

DocuSigned by:

Scott Workman

Name: Scott workman

Title: Managing Director

DS
SW

Vendor Initials

Date

10/17/2022

**New Hampshire Department of Health and Human Services
Exhibit F**



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

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

INSTRUCTIONS FOR CERTIFICATION

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



**New Hampshire Department of Health and Human Services
Exhibit F**

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

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

PRIMARY COVERED TRANSACTIONS


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


LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Deloitte Consulting LLP

10/17/2022
Date

DocuSigned by:

 Name: Scott workman
 Title: Managing Director

Contractor Initials 
 Date 10/17/2022



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

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



**New Hampshire Department of Health and Human Services
Exhibit G**

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

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

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

Contractor Name: Deloitte Consulting LLP

10/17/2022

Date

DocuSigned by:

Scott Workman

Name: Scott Workman

Title: Managing Director

Exhibit G

Contractor Initials

DS
SW

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Deloitte Consulting LLP

10/17/2022

Date

DocuSigned by:

Scott Workman

Name: Scott Workman

Title: Managing Director



New Hampshire Department of Health and Human Services

Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT**

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

(1) Definitions

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

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Date 10/17/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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Contractor Initials

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Date 10/17/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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Date



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services

deloitte Consulting LLP

The State
Signed by:

Name of the Contractor
Signed by:

Denis Goulet

Scott Workman

Signature of Authorized Representative

Signature of Authorized Representative

Denis Goulet

Scott Workman

Name of Authorized Representative

Name of Authorized Representative

Commissioner and CIO

Managing Director

Title of Authorized Representative

Title of Authorized Representative

10/19/2022

10/17/2022

Date

Date

Contractor Initials DS
SW

Date 10/17/2022



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

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

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

Contractor Name: Deloitte Consulting LLP

10/17/2022

Date

DocuSigned by:

Scott Workman

Name: Scott Workman

Title: Managing Director

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Contractor Initials

Date 10/17/2022

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Data" means all information owned, managed, created, received, from or on behalf of, the Department of Health and Human Services (DHHS) that is protected by information security, privacy or confidentiality rules and state and federal laws in End Users' possession or control in connection with the performance of Services. This information includes but is not limited to Derivative Data, Protected Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data. For the avoidance of doubt, Personal Information, as defined in NH RSA 359-C:19, does not include business contact information, which includes name, work postal address, work telephone number, title, office name and work email address used solely for the purpose of enabling business communications pursuant to the Contract.
4. "Derivative Data" means data or information based on or created from Confidential Data.
5. "End User" means any person or entity (i.e., Contractor, Contractor's personnel, business associate, subcontractor, and other Contractor-authorized downstream user) that is engaged or employed by Contractor to perform Services on behalf of Contractor pursuant to this Contract.
6. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
7. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

8. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or Confidential Data.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Suspect" or "Suspected" means circumstance(s) or set of facts under which there may be a reasonable likelihood a security incident or breach may have occurred.
13. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Data.

1. The Contractor must not use, disclose, maintain or transmit Confidential Data except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule as applicable to the Contractor in its performance of the Services.
2. The Contractor must not disclose any Confidential Data in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS, if legally permissible, so that DHHS has an opportunity to consent or object to the disclosure.
3. The Contractor agrees that Confidential Data or Derivative Data therefrom disclosed to an End User must only be used pursuant to the terms of this Contract.
4. The Contractor agrees Confidential Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. The Contractor agrees to grant access to relevant information with respect to the Contractor's handling of Confidential Data as well as make available appropriate personnel to discuss such information to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting Confidential Data between Contractor-controlled applications, the Contractor will first verify the Contractor's application encryption capabilities to enable secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data. Encrypted thumb drives may be used with written exception from DHHS Information Security.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data, said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network unless End User employs a virtual private network (VPN) connection when remotely transmitting via an open wireless network. For the avoidance of doubt, Contractor's internal network shall not be considered an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing a non-DHHS SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. Any non-DHHS SFTP folders and sub-folders used by End User for transmitting Confidential Data and their Confidential Data will be deleted without undue delay.
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all Confidential Data must be encrypted to prevent inappropriate disclosure of information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

B. Disposition

If the Contractor will maintain any Confidential Data on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will provide written confirmation to the State regarding any State of New Hampshire data destroyed by the Contractor or any subcontractors inadvertently or pursuant to this Exhibit. When no longer in use, electronic media containing State of New Hampshire Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U.S. Department of Commerce. The Contractor will document and confirm in writing the completion of the data destruction, and will provide such written confirmation to the Department upon request. The written confirmation will include details reasonably necessary to demonstrate data has been properly

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



destroyed.

1. Unless otherwise specified in the Contract and subject to Section III.B. as soon as reasonably practical after the completion or the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
2. Unless otherwise specified in the Contract and subject to Section III.B., as soon as reasonably practical after the completion or the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the Confidential Data received under this Contract, and any derivative data or files containing Confidential Data, as follows:
1. The Contractor will maintain proper security controls to protect Department Confidential Data collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department Confidential Data throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Confidential Data where applicable.
 4. The Contractor will take steps to ensure proper security monitoring capabilities are in place designed to detect potential security events that can impact Department Confidential Data processed on Contractor-provided and Contractor-controlled systems.
 5. The Contractor will provide regular security awareness and education for its personnel in support of protecting Confidential Data.
 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire that involves disclosing Confidential Data to a subcontractor, the Contractor will enter into a written agreement with such subcontractor that defines specific security expectations that at a minimum are substantially the same as those applicable security obligations for the Contractor, including breach notification requirements.
 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
10. Data Security Breach Liability. In the event of an Incident, Computer Security Incident, or Breach the Contractor shall make immediate efforts to contain the Incident/Breach, to minimize any damage or loss resulting from the Incident, Computer Security Incident, or Breach, as well as, investigate the cause(s) and promptly take measures to prevent future Incidents, Computer Security Incidents, or Breaches of a similar nature from reoccurring.
11. Contractor must, comply with all statutes and regulations regarding the privacy and security of Confidential Data applicable to Contractor in its performance of the Services, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to Contractor in its performance of the Services, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law, in each case that are applicable to Contractor in its provision of Services under the Contract.
12. Contractor must safeguard the Confidential Data at a level consistent with the requirements applicable to Contractor in its performance of the Services. Contractor agrees to establish and maintain appropriate administrative, technical, physical, and organizational safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it.
13. Contractor agrees to maintain a documented Breach Notification and Incident Response process that complies with the requirements of this Information Security Requirements Exhibit with respect to Confidential Data.
14. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such Confidential Data to perform their official duties in connection with purposes identified in this Contract.
15. The Contractor must ensure that it requires all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Data that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this Confidential Data at all times.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to reasonably request relevant documentation with respect to Contractor's handling Confidential Data to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

- A. The Contractor must notify NHDHHS Information Security via the email address provided in this Exhibit, of any known or suspected Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.
- B. Parties acknowledge and agree that unless notice to the contrary is provided by Department in its sole discretion to Contractor, this Section V constitutes notice by Contractor to Department of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Department shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Contractor's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.
- C. Comply with all applicable state and federal suspected or known Confidential Data loss obligations and procedures within this Exhibit. Per the terms of this Exhibit the Contractor's and End User's security incident and breach response procedures must also address how the

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Exhibit K



DHHS Information Security Requirements

Contractor in collaboration with the Departments Security Incident Response Team, must

1. Identify incidents;
 2. Determine if Confidential Data is involved in incidents;
 3. Report suspected or confirmed incidents to the Department as required in this Exhibit. The Department will provide the Contractor with a NH DHHS Security Contractor Incident Risk Assessment Report for completion.
 4. Within 24-hrs of initial notification to the Department, complete the initial NH DHHS Security Contractor Incident Risk Assessment Report and email it to the Department's Information Security Office at the email address provided herein;
 5. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents and mitigation measures, prepare to include the Department in the incident response calls throughout the incident response investigation;
 6. Identify incident/breach notification method and timing;
 7. Within one business week of the conclusion of the Incident/Breach response investigation a final written Incident Response Report and Mitigation Plan is submitted to the Department's Information Security Office at the email address provided herein;
 8. Address and report incidents and/or Breaches that implicate personal information (PI) to the Department in accordance with NH RSA 359-C:20 and this Agreement;
 9. Address and report incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement to the Department.
- D. All legal notifications required as a result of a breach of information, or potential breach, collected pursuant to this Contract shall be coordinated with the State. The Contractor shall ensure that any subcontractors used by the Contractor shall similarly notify the State of a Breach, or potential Breach immediately upon discovery, shall make a full disclosure, including providing the State with all available information, and shall cooperate fully with the State, as defined above.

I. BREACH LIABILITY

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

VI. CONFLICT OF TERMS

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

VII. PERSONS TO CONTACT

A. DHHS contact program and policy:

DHHS-Contracts@dhhs.nh.gov

(In subject line insert RFP/Contract Name and Number)

B. DHHS contact for Information Security and Data Management issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

C. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that DELOITTE CONSULTING LLP is a Delaware Limited Liability Partnership registered to transact business in New Hampshire on March 10, 2004. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 467399

Certificate Number: 0005785046



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of June A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

Limited Partnership or LLC Certification of Authority

I, Gregory Spino, hereby certify that I am a Partner, Member, or Manager of

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

I certify that Scott Workman is authorized to bind the partnership or LLC.

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

Dated: 10/17/22

Sign to Attest: *gregory spino*

Name: Gregory Spino

Title: Consulting Managing Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/27/2022

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

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

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: realestate.certrequest@marsh.com CN102871568-STND-GAWU-22-23	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Continental Casualty Company		20443
INSURER B : The Continental Insurance Company		35289
INSURER C : American Casualty Company of Reading, PA		20427
INSURER D : Valley Forge Insurance Company		20508
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** NYC-009468291-34 **REVISION NUMBER:** 18

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		GL 602458888	06/01/2022	06/01/2023	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"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		BUA 6024588871	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			7014955544	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	WC 6024588837 (AOS) WC 6024588840 (CA) WC 6024588854 (AZ, OR, WI)	06/01/2022	06/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Stop Gap (OH, ND, WA)			GAP 6042680616 (OH, ND, WA)	06/01/2022	06/01/2023	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The State of New Hampshire is included as Additional Insured (except Workers' Compensation) where required by written contract.

Workers' Compensation Insurance Coverage is provided under Deloitte's policy, meeting New Hampshire's statutory requirements.

CERTIFICATE HOLDER State of NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	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 <i>Marsh USA Inc.</i>
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