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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF MEDICAID SERVICES

Lori A. Shibinette
Commissioner

Henry D. Lipman
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-8431 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

March 9, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Medicaid Services, to enter into a **Retroactive Sole Source** amendment to an existing contract with Accuity Asset Verification Services (VC# 218452), Evanston, IL, to continue electronic asset verification services for applicants and Medicaid recipients, by increasing the price limitation by $139,854 from $1,689,153 to $1,829,007 and by extending the completion date from February 28, 2022 to December 31, 2022, effective upon Governor and Council approval. 50% Federal Funds. 50% General Funds.

The original contract was approved by Governor and Council on March 22, 2017, item #16, as amended on June 19, 2019, item #35, as amended on February 19, 2020, item #11 and most recently amended on May 19, 2021, item #16.

Funds are available in the following accounts for State Fiscal Year 2022 and 2023 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-45-450030-2924, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIV OF FAMILY ASSISTANCE – NEW HEIGHTS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2017	034-500099	Major IT Systems	45139035	$268,598	$0	$268,598
			Subtotal	***$268,598***	***$0***	***$268,598***

01-03-03-030010-7695, DEPARTMENT OF INFORMATION TECHNOLOGY, INFORMATION TECHNOLOGY, DOIT FOR HHS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2017	038-500175	Technology Software	03950174	$0	$0	$0

2018	038-500175	Technology Software	03950174	$222,615	$0	$222,615
2019	038-500175	Technology Software	03950174	$276,140	$0	$276,140
2020	038-500175	Technology Software	03950174	$308,850	$0	$308,850
2021	038-500175	Technology Software	03950322	$306,475	$0	$306,475
2022	038-500175	Technology Software	03950322	$306,475	$0	$306,475
2023	038-500175	Technology Software	03950322	$0	$139,854	$139,854
			Subtotal	***$1,420,555***	***$139,854***	***$1,560,409***
			Total	**$1,689,153**	**$139,854**	**$1,829,007**

EXPLANATION

This request is **Retroactive** because an extension was not able to be negotiated in the expected time. The Department transferred the contract from the Bureau of Family Assistance to the Division of Medicaid, to better align with Department operations. Additionally, this change contributed to the delay in initiating an extension. The Department is requesting the services are retroactive to February 28, 2022, to support continued Medicaid services.

This request is **Sole Source** because the Department is seeking to extend the contract beyond the completion date and there are no renewal options available. This request extends the contract until the end of 2022 calendar year, while the Department conducts a procurement for these services.

The Social Security Act, Section 1940 requires all States implement a system for verifying the financial assets of Medicaid applicants and beneficiaries whom are categorically aged, blind or disabled The current contract provides an electronic exchange of financial information to the Department for the purpose of determining initial eligibility and redetermination for the aforementioned categories of eligibility. In addition, individuals applying for Medicaid coverage of Long Term Care Services and Supports, utilize the verification system, which includes a request for information on both open and closed accounts for the 60-month lookback period, which assists in the required evaluation of potential transfers of assets. This request to extend the current agreement will continue the electronic exchange of financial account information between the Department and financial institutions within the United States to determine financial eligibility for assistance.

The number of Department transactions facilitated by the Contractor averages 7,100 per month, which is a 22.5% increase from the original 5,500 estimated monthly host support transactions identified in the original contract; due to the increased enrollment related to the expected end of the continuous enrollment maintenance of effort requirements.

The Department will monitor the effectiveness of the Contractor and the delivery of services required under this agreement using the following information:

- Monthly data reports on number of requests submitted;

- Monthly data reports on number of responses received; and
- Monthly data reports on number of out-of-state reports submitted and received.

Should the Governor and Council not authorize this request, New Hampshire will be out of compliance with the federal law. If the Department fails to implement or maintain an asset verification system as required by Section 1940 of the Social Security Act, the Department will be unable to verify assets, resulting in services to the aged, blind or disabled individuals being withheld.

Area served: Statewide

Source of Federal Funds: CFDA #93.778, FAIN #2205NH5ADM.

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

Respectfully submitted,

DocuSigned by:
Ann H. Landry
24BAB37EDBEB488...

Lori A. Shibinette
Commissioner

RID #67292

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

Denis Goulet
Commissioner

March 9, 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 to enter into a Retroactive, Sole Source contract amendment with Accuity Asset Verification Services, Inc. (Vendor #218452), of Evanston, IL as described below and referenced as DoIT No. 2016-002D.

> The purpose of this request is to enter into a contract amendment with Accuity Asset Services, Inc. to extend the contract beyond the completion date and there are no renewal options available. This request extends the contract until the end of December 31, 2022, to allow the Department sufficient time to competitively procure these services. This request is Retroactive because negotiations took longer than anticipated.
>
> The funding amount for this amendment is $139,854.00, increasing the current price limitation contract from $1,689,153.00 to $1,829,007.00 and by extending the completion date from February 28, 2022 to December 31, 2022. This amendment shall become effective upon Governor and Executive Council approval through December 31, 2022.

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

Sincerely,

Denis Goulet

DG/RA
DoIT #2016-002D
RID# 58147

cc: Mike Williams, IT Manager, DoIT

State of New Hampshire
Department of Health and Human Services
Amendment #4 to the Electronic Asset Verification System Solution

This Amendment to the Electronic Asset Verification System Solution contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Accuity Asset Verification Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 22, 2017, (Item #16), as amended on June 19, 2019, (Item #35), as amended on February 19, 2020, (Item #11), and as amended on May 19, 2021, (Item #16) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   December 31, 2022.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,829,007.

3. Modify Part 2 – Information Technology Provisions, Section 15, Dispute Resolution, Dispute Resolution Responsibility and Schedule Table, to read:

Level	Contractor	State	Cumulative Allotted Time
Primary	Associate Director, Accuity AVS	Medicaid Policy Administrator	5 Business Days
First	Managing Director, Accutiy AVS	Director , Division of Medicaid Services	10 Business Days
Second	President, Accuity AVS	Commissioner, Department of Health and Human Services	15 Business Days

4. Modify Part 3 – Exhibit A, Statement of Work, Section E, State Fiscal Years 2018, 2019 and 2022 Funding, to read as follows:

   E. State Fiscal Years 2022 and 2023 Funding.

   Notwithstanding any other provision of the Contract to the contrary, no services shall continue after December 31, 2022, and the Department shall not be liable for any payments for services provided after December 31, 2022.

5. Modify Part 3 – Exhibit B, Price and Payment Schedule, Section 3 Payment Schedule, Subsection 3.1 Activity, Deliverable, or Milestone Table, Line #32, to read:

DS
3/9/2022

Line #	Activity, Deliverable, or Milestone	Projected Delivery Date	Price
32	Ongoing Host & Support Transition Fees $2.79 per Transaction Estimated # of Transactions = 7,100 per month for 6 months; paid monthly; Total not to exceed $460,350	12/31/2022	$139,854

7. Modify Part 3 - Exhibit B, Price and Payment Schedule; Section 3 Payment Schedule, Subsection 3.1 Activity, Deliverable, or Milestone Table, to add Line #40, to read:

Line #	Activity, Deliverable, or Milestone	Projected Delivery Date	Price
40	Ongoing Support & Maintenance for contract compliance and vendor invoices through December 31, 2022.	12/31/2022	$139,854

8. Modify Part 3 – Exhibit B, Price and Payment Schedule, Section 3.2, Future Contractor Rates Worksheet; to add SFY 2023, to read:

Position Title/Service	SFY 2016	SFY 2017	SFY 2018	SFY 2019	SFY 2020	SFY 2021	SFY 2022	SFY 2023
President/Managing Director	$495.00	$495.00	$495.00	$495.00	$495.00	$495.00	$495.00	$495.00
Senior Director/Director/Vice-President	$379.50	$379.50	$379.50	$379.50	$379.50	$379.50	$379.50	$379.50
IT Manager	$258.50	$258.50	$258.50	$258.50	$258.50	$258.50	$258.50	$258.50
Project Manager	$253.00	$253.00	$253.00	$253.00	$253.00	$253.00	$253.00	$253.00
Subject Matter Expert/Eligibility Consultant	$253.00	$253.00	$253.00	$253.00	$253.00	$253.00	$253.00	$253.00
Technical Lead	$203.50	$203.50	$203.50	$203.50	$203.50	$203.50	$203.50	$203.50
System Engineer	$203.50	$203.50	$203.50	$203.50	$203.50	$203.50	$203.50	$203.50
QA Engineer	$132.00	$132.00	$132.00	$132.00	$132.00	$132.00	$132.00	$132.00
Compliance Officer	$137.50	$137.50	$137.50	$137.50	$137.50	$137.50	$137.50	$137.50
Associate Director	$330.00	$330.00	$330.00	$330.00	$330.00	$330.00	$330.00	$330.00
Operations Supervisor	$137.50	$137.50	$137.50	$137.50	$137.50	$137.50	$137.50	$137.50
(FI) Data Specialist	$137.50	$137.50	$137.50	$137.50	$137.50	$137.50	$137.50	$137.50
Medicaid Specialist	$77.00	$77.00	$77.00	$77.00	$77.00	$77.00	$77.00	$77.00

DS

3/9/2022

All terms and conditions of the Contract and prior amendments not modified by this Amendment #4 remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

3/11/2022
Date

DocuSigned by:
Henry D. Lipman
CF5D44D4F10D4E4...
Name: Henry D. Lipman
Title: Medicaid Director

Accuity Asset Verification Services, Inc.

3/9/2022
Date

DocuSigned by:
830C289901FB4C2...
Name: Brent Newman
Title: President, Accuity AVS Inc.

DS
3/9/2022

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

OFFICE OF THE ATTORNEY GENERAL

3/14/2022
Date

DocuSigned by:
Robyn Guarino
74873484494146B...
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

DS
3/9/2022

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ACCUITY ASSET VERIFICATION SERVICES INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on January 29, 2013. 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: **686202**

Certificate Number: **0005699285**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of March A.D. 2022.

William M. Gardner
Secretary of State

Certificate of Authority
(Corporation)

I Jason Balaban,

Certify that I am Sales, Director of Accuity Asset Verification Services, Inc.

A corporation duly organized and in good standing under the Delaware Business Corporation Law,

Named in the foregoing agreement; that Brent Newman

Who signed said agreement on the behalf of the Accuity Asset Verification Services, Inc.

Was, at the time of execution President, Accuity Asset Verification Services Inc.

Of the Corporation and that said agreement was duly signed for an on behalf of said Corporation By authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW HAMPSHIRE

On the 11 day of March in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared, Jason Balaban personally know to me or proved to me on the bases of satisfactory evidence to be the office described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at 1007 Church Street Evanston IL 60201 and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that she/she signed his/her name thereto pursuant to such authority.

Notary Public

Date: 3/11/2022

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 03/13/2022

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	CONTACT NAME:	
Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
Accuity Asset Verification Services Inc. 1007 Church Street 6th Floor Evanston IL 60201 USA	INSURER A:	Lloyd's Syndicate No. 2623	AA1128623
	INSURER B:	ACE American Insurance Company	22667
	INSURER C:	Zurich American Ins Co	16535
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570091986106 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC [X] OTHER:			OGLG46663160	01/01/2022	01/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Host Liquor Liab	$10,000,000 $1,000,000 $5,000 $10,000,000 $10,000,000 $10,000,000 $5,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION						EACH OCCURRENCE AGGREGATE	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC837684523	01/01/2022	01/01/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	E&O-PL-Primary			FSCE02200015 SIR applies per policy terms & conditions	01/01/2022	12/31/2022	Per Claim Aggregate	$30,000,000 $30,000,000

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

The State of New Hampshire, Department of Health and Human Services is included as additional insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant St.
Concord NH 03301 USA

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

Holder Identifier :

Certificate No : 570091986106

AGENCY CUSTOMER ID: 570000055869
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Accuity Asset Verification Services Inc.
POLICY NUMBER: See Certificate Number: 570091986106	
CARRIER: See Certificate Number: 570091986106 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
B				OGLG46663160	01/01/2022	01/01/2023	Deductible	$15,000

AGENCY CUSTOMER ID: 570000055869
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Accuity Asset Verification Services Inc.
POLICY NUMBER See Certificate Number: 570091986106	
CARRIER See Certificate Number: 570091986106 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

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

Companies Affording coverage

LINE OF BUSINESS DESCRIPTION	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COMPANY	NAIC	PRIMARY (Y/N) FLAG	PERCENTAGE OF RISK
E&O - Professional Liability - Primary	FSCEO2200015	1/1/2022	12/31/2022	Lloyd's Syndicate No. 2623	AA11286	Y	82
E&O - Professional Liability - Primary	FSCEO2200015	1/1/2022	12/31/2022	Lloyd's Syndicate No. 623	AA11266	N	18
General Liability Coverage	OGLG46663160	1/1/2022	1/1/2023	ACE American Insurance Company	22667	Y	100
Workers Compensation	WC837684523	1/1/2022	1/1/2023	Zurich American Ins Co	16535	Y	100

The Subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

16 mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 5, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to amend an existing **Retroactive, Sole Source** contract with Accuity Asset Verification Services, Inc., (VC#218452), Evanston, IL., for electronic asset verification services for applicants and renewing recipients of Medicaid; by increasing the price limitation by $306,475 from $1,382,678 to $1,689,153 and by extending the completion date from February 28, 2021 to February 28, 2022 effective retroactive to February 28, 2021, upon Governor and Council approval. 44% Federal Funds. 56% General Funds.

The original contract was approved by Governor and Council on March 22, 2017, item #16. It was subsequently amended with Governor and Council approval on June 19, 2019, item #35, and most recently amended with Governor and Council approval on February 19, 2020, item #11.

Funds are available in the following accounts for State Fiscal Year 2021 and anticipated to be available for State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-45-450030-2924, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIV OF FAMILY ASSISTANCE – NEW HEIGHTS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased/ (Decreased) Amount	Revised Modified Budget
2017	034-500099	Major IT Systems	Fund 30	$268,598	$0	$268,598
			Subtotal	*$268,598*	*$0*	*$268,598*

01-03-03-030010-7695, DEPARTMENT OF INFORMATION TECHNOLOGY, INFORMATION TECHNOLOGY, DOIT FOR DHHS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased/ (Decreased) Amount	Revised Modified Budget
2017	038-500175	Technology - Software	3950174	$0	$0	$0

2018	038-500175	Technology - Software	3950174	$222,615	$0	$222,615
2019	038-500175	Technology - Software	3950174	$276,140	$0	$276,140
2020	038-500175	Technology - Software	3950174	$308,850	$0	$308,850
2021	038-500175	Technology - Software	03950322	$306,475	$0	$306,475
2022	038-500175	Technology - Software	03950322	$0	$306,475	$306,475
			Subtotal	*$1,114,080*	*$306,475*	*$1,420,555*
			TOTAL	**$1,382,678**	*$306,475*	**$1,689,153**

EXPLANATION

This request is **Retroactive** because the Department did not have the fully executed contract documents in time for Governor and Executive Council approval to prevent the current contract from expiring.

This request is **Sole Source** because a previous amendment was approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source. This request extends the contract for one additional year. During this past year, the Department evaluated leveraging a contract with other states through the New England States Consortium Systems Organization.

It was determined that this was a more expensive option due to conversion costs and additional features not required by the Department.

The purpose of this request is to continue the electronic exchange of financial account information between the Department and financial institutions within the United States in order to determine financial eligibility for assistance.

The number of Department transactions facilitated by the Contractor averages 7,100 per month, which is a 29% increase from the original 5,500 estimated monthly host support transactions identified in the original contract.

The ability to electronically exchange financial information allows the Department to determine if applicants and recipients of Medicaid have transferred any assets for the purposes of qualifying for Long-Term Care assistance. This service allows the Department to maintain compliance with Section 1940 of the Social Security Act, which requires all states to implement a system for verifying the assets of those applying for and receiving Medicaid.

The Department will monitor the effectiveness of the Contractor and the delivery of services required under this agreement using the information:

- Monthly data reports on number of requests submitted;
- Monthly data reports on number of responses received; and
- Monthly data reports on number of out-of-state reports submitted and received.

Should the Governor and Executive Council not approve this request, New Hampshire will be out of compliance with the federal law. If the Department fails to implement or maintain an Asset Verification System as required by Section 1940, penalties could include the loss of Medicaid funding.

Area served: Statewide

Source of Funds: CFDA #93.778 FAIN# NH20164

The Department will request General Funds in the event that Federal Funds are no longer available and services are still needed.

Respectfully submitted,

Lori Shibinette
Commissioner, DHHS

Denis Goulet
Commissioner/CIO-DoIT

kaf/jh

DoIT #2016-002
RID: 58147

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

Denis Goulet
Commissioner

April 6, 2021

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 to enter into a Retroactive, Sole Source contract amendment with Accuity Asset Verification Services, Inc. (Vendor #218452), of Evanston, IL as described below and referenced as DoIT No. 2016-002C.

> The purpose of this request is to enter into a contract amendment with Accuity Asset Services, Inc. to continue to facilitate the electronic exchange of financial account information between the Department and financial institutions within the United States so that the department may determine whether applicants and recipients meet certain financial eligibility requirements for assistance.
>
> The funding amount for this amendment is $306,475.00, increasing the current contract from $1,382,678 to $1,689,153 and by extending the completion date to February 28, 2022 from the original completion date of February 28, 2021. This amendment shall become effective upon Governor and Executive Council approval through February 28, 2022.

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

Sincerely,

Denis Goulet

DG/kaf/
DoIT #2016-002C
RID# 58147

cc: Mike Williams, IT Manager, DoIT

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Electronic Asset Verification System Solution Contract

This Amendment to the Electronic Asset Verification System Solution contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Accuity Asset Verification Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 22, 2017, (Item #16), as amended on June 19, 2019, (Item #35) and as amended on February 19, 2020 (Item #11), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.6, Account Number, to read:

   05-95-45-450030-2924; 01-03-03-030010-7695

2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   February 28, 2022.

3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,689,153.

4. Modify Part 2 – Information Technology Provision, by deleting the Contract Cover Sheet in its entirety.

5. Modify Part 2 – Information Technology Provisions, Section 15, Dispute Resolution, Depute Resolution Responsibility and Schedule Table, to read:

Level	Contractor	State	Cumulative Allotted Time
Primary	Jason Balaban, Associate Director, Accuity AVS	Debra Sorli, Bureau Chief, Bureau of Family Assistance	5 Business Days
First	David Leverenz, Managing Director, Accutiy AVS	Christine L. Santaniello, Director , Division of Economic & Housing Stability	10 Business Days
Second	Brent Newman, President, Accuity AVS	Lori A. Shibinette, Commissioner, Department of Health and Human Services	15 Business Days

6. Modify Part 3 – Exhibit A, Statement of Work, Section E, State Fiscal Years 2018, 2019, 2020 Funding

   Notwithstanding any other provision of the Contract to the contrary, no services shall continue after February 28, 2022 and the Department shall not be liable for any payments for services provided after February 28, 2022, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium and SFY 2020, 2021 and 2022.

7. Modify Part 3 - Exhibit B, Price and Payment Schedule; Section 3 Payment Schedule, Subsection 3.1 Activity, Deliverable, or Milestone Table, to add Line #39, to read:

Line #	Activity, Deliverable, or Milestone	Projected Delivery Date	Price
39	Ongoing Support & Maintenance for contract compliance and vendor invoices through February 28, 2022.	2/28/21	$306,475

8. Modify Part 3 – Exhibit B, Price and Payment Schedule, Section 3.2, Future Contractor Rates Worksheet; to add SFY 2022, to read

Position Title/Service	SFY 2016	SFY 2017	SFY 2018	SFY 2019	SFY 2020	SFY 2021	SFY 2022
President/Managing Director	$495.00	$495.00	$495.00	$495.00	$495.00	$495.00	$495.00
Senior Director/Director/Vice-President	$379.50	$379.50	$379.50	$379.50	$379.50	$379.50	$379.50
IT Manager	$258.50	$258.50	$258.50	$258.50	$258.50	$258.50	$258.50
Project Manager	$253.00	$253.00	$253.00	$253.00	$253.00	$253.00	$253.00
Subject Matter Expert/Eligibility Consultant	$253.00	$253.00	$253.00	$253.00	$253.00	$253.00	$253.00
Technical Lead	$203.50	$203.50	$203.50	$203.50	$203.50	$203.50	$203.50
System Engineer	$203.50	$203.50	$203.50	$203.50	$203.50	$203.50	$203.50
QA Engineer	$132.00	$132.00	$132.00	$132.00	$132.00	$132.00	$132.00
Compliance Officer	$137.50	$137.50	$137.50	$137.50	$137.50	$137.50	$137.50
Associate Director	$330.00	$330.00	$330.00	$330.00	$330.00	$330.00	$330.00
Operations Supervisor	$137.50	$137.50	$137.50	$137.50	$137.50	$137.50	$137.50
(FI) Data Specialist	$137.50	$137.50	$137.50	$137.50	$137.50	$137.50	$137.50
Medicaid Specialist	$77.00	$77.00	$77.00	$77.00	$77.00	$77.00	$77.00

New Hampshire Department of Health and Human Services
Electronic Asset Verification System Solution

All terms and conditions of the Contract and prior amendments not modified by this Amendment #3 remain in full force and effect. This Amendment shall be effective retroactively to March 1, 2021 upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

4/7/2021
Date

DocuSigned by:
Christine Santaniello
Name: Christine Santaniello
Title: Director

Accuity Asset Verification Services, Inc.

3/30/2021
Date

DocuSigned by:
Brent Newman
Name: Brent Newman
Title: Executive Vice President

New Hampshire Department of Health and Human Services
Electronic Asset Verification System Solution

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

OFFICE OF THE ATTORNEY GENERAL

4/16/2021
Date

DocuSigned by:
Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

JAN29'20 AM11:58 DAS

11 mac

Kerrin A. Rounds
Acting Commissioner

Christine L. Santaniello
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

January 22, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to exercise a renewal option and amend an existing **sole source** agreement with Accuity Asset Verification Services, Inc., 1007 Church Street, Evanston, IL 60201 (Vendor #218452), providing electronic asset verification services for applicants of, and renewing recipients of, Medicaid; by increasing the price limitation by $419,775 from $962,903 to $1,382,678 and by extending the completion date from February 29, 2020 to February 28, 2021, effective upon Governor and Executive Council approval. 44% Federal Funds, 56% General Funds.

This agreement was originally approved by the Governor and Executive Council on March 22, 2017 (Item #16), and subsequently amended on June 19, 2019 (Item #35).

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-45-450030-2924, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIV OF FAMILY ASSISTANCE – NEW HEIGHTS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased/ (Decreased) Amount	Revised Modified Budget
2017	034-500099	Major IT Systems	Fund 30	$268,598	$0	$268,598
			Subtotal	*$268,598*	*$0*	*$268,598*

01-03-03-030010-7695, DEPARTMENT OF INFORMATION TECHNOLOGY, INFORMATION TECHNOLOGY, DOIT FOR DHHS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased/ (Decreased) Amount	Revised Modified Budget
2017	038-500175	Technology - Software	03950174	$0	$0	$0
2018	038-500175	Technology - Software	03950174	$222,615	$0	$222,615
2019	038-500175	Technology - Software	03950174	$276,140	$0	$276,140
2020	038-500175	Technology - Software	03950174	$195,550	$113,300	$308,850
2021	038-500175	Technology - Software	03950174	$0	$306,475	$306,475
			Subtotal	*$694,305*	*$419,775*	*$1,114,080*
			TOTAL	$962,903	$419,775	$1,382,678

EXPLANATION

This request is **sole source** because the previous amendment increased funding by more than ten percent (10%) of the total original contract price limitation.

The purpose of this request is to add funding for additional host support transactions due to the number of monthly Department transactions experienced in State Fiscal Year 2019 and State Fiscal Year 2020, which exceeded the anticipated forecasted host support transactions. The Department anticipates an elevated number of transactions to continue through State Fiscal Years 2020 and 2021. The Department anticipates re-procuring services during the fall of 2020.

The number of Department transactions facilitated by the Contractor averages 7,100 per month, which is a 29% increase from the original 5,500 estimated monthly host support transactions identified in the original contract.

The Contractor continues to facilitate the electronic exchange of financial account information between the Department and financial institutions within the United States. This allows the Department to determine whether applicants and recipients meet financial eligibility requirements for assistance. Further, the ability to electronically exchange financial information allows the Department to determine if applicants and recipients have transferred any assets for the purposes of qualifying for Long-Term Care. This service allows the Department to maintain compliance with Section 1940 of the Social Security Act, which requires all states to implement a system for verifying the assets of those applying for and receiving Medicaid.

The Contractor was selected through a competitive bid process.

As referenced in Part 2 – Information Technology Provisions; Section 2, Contract Term, the Department reserves the right to renew the agreement for up to two (2) additional years subject to the parties' prior written agreement on applicable fees, availability of funds, satisfactory performance of services and approval from the Governor and Executive Council. The Department is in agreement with renewing services for one (1) of the two (2) years available at this time.

The Department will monitor the effectiveness of the Contractor and the delivery of services required under this agreement using the following measures:

- Monthly data reports on number of requests submitted;
- Monthly data reports on number of responses received; and
- Monthly data reports on number of out-of-state reports submitted and received.

Should the Governor and Executive Council not approve this request, New Hampshire will be out of compliance with the federal law. If the Department fails to implement or maintain an Asset Verification System as required by Section 1940, penalties could include the loss of Medicaid funding.

Area served: Statewide.

Source of funds: 44% Federal Funds and 56% General Funds.

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

Respectfully Submitted,

Kerrin A. Rounds
Acting Commissioner

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

Denis Goulet
Commissioner

January 28, 2020

Kerrin A. Rounds, Acting Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Acting Commissioner Rounds:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source contract amendment with Accuity Asset Verification Services, Inc. (Vendor #218452), of Evanston, IL as described below and referenced as DoIT No. 2016-002B.

> The purpose of this request is to enter into a contract amendment with Accuity Asset Services, Inc. to continue to facilitate the electronic exchange of financial account information between the Department and financial institutions within the United States so that the department may determine whether applicants and recipients meet certain financial eligibility requirements for assistance.
>
> The funding amount for this amendment is $419,775.00, increasing the current contract from $962,903.00 to $1,382,678.00 and by extending the completion date to February 28, 2021 from the original completion date of February 29, 2020. This amendment shall become effective upon Governor and Executive Council approval through February 28, 2021.

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

Sincerely,

Kenneth Dean FOR

Denis Goulet

DG/kaf/ck
DoIT #2016-002B
RID# 48009

cc: Bruce Smith, IT Manager, DoIT

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Electronic Asset Verification System Solution Contract

This 2nd Amendment to the Electronic Asset Verification System Solution contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Accuity Asset Verification Services, Inc. (hereinafter referred to as "the Contractor"), a corporation with a place of business at 1007 Church St., Floor 6, Evanston, Illinois 60201.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 22, 2017, (Item #16), as amended on June 19, 2019, Item #35, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Part 2 – Information Technology Provisions; Section 2, Contract Term; the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and to increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,382,678

2. Form P-37, General Provisions, Block 1.7, Completion Date, to read:

   February 28, 2021

3. Modify Part 2 – Information Technology Provisions, Section 2 Contract Term, to read:

   2.1 The Contract and all obligations of the parties hereunder shall become effective on March 1, 2017, after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

   2.2 The Contract shall begin on the Effective Date and end on the contract completion date specified in Form P-37, General Provisions, Block 1.7, Completion Date.

   2.3 The Contractor shall commence work upon issuance of a Notice to Proceed by the State.

2.4 The State does not require the Contractor to commence work prior to the Effective Date; however, if the Contractor commences work prior to the Effective Date and a Notice to Proceed such work shall be performed at the sole risk of the Contractor. In the event that the Contract does not become effective, the State shall be under no obligation to pay the Contractor for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

4. Modify Part 2 – Information Technology Provisions, Section 4 Contract Management, Subsection 4.1 The Contractor's Contract Manager, to read:

4.1 The Contractor's Contract Manager

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

Jason Balaban, Commercial Director
Accuity Asset Verification Services, Inc.
1007 Church Street, Floor 6
Evanston Illinois 60201
Tel: 847-933-5076
Email: Jason.Balaban@accuity.com

5. Modify Part 2 – Information Technology Provisions, Section 4 Contract Management, Subsection 4.2, Paragraph 4.2.5, to read:

4.2.5 The Contractor Project Manager is:

David Leverenz, Managing Director
Accuity Asset Verification Services, Inc.
1007 Church Street, Floor 6
Evanston, Illinois 60201
Tel: 847-933-8142
Email: David.Leverenz@accuity.com

6. Modify Part 2 – Information Technology Provisions, Section 4 Contract Management, Subsection 4.4 State Contract Manager, to read:

4.4 State Contract Manager

4.4.1 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:

Debra E. Sorli
Bureau Chief
Bureau of Family Assistance
Division of Economic and Housing Stability
129 Pleasant Street
Concord, NH 03301
debra.sorli@dhhs.nh.gov

7. Modify Part 2 – Information Technology Provisions, Section 4 Contract Management, Subsection 4.5 State Project Manager, to read:

4.5 State Project Manager

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

4.5.1.1 Leading the project.

4.5.1.2 Engaging and managing all vendors working on the project.

4.5.1.3 Managing significant issues and risks.

4.5.1.4 Reviewing and accepting Contract Deliverables.

4.5.1.5 Invoice sign-offs.

4.5.1.6 Review and approval of change proposals.

4.5.1.7 Managing stakeholders' concerns.

4.5.2 The State Project Manager is:

Kerrileigh Schroeder
Administrator II
Bureau of Family Assistance
129 Pleasant Street
Concord, NH 03301
Kerrileigh.Schroeder@dhhs.nh.gov

8. Modify Part 2 – Information Technology Provisions, Section 15. Dispute Resolution, Dispute Resolution Responsibility and Schedule Table, to read:

LEVEL	THE CONTRACTOR	STATE	CUMULATIVE ALLOTTED TIME
Primary	Jason Balaban, Associate Director, Accuity AVS	Debra Sorli, Bureau Chief, Bureau of Family Assistance	5 Business Days
First	David Leverenz, Managing Director, Accuity AVS	Christine L. Santaniello, Director, Division of Economic & Housing Stability	10 Business Days
Second	Brent Newman, President, Accuity AVS	Kerrin A. Rounds, Interim Commissioner	15 Business Days

New Hampshire Department of Health and Human Services
Electronic Asset Verification System Solution

9. Modify Part 3 - Exhibit B, Price and Payment Schedule; Section 3 Payment Schedule, Subsection 3.1 Activity, Deliverable, or Milestone Table, to add Lines #37 and #38, to read:

Line #	Activity, Deliverable, or Milestone	Projected Delivery Date	Price
37	Ongoing Support & Maintenance for contract compliance and vendor invoices through June 30, 2020.	6/30/20	$215,458
38	Ongoing Support & Maintenance for contract compliance and vendor invoices through February 28, 2021.	2/28/21	$204,317

10. Modify Part 3 – Exhibit B, Price and Payment Schedule, Section 3.2, Future Contractor Rates Worksheet; to add SFY 2020 and SFY 2021, to read:

Position Title/Service	SFY 2016	SFY 2017	SFY 2018	SFY 2019	SFY 2020	SFY 2021
President/Managing Director	$495.00	$495.00	$495.00	$495.00	$495.00	$495.00
Senior Director/Director/Vice-President	$379.50	$379.50	$379.50	$379.50	$379.50	$379.50
IT Manager	$258.50	$258.50	$258.50	$258.50	$258.50	$258.50
Project Manager	$253.00	$253.00	$253.00	$253.00	$253.00	$253.00
Subject Matter Expert/Eligibility Consultant	$253.00	$253.00	$253.00	$253.00	$253.00	$253.00
Technical Lead	$203.50	$203.50	$203.50	$203.50	$203.50	$203.50
System Engineer	$203.50	$203.50	$203.50	$203.50	$203.50	$203.50
QA Engineer	$132.00	$132.00	$132.00	$132.00	$132.00	$132.00
Compliance Officer	$137.50	$137.50	$137.50	$137.50	$137.50	$137.50
Associate Director	$330.00	$330.00	$330.00	$330.00	$330.00	$330.00
Operations Supervisor	$137.50	$137.50	$137.50	$137.50	$137.50	$137.50
(FI) Data Specialist	$137.50	$137.50	$137.50	$137.50	$137.50	$137.50
Medicaid Specialist	$77.00	$77.00	$77.00	$77.00	$77.00	$77.00

11. Modify Part 3 - Exhibit B, Price and Payment Schedule, Section 5. Invoicing, to read:

5.1 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:

5.1.1 Itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment.

5.1.2 Date of delivery and/or installation.

5.1.3 Monthly maintenance charges.

5.1.4 Any other Project costs or retention amounts, if applicable.

5.2 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.

5.3 Invoices shall be sent to:
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301; or
Beth.Kelly@dhhs.nh.gov

New Hampshire Department of Health and Human Services
Electronic Asset Verification System Solution

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

1/17/2020
Date

Christine Santaniello
Director

Accuity Asset Verification Services, Inc.

1/14/2020
Date

Name: Brant Newman
Title: President

Acknowledgement of Contractor's signature:

State of Illinois, County of Cook on 1/14/2020, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of ~~Notary Public or Justice of the Peace~~

Georgina Herrera
Name and Title of Notary or Justice of the Peace

My Commission Expires: 4/16/2022

OFFICIAL SEAL
GEORGINA HERRERA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/16/22

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

OFFICE OF THE ATTORNEY GENERAL

1/21/20
Date

Name: CATHERINE PINOS
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

35 mac

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 31, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic & Housing Stability, to exercise a **sole source** amendment to an existing agreement with Accuity Asset Verification Services, Inc., 1007 Church Street, Evanston, IL 60201 (Vendor #218452), providing electronic asset verification services to verify the reporting of assets by aged, blind or disabled applicants for, and recipients of, Medicaid; by increasing the price limitation by $128,955 from $833,948 to $962,903 with no change to the contract completion date of February 29, 2020, effective upon Governor and Executive Council approval. 44% Federal Funds, 56% General Funds.

This agreement was originally approved by the Governor and Executive Council on March 22, 2017 (Item #16).

Funds are available in the following accounts for State Fiscal Year (SFY) 2019 and anticipated to be available in SFY 2020 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-45-450030-2924, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIV OF FAMILY ASSISTANCE – NEW HEIGHTS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased/ (Decreased) Amount	Revised Modified Budget
2017	034-500099	Major IT Systems	Fund 30	$268,598	$0	$268,598
			Subtotal	*$268,598*	*$0*	*$268,598*

01-03-03-030010-7695, DEPARTMENT OF INFORMATION TECHNOLOGY, INFORMATION TECHNOLOGY, DOIT FOR DHHS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased/ (Decreased) Amount	Revised Modified Budget
2017	038-500175	Technology - Software	03950174	$0	$0	$0
2018	038-500175	Technology - Software	03950174	$131,915	$0	$131,915
2019	038-500175	Technology - Software	03950174	$226,140	$50,000	$276,140
2020	038-500175	Technology - Software	03950174	$207,295	$78,955	$286,250
			Subtotal	*$565,350*	*$128,955*	*$694,305*
			TOTAL	**$833,948**	**$128,955**	**$962,903**

EXPLANATION

This request is **sole source** because the increase in funding exceeds ten percent (10%) of the original contract price limitation. The additional funding is necessary for additional host support due to the estimated number of Department transactions each month exceeding the estimated number of host support transactions in SFY 2019. The number of transactions is anticipated to exceed the estimated number of host support transactions in SFY 2020 as well.

The approximate number of Department transactions facilitated by the Contractor is 7,500 per month, an increase from the 5,500 estimated host support transactions in the original contract, at $2.79 each for thirty (30) months.

The Contractor facilitates the electronic exchange of financial account information between the Department and financial institutions within the United States so that the Department may determine whether applicants and recipients meet certain financial eligibility requirements for assistance or if applicants and recipients have transferred any assets for the purposes of qualifying for Long-Term Care. This service allows the Department to maintain compliance with Section 1940 of the Social Security Act, requiring all states to implement a system for verifying the assets of aged, blind or disabled applicants for, and recipients of, Medicaid.

The Contractor was selected through a competitive bid process.

As referenced in Part 2 – Information Technology Provisions; Section 2, Contract Term of the contract, the Department reserves the right to renew the agreement for up to two (2) additional years subject to the parties' prior written agreement on applicable fees and subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council. The Department is not renewing at this time.

Should the Governor and Executive Council not approve this request, New Hampshire will be out of compliance with the Federal law. If the Department fails to implement or maintain an Asset Verification System as required by Section 1940, penalties could include the loss of Medicaid funding for services provided to the aged, blind and disabled individuals.

Area served: Statewide

Source of funds: 44% Federal Funds and 56% General Funds

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

Respectfully Submitted,

Jeffrey A. Meyers
Commissioner

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

2019 JUN 18 AM 11:29 DAS

Denis Goulet
Commissioner

June 4, 2019

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Asset Verification Services, Inc., 1007 Church Street, Evanston, IL 60201 (Vendor #218452) as described below and referenced as DoIT No. 2016-002A.

This request is to enter into a contract amendment to continue to provide electronic asset verification services that will be brought into the State's New HEIGHTS Eligibility System and bring DHHS into compliance with Section 1940 of the Social Security Act, mandating all States to implement a system for verifying the assets of aged, blind or disabled applicants for and recipients of Medicaid.

The funding amount for this amendment is $128,955, increasing the current contract from $833,948 to $962,903 with no change to the contract completion date of February 29, 2020, effective upon Governor and Executive Council approval.

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

Sincerely,

Denis Goulet

DG/kaf
DoIT #2016-002A
RID: 42883

cc: Bruce Smith, IT Manager, DoIT

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Electronic Asset Verification System Solution Contract

This 1st Amendment to the Electronic Asset Verification System Solution contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Accuity Asset Verification Services, Inc. (hereinafter referred to as "the Contractor"), a for-profit Corporation with a place of business at 1007 Church St., Floor 6, Evanston, Illinois 60201.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 22, 2017, (Item #16), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Part 2 – Information Technology Provisions; Section 2, Contract Term; the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

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

1. Form P-37, General Provisions, Block 1.6, Account Number, to read:

   05-95-95-954010-5952, 05-95-45-450030-2924 and 01-10-03-500175-7695

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $962,903.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Amend Part 3 - Exhibit B, Price and Payment Schedule; to add "Operations" Lines 35 and 36 to read:

Line #	Activity, Deliverable, or Milestone	Projected Delivery Date	Price
35	Ongoing Support & Maintenance for contract compliance and vendor invoices through June 30, 2019.	6/30/2019	$50,000
36	Ongoing Support & Maintenance for contract compliance and vendor invoices through February 29, 2020.	10/01/2019	$78,955

6. Add DHHS Exhibit K, DHHS Information Security Requirements (v5 10.09.18).

New Hampshire Department of Health and Human Services
Electronic Asset Verification System Solution

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/31/19
Date

Christine Santaniello
Director

Accuity Asset Verification Services, Inc.

5/29/19
Date

Name: Scott Newman
Title: President

Acknowledgement of Contractor's signature:

State of Illinois, County of Lake on 5/29/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Brittany A. Sharp
Signature of Notary Public or Justice of the Peace

Brittany A. Sharp
Name and Title of Notary or Justice of the Peace

My Commission Expires: 7/2/22

OFFICIAL SEAL
BRITTANY A SHARP
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/02/22

New Hampshire Department of Health and Human Services
Electronic Asset Verification System Solution

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

OFFICE OF THE ATTORNEY GENERAL

5/31/2019
Date

Name: Nancy J. Smith
Title: Sr. Asst. Atty General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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 Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto..

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, 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. End User must employ a virtual private network (VPN) when remotely transmitting via 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 an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire 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 certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. 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 work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, 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.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, 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.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and Individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

16 mac

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

Jeffrey A. Meyers
Commissioner

Carol E. Sideris
Senior Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9546 1-800-852-3345 Ext. 9546
Fax: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

January 27, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Client Services, to enter into an agreement with Accuity Asset Verification Services, Inc. (Vendor #218452), 1007 Church Street, Evanston, IL 60201, for the provision of electronic asset verification services to verify the reporting of assets by aged, blind or disabled applicants for and recipients of Medicaid in an amount not to exceed $833,948 effective upon Governor and Executive Council approval, through February 29, 2020. 58% Federal Funds and 42% General Funds.

Funds to support this request are available in State Fiscal Year 2017 and are anticipated to be available in State Fiscal Years 2018, 2019 and 2020 upon availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-45-450030-2924, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIV OF FAMILY ASSISTANCE – NEW HEIGHTS (90% Federal Funds and 10% General Funds)

Fiscal Year	Class/Object	Title	Activity Code	Amount
2017	034-500099	Major IT Systems	Fund 30	$268,598
			Subtotal:	*$268,598*

01-03-03-030010-7695, DEPARTMENT OF INFORMATION TECHNOLOGY, DoIT for DHHS (48% Federal Funds and 52% General Funds)

Fiscal Year	Class/Object	Title	Activity Code	Amount
2018	038-500175	Technology - Software	03950174	$131,915
2019	038-500175	Technology - Software	03950174	$226,140
2020	038-500175	Technology - Software	03950174	$207,295
			Subtotal:	*$565,350*
			TOTAL:	$833,948

EXPLANATION

The purpose of this request is to facilitate the electronic exchange of financial account information between the Department and financial institutions within the United States so that the Department may determine whether applicants and recipients meet certain financial eligibility requirements for assistance. Approving this request will bring the Department into compliance with Section 1940 of the Social Security Act, which requires all States to implement a system for verifying the assets of aged, blind or disabled applicants for, and recipients of, Medicaid.

The Contractor will provide the Department with the ability, using a secure system, to electronically forward a request for asset information to financial institutions regarding individuals who are applying for and/or who are receiving the following types of assistance: Old Age Assistance (OAA), Aid to the Needy Blind (ANB) or Aid to the Permanently and Totally Disabled (APTD) medical assistance, Medicaid for Employed Adults with disability (MEAD), and the Medicare Saving Program. Each financial institution will respond electronically, providing any information it has about assets the applicant/recipient has or had in the institution within the previous sixty months. This information will then be brought into the State's New HEIGHTS Eligibility System (New HEIGHTS), where the information will be used to determine whether applicants and/or recipients meet certain financial eligibility requirements.

Through an analysis of the Vendor's cost proposal, the Department was able to negotiate a lower procurement rate, reducing the price limitation by $125,280.

The Contractor was selected utilizing a competitive bidding process. The Department released a Request for Proposals on November 12, 2015, seeking proposals for the provision of a software and operational services solution which would allow the Department to implement a process to facilitate the exchange of information between the Department and financial institutions to verify and report assets of aged, blind or disabled applicants for and recipients of Medicaid in accordance with section 1940 of the Social Security Act, added by Title VII, Section 7001(d) of P.L. 110-252 (Supplemental Appropriations Act of 2008). This new Section 1940 requires all states to implement an electronic system for verifying the assets of aged, blind or disabled applicants for, and beneficiaries of, Medicaid.

The deadline for proposal submission was on January 6, 2016. One (1) proposal was received. A team of individuals with extensive program knowledge reviewed the proposal, after which, the Contractor was selected (score sheet attached). According to the Contractor's proposal, it has access to one hundred percent (100%) of the financial institution account locations in the State of New Hampshire, which includes those institutions whose accounts represent more than seventy eight percent (78%) of all deposit accounts in the State. The procurement of services was not initiated in State Fiscal Year 2016 due to lack of funding. Funding is available in State Fiscal Year 2017 and is anticipated to be available in State Fiscal Years 2018, 2019 and 2020.

The contract makes clear that notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017 and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium and SFY 2020.

The Department reserves the right to renew the agreement for up to two (2) additional years subject to the parties' prior written agreement on applicable fees and subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, New Hampshire will continue to be out of compliance with the Federal law. If the Department fails to implement an Asset Verification System as required by Section 1940, penalties include the loss of Medicaid funding for services provided to the aged, blind and disabled individuals.

Area served: Statewide

Source of funds: 58% Federal Funds and 42% General Funds

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

Respectfully Submitted,

Carol E. Sideris
Director, Division of Client Services

Donna O'Leary
Chief Information Officer

Approved by:
Jeffrey A. Meyers
Commissioner

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

Electronic Asset Verification System Solution
RFP Name

RFP 2016-002
RFP Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Acculty Asset Verification Services, Inc.		1000	986
2. 0		1000	0
3. 0		1000	0
4. 0		1000	0
5. 0		1000	0
6. 0		1000	0
7. 0		1000	0
8. 0		1000	0
9. 0		1000	0

Reviewer Names

1. Mickie Rae Grimes, Regional Mgr, OHS, Div of Client Services
2. Dawn Landry, Medicaid Program Specialist
3. Joni M Mullenmeister, Family Services, New Heights
4. Martin Laughlin, Administrator II, Program Support
5. Gregory Allsop, Bus Sys Analyst
6. P.J. Nadeau, Financial Administrator, OII
7. Steven Kiander, Dir. of Finance
8. Mary Calise, Administrator IV
9.

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

Denis Goulet
Commissioner

January 5, 2017

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Accuity Asset Verification Services, Inc., (Vendor #218452), of Evanston, IL as described below and referenced as DoIT No. 2016-002.

This request is to enter into a contract with Accuity Asset Verification Services to provide electronic asset verification services that will be brought into the State's New HEIGHTS Eligibility System and bring DHHS into compliance with Section 1940 of the Social Security Act. The information will be used to verify the reporting of assets by aged, blind or disabled applicants for, and recipients of, Medicaid.

The contract amount is not to exceed $833,948 effective March 1, 2017, or upon Governor and Executive Council approval, whichever is later, through February 29, 2020.

A copy of this letter should accompany the submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kf
DoIT No. 2016-002
cc: Bruce Smith, Marsha M. Lamarre

FORM NUMBER P-37 (version 5/8/15)

Subject: ELECTRONIC ASSET VERIFICATION SYSTEM SOLUTION (RFP 2016-002)

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 Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Accuity Asset Verification Services, Inc.		1.4 Contractor Address 1007 Church St., Floor 6 Evanston, Illinois 60201	
1.5 Contractor Phone Number 847-933-5126	1.6 Account Number 05-95-95-954010-5952 05-95-45-450030-2924	1.7 Completion Date February 29, 2020	1.8 Price Limitation $833,948
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Brent Newman President, County AVS Inc.	

1.13 Acknowledgement: State of IL, County of Cook

On 11 day of Jan 2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace [Seal]

OFFICIAL SEAL
HAROLD SHLENSKY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 10/23/17

1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature Date: 1/19/17	1.15 Name and Title of State Agency Signatory Carol E. Sideris

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Megan A. Lyde Attorney On: 2/16/17

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

FORM NUMBER P-37 (version 5/8/15)

Subject: ELECTRONIC ASSET VERIFICATION SYSTEM SOLUTION (RFP 2016-002)

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HAROLD SHLENSKY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/23/17

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By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Megan Nichols Attorney On: 2/16/17

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.17.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

Contractor Initials BN

Date 11/1/2017

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials BN
Date 1/11/17

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials BN

Date 1/17/24

STATE OF NEW HAMPSHIRE
DIVISION OF CLIENT SERVICES
ELECTRONIC ASSET VERIFICATION SYSTEM SOLUTION
CONTRACT 2016-002
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

New Hampshire Department of Information Technology
Contract Cover Sheet

Name of Agency/Division:
Division of Client Services

Contract Number/Name: Electronic Asset Verification System Solution RFP 2016-002

Contract Purpose:
Provision of software and operational services solution, and associated services to implement a process for verifying and reporting of individual assets held at various financial institutions of aged, blind or disabled (ABD) applicants for and recipients of Medicaid

Name of Vendor: Accuity Asset Verification Services, Inc.	**Who Negotiated the Contract:** Marsha Lamarre
Amount of Contract: $833,948.00	**Funding Source:** 05-95-95-954010-5952 05-95-45-450030-2924
Term of Contract: 3 years from contract approval date	**Is this an amendment?** No

Competitive Bid Process: (Explain if "No")
Yes

Background Information:
Project required under Title VII, Section 7001(d) of PL 110-252. A prior RFI and helped inform development of the RFP used to procure this solution. A demonstration project, involving subcomponents of the federal requirements and performed by a different firm, between the RFI and RFP did not yield acceptable results. This contract represents the Department's first attempt to provide a fully compliant solution.

Special Concerns:

Amendment History (if applicable):

Submitted By:	**Current Date:**
Phone:	**Email:**

STATE OF NEW HAMPSHIRE
DIVISION OF CLIENT SERVICES
ELECTRONIC ASSET VERIFICATION SYSTEM SOLUTION
CONTRACT 2016-002
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

New Hampshire Department of Information Technology
Contract Cover Sheet

Name of Agency/Division:
Division of Client Services
Contract Number/Name: Electronic Asset Verification System Solution RFP 2016-002

Contract Purpose:
Provision of software and operational services solution, and associated services to implement a process for verifying and reporting of individual assets held at various financial institutions of aged, blind or disabled (ABD) applicants for and recipients of Medicaid

Name of Vendor:
Accuity Asset Verification Services, Inc.
Amount of Contract:
$833,948.00

Who Negotiated the Contract:
Marsha Lamarre

BN 3-7-2017

Funding Source: 01-03-03-030010-7695
~~05-95-95-954010-5932~~
05-95-45-450030-2924
Is this an amendment? No

Term of Contract:
3 years from contract approval date
Competitive Bid Process: (Explain if "No")
Yes
Background Information:
Project required under Title VII, Section 7001(d) of PL 110-252. A prior RFI and helped inform development of the RFP used to procure this solution. A demonstration project, involving subcomponents of the federal requirements and performed by a different firm, between the RFI and RFP did not yield acceptable results. This contract represents the Department's first attempt to provide a fully compliant solution.

Special Concerns:

Amendment History (if applicable):

Submitted By:
Phone:

Current Date:
Email:

STATE OF NEW HAMPSHIRE
DIVISION OF CLIENT SERVICES
ELECTRONIC ASSET VERIFICATION SYSTEM SOLUTION
CONTRACT 2016-002
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

TABLE OF CONTENTS

Initials: BN
Date: 5/8/17

STATE OF NEW HAMPSHIRE
DIVISION OF CLIENT SERVICES
ELECTRONIC ASSET VERIFICATION SYSTEM SOLUTION
CONTRACT 2016-002
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

STATE OF NEW HAMPSHIRE
DIVISION OF CLIENT SERVICES
ELECTRONIC ASSET VERIFICATION SYSTEM SOLUTION
CONTRACT 2016-002
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

TERMS AND DEFINITIONS

The following general contracting terms and definitions apply except as specifically noted elsewhere in this document.

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
AVS Data	For the purposes of this Agreement "AVS Data" shall mean any of the following, whether individual or collective: (i) the State's applicant and/or beneficiary data provided or used for the Services; (ii) the State's request for data from a financial institution related to an applicant or beneficiary of Medicaid benefits ("Request"); or (iii) a financial institution's response to a Request transmitted to Contractor for the purpose of performing the asset verification services pursuant to each Statement of Work ("Response"), or (iv) the Contractor's information associated with any of the foregoing Requests or Responses.
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure *under the Contract*
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.

STATE OF NEW HAMPSHIRE
DIVISION OF CLIENT SERVICES
ELECTRONIC ASSET VERIFICATION SYSTEM SOLUTION
CONTRACT 2016-002
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Contract Agreement	The documentation consisting of both the P-37Agreement, Contract Agreement - IT Provisions, and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: *Contract Management)*
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8.
the Contractor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Contracted Vendor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
COTS	Commercial Off-The-Shelf Software
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the Vendor specifically for this project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
Data Breach	The unauthorized access by a non-authorized person(s) that results in the use, disclosure or theft of the State's unencrypted non-public data
DBA	Database Administrator
Deficiencies/Defects	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.

	Class A Deficiency – *Software* - Critical, does not allow System to operate, no work around, demands immediate action; *Written Documentation* - missing significant portions of information or unintelligible to State; *Non Software* - Services were inadequate and require re-performance of the Service. **Class B Deficiency** – *Software* - important, does not stop operation and/or there is a work around and user can perform tasks; *Written Documentation* - portions of information are missing but not enough to make the document unintelligible; *Non Software* - Services were deficient, require reworking, but do not require re-performance of the Service. **Class C Deficiency** – *Software* - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; *Written Documentation* - minimal changes required and of minor editing nature; *Non Software* - Services require only minor reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract, or at such later time as set forth in the contract after Governor and Executive Council approval.
Encryption	Supports the transformation of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Harvest	Software to archive and/or control versions of software

Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure that the values entered by users or provided by other applications meet the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by the Contractor as essential to work on the Project.
Licensee	The State of New Hampshire
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.

STATE OF NEW HAMPSHIRE
DIVISION OF CLIENT SERVICES
ELECTRONIC ASSET VERIFICATION SYSTEM SOLUTION
CONTRACT 2016-002
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the Vendor on the Project
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract
Software Deliverables	The COTS Software provided under this Contract and any Enhancements
Software License	Licenses provided to the State under this Contract

STATE OF NEW HAMPSHIRE
DIVISION OF CLIENT SERVICES
ELECTRONIC ASSET VERIFICATION SYSTEM SOLUTION
CONTRACT 2016-002
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire 129 Pleasant Street Concord, NH 03301 Reference to the term "State" shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement

Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

STATE OF NEW HAMPSHIRE
DIVISION OF CLIENT SERVICES
ELECTRONIC ASSET VERIFICATION SYSTEM SOLUTION
CONTRACT 2016-002
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire The Contractor, ("State"), and Accuity Asset Verification Systems, Inc., an Illinois Corporation, ("CONTRACTOR"), having its principal place of business at 1007 Church Street, Floor 6, Evanston, IL 60201.

Section7001(d) of Title VII of the Supplemental Appropriations Act of 2008, Public Law 110-252, requires all states to implement a system for verifying the assets of aged, blind or disabled applicants and recipients of Medicaid. This project will enable the State to meet the requirements of §1940. It will provide the State with the ability to electronically forward a request for asset information for individuals applying and/or receiving Old Age Assistance (OAA), Aid to the Needy Blind (ANB), or Aid to the Permanently and Totally Disabled (APTD), Medicaid for Employed Adults with Disabilities (MEAD) medical assistance and Medicare Buy-In Programs to financial institutions using a secure system. Through the project solution, each financial institution will respond electronically, providing any information it has about assets the applicant/recipient has or has had in the institution within previous sixty months. This information will then be brought into the State's New HEIGHTS Eligibility System, where the information will be used to determine whether the applicant and/or recipients meet certain financial eligibility requirements.

RECITALS

The State desires to have the Contractor provide an Asset Verification System Solution and associated Services for the State;

Whereas the Contractor wishes to provide an Electronic Asset Verification System Solution.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement (2016-002) 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- Statement of Work and Deliverables
   - Exhibit B- Price and Payment Schedule
   - Exhibit C- Special Provisions
   - Exhibit D- Administrative Services
   - Exhibit E- Warranties
   - Exhibit F- Agency RFP with Addendums, by Reference
   - Exhibit G- Certificates and Attachments
   - Exhibit H- DHHS Exhibits C through J

STATE OF NEW HAMPSHIRE
DIVISION OF CLIENT SERVICES
ELECTRONIC ASSET VERIFICATION SYSTEM SOLUTION
CONTRACT 2016-002
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

1.2 ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

a. State of New Hampshire, Department of Health and Human Services Contract Agreement 2016-002, including Parts 1, 2 and 3.
b. State of New Hampshire, Department of Health and Human Services RFP 2016-002.
c. Vendor Proposal Response to RFP 2016-002 dated December 30, 2015

2. CONTRACT TERM

The Contract and all obligations of the parties hereunder shall become effective on March 1, 2017, after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Contract shall begin on the Effective Date and end on February 29, 2020. The Term may be extended up to two (2) years, ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term.

The Contractor shall commence work upon issuance of a Notice to Proceed by the State.

The State does not require the Contractor to commence work prior to the Effective Date; however, if the Contractor commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of the Contractor. In the event that the Contract does not become effective, the State shall be under no obligation to pay the Contractor for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

Time is of the essence in the performance of the Contractor's obligation under the contract.

3. COMPENSATION

3.1 CONTRACT PRICE

The Contract Price is identified in Part 1, Form P-37 General Provisions, block 1.8 Price Limitation. Method of payment and terms of payment are identified and more particularly described in section 5 of the Form P-37 Agreement and Part 3 Contract Exhibit B: *Price and Payment Schedule*.

3.2 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 procurement or make an award by item, part or portion of an item, group of items, or total Proposal. the Contractor shall not be responsible for any delay, act, or omission of such other vendors, except that the Contractor shall be responsible for any delay, act, or omission of the other vendors if such delay, act, or omission is caused by or due to the fault of the Contractor.

STATE OF NEW HAMPSHIRE
DIVISION OF CLIENT SERVICES
ELECTRONIC ASSET VERIFICATION SYSTEM SOLUTION
CONTRACT 2016-002
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

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 managing the Project to its successful completion.

4.1 THE 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:

Bob McKay
Executive Vice President
Accuity Asset Verification Services, Inc.
1007 Church Street, Floor 6
Evanston, Illinois 60201
Tel: 847-933-5126
Email: Bob.McKay@accuity.com

4.2 THE VENDOR'S PROJECT MANAGER

4.2.1 Contract Project Manager

The Contractor shall assign a Project Manager who meets the requirements of the Contract. The Contractor's selection of the Contracted Vendor 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 the Contractor 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 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. The Contractor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I, Section 2. The Contractor's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Contractor's Project Manager must work diligently and use his/ her best efforts on the Project.

4.2.3 The Contractor shall not change its assignment of the Contractor Project Manager without providing the State written justification and obtaining the prior written approval of the State. 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 the Contractor Project Manager being replaced; meet the requirements of the

Contract; and be subject to reference and background checks described above in General Provisions, Section 4.2.1: *Contract Project Manager*, and in Contract Agreement General Provisions, Section 4.6: *Reference and Background Checks*, below. the Contractor shall assign a replacement the Contractor Project Manager within ten (10) business days of the departure of the prior the Contractor 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 the Contractor 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 the Contractor Project Manager meeting the requirements and terms of the Contract.

4.2.5 The Contractor Project Manager is:

Jason Balaban
Associate Director, Government Services
Accuity Asset Verification Services, Inc.
1007 Church Street, Floor 6
Evanston, Illinois 60201
Tel: 847-933-5126
Email: Jason.Balaban@accuity.com

4.3 The Contractor 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 RFP Appendix C: *System Requirements and Deliverables*, Table C.2: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on the Contractor 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 General Provisions Section 4.6: *Background Checks*.

4.3.2 The Contractor shall not change any the Contractor Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor Key Project Staff will not be unreasonably withheld. The replacement the Contractor Key Project Staff shall have comparable or greater skills than the Contractor 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 Contract Agreement- General 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.

4.4 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:

Carol E. Sideris, Director
Division of Client Services
129 Pleasant Street
Concord, NH 03301
Tel: 603-271-9541
Fax: 603-271-4637
Email: Carol.Sideris@dhhs.nh.gov

4.5 STATE PROJECT MANAGER

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 vendors working on the project;
c. Managing significant issues and risks;
d. Reviewing and accepting Contract Deliverables;
e. Invoice sign-offs;
f. Review and approval of change proposals;
g. Managing stakeholders' concerns.

The State Project Manager is:

Mickie R. Grimes, Administrator II
Division of Client Services
129 Pleasant Street
Concord, NH 03301
Tel: 603-271-9277 or 603-724-5567
Fax: 603-271-4637
Email: Mickie.Grimes@dhhs.nh.gov

4.6 REFERENCE AND BACKGROUND CHECKS

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and the Contractor Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement – General Provisions-Section 11: *Use of State's Information, Confidentiality.*

STATE OF NEW HAMPSHIRE
DIVISION OF CLIENT SERVICES
ELECTRONIC ASSET VERIFICATION SYSTEM SOLUTION
CONTRACT 2016-002
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

5. DELIVERABLES

5.1 The Contractor RESPONSIBILITIES

The Contractor shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a Subcontractor is used.

The Contractor may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. The Contractor must submit all information and documentation relating to the Subcontractor including terms and conditions consistent with this Contract. The State will consider the Contractor to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

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 Contract Exhibit A: *Contract Deliverables*. Upon its submission of a Deliverable or Service, the Contracted Vendor 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 Contract Exhibit A: *Contract Deliverables*. 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 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 immediately terminate the Contract, declare the Contractor in default, and pursue its remedies at law and in equity.

5.4 SOFTWARE AND DELIVERABLES REVIEW AND ACCEPTANCE

Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Exhibit F: *Testing Services*.

STATE OF NEW HAMPSHIRE
DIVISION OF CLIENT SERVICES
ELECTRONIC ASSET VERIFICATION SYSTEM SOLUTION
CONTRACT 2016-002
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

6. SERVICES

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

6.1 ADMINISTRATIVE SERVICES

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

6.2 IMPLEMENTATION SERVICES

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

6.3 TESTING SERVICES

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

6.4 TRAINING SERVICES

The Contractor shall provide the State with training Services set forth in the Contract, and particularly described in Exhibit L: Training Services.

6.5 MAINTENANCE AND SUPPORT SERVICES

The Contractor shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Exhibit G: System Maintenance and Support.

6.6 WARRANTY SERVICES

The Contractor shall provide the State with warranty Services set forth in the Contract, and particularly described in Exhibit K: Warranty Services.

7. WORK PLAN DELIVERABLE

The Contractor shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. The Contractor shall update the Work Plan as necessary, but no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve the Contractor from liability to the State for damages resulting from the Contractor's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

In the event of any delay in the Schedule, the Contractor must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of the Contractor or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by the Contractor to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from the Contractor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with the Vendor's Work Plan or elements within the Work Plan.

8. CHANGE ORDERS

The State may make changes or revisions at any time by written 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 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.

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.

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.

9. INTELLECTUAL PROPERTY

9.1 SOFTWARE TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with the Contractor.

9.2 STATE'S DATA AND PROPERTY

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

9.3 THE CONTRACTOR'S MATERIALS

In accordance with the provision of this Contract, the Contractor shall not distribute any products containing or disclose any State Confidential Information. the Contractor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by the Contractor employees or third party consultants engaged by the Contractor.

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

9.4 STATE WEBSITE COPYRIGHT

WWW Copyright and Intellectual Property Rights

All right, title and interest in the State WWW site, 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.

9.5 CUSTOM SOFTWARE SOURCE CODE

Should any custom source code be developed, the Contractor shall provide the State with a copy of the code, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid –up right and license to use, copy, modify and prepare derivative works of any custom developed software.

9.6 SURVIVAL

This Contract Agreement Section 10: *Intellectual Property* shall survive the termination of the Contract.

10. USE OF STATE'S INFORMATION, CONFIDENTIALITY

10.1 USE OF STATE'S INFORMATION

In performing its obligations under the Contract, the Contractor may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings (*see e.g. RSA Chapter 91-A: 5 *Exemptions).* the Contractor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for the Contractor's performance under the Contract.

STATE OF NEW HAMPSHIRE
DIVISION OF CLIENT SERVICES
ELECTRONIC ASSET VERIFICATION SYSTEM SOLUTION
CONTRACT 2016-002
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

10.2 STATE CONFIDENTIAL INFORMATION

The Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to the Contractor in connection with its performance under the Contract, regardless of its form.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) 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; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State Confidential Information, and the Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

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

10.3 The Contractor CONFIDENTIAL INFORMATION

Insofar as the Contractor seeks to maintain the confidentiality of its confidential or proprietary information, the Contractor must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contractor considers the Software and Documentation to be Confidential Information. the 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. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Contractor as confidential, the State shall notify the Contractor and specify the date the State will be releasing the requested information. At the request of the State, the Contractor shall cooperate and assist the State with the collection and review of the Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the 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 the Contractor, without any liability to the Contractor.

10.4 SURVIVAL

This Contract Agreement Section 11, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

11. LIMITATION OF LIABILITY

11.1 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. Subject to applicable laws and regulations, the State's liability to the Contractor shall not exceed the total Contract price set forth in Contract Agreement – General Provisions, Block 1.8.

11.2 The Contractor

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 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 indemnification obligations set forth in the Contract Agreement-General Provisions Section 13: *Indemnification* and confidentiality obligations in Contract Agreement-General Provisions Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

11.3 STATE'S IMMUNITY

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 shall survive termination or Contract conclusion.

11.4 SURVIVAL

This Section 12: *Limitation of Liability* shall survive termination or Contract conclusion.

12. TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

12.1 TERMINATION FOR DEFAULT

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

a. Failure to perform the Services satisfactorily or on schedule;
b. Failure to submit any report required; and/or
c. Failure to perform any other covenant, term or condition of the Contract

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

a. Unless otherwise provided in the Contract, the State shall provide the Contractor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If the Contractor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contractor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.

b. Give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under the Contract 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.

c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;

d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

e. Procure Services that are the subject of the Contract from another source and the 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 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.

12.1.2 The Contractor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

12.2 TERMINATION FOR CONVENIENCE

12.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Contractor. In the event of a termination for convenience, the State shall pay the Contractor the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

12.2.2 During the thirty (30) day period, the Contractor shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

12.3 TERMINATION FOR CONFLICT OF INTEREST

12.3.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if the Contractor did not know, or reasonably did not know, of the conflict of interest.

12.3.2 In the event the Contract is terminated as provided above pursuant to a violation by the Contractor, the State shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a default of the Contract by the Contractor.

12.4 TERMINATION PROCEDURE

12.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require the 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.

12.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, the 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 thirty (30) 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 the Contractor and in which the State has an interest;

d. 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; and

e. Provide written Certification to the State that the Contractor has surrendered to the State all said property.

f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

13. CHANGE OF OWNERSHIP

In the event that the Contractor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to the Contractor, its successors or assigns.

14. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

14.1 The Contractor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

14.2 The Contractor shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve the Contractor of any of its obligations under the Contract nor affect any remedies available to the State against the Contractor that may arise from any event of default of the provisions of the contract. The State shall consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

14.3 Notwithstanding the foregoing, nothing herein shall prohibit the Contractor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contractor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Contractor should change ownership, as permitted under Section 15: *Change of Ownership*, the State shall have the option to continue under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continue under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to the Contractor, its successors or assigns.

15. DISPUTE RESOLUTION

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.

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:

Dispute Resolution Responsibility and Schedule Table

LEVEL	THE CONTRACTOR	STATE	CUMULATIVE ALLOTTED TIME
Primary	Jason Balaban Associate Director Accuity AVS	Mickie R. Grimes State Project Manager (PM)	5 Business Days
First	Bob McKay EVP, Accuity AVS	Carol Sideris Director	10 Business Days
Second	Brent Newman President Accuity AVS	Jeffrey A. Meyers Commissioner	15 Business Days

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.

16. REQUIRED WORK PROCEDURES

All work done must conform to standards and procedures established by the Department of Information Technology and the State.

16.1 COMPUTER USE

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), the Contractor understands and agrees to the following rules:

a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall the Contractor access or attempt to access any information without having the express authority to do so.

c. That at no time shall the Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.

d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that 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. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

e. That if the Contractor is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

16.2 EMAIL USE

Mail and other electronic communication messaging systems are State of New Hampshire property and are 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 standard policy (available upon request).

16.3 INTERNET/INTRANET USE

The Internet/Intranet 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 State standard policy (available upon request).

16.4 REGULATORY GOVERNMENT APPROVALS

The Contractor shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

17. GENERAL PROVISIONS

17.1 INSURANCE CERTIFICATE

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

17.2 EXHIBITS

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

17.3 VENUE AND JURISDICTION

Any action on the Contract may only be brought in the State of New Hampshire, Merrimack County Superior Court.

17.4 SURVIVAL

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the Exhibit E Section 3: Records Retention and Access Requirements. Exhibit E Section 4: Accounting Requirements, and General Provisions-Section 11: Use of State's Information, Confidentiality and General Provisions-Section 14: Termination which shall all survive the termination of the Contract.

17.5 FORCE MAJEURE

Neither the 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 God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

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.

17.6 NOTICES

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 following addresses.

TO THE CONTRACTOR:

Jason Balaban
Associate Director, Government Services
Acuity Asset Verification Services
1007 Church Street, Floor 6
Evanston, IL 60201
Tel: (847) 933-5126
E.Mail: Jason.Balaban@acuity.com

TO STATE:

Carol Sideris, Director
Division of Client Services
Dept. of Health & Human Services
129 Pleasant Street
Concord, NH 03301
Tel: (603) 271-9541
E.Mail: carol.sideris@dhhs.state.nh.us

STATE OF NEW HAMPSHIRE
DIVISION OF CLIENT SERVICES
ELECTRONIC ASSET VERIFICATION SYSTEM SOLUTION
CONTRACT 2016-002
PART 3 - EXHIBIT A
STATEMENT OF WORK

A. Goals

1. Verify the assets of aged, blind, and disabled individuals applying or reapplying for NH Medicaid.
2. Report the assets of the above referenced population.
3. Maintain a collegial relationship with the various FIs.
4. Implementation and operation of an electronic Asset Verification System.
5. Tracking and reporting of verification activity.

B. Project Overview

The general scope of the project is to provide DHHS with the ability to electronically forward a request for asset information, for individuals applying and/or receiving Old Age Assistance (OAA), Aid to the Needy Blind (ANB) or Aid to the Permanently and Totally Disabled (APTD) medical assistance, Medicaid for Employed Adults with disability (MEAD), Medicare Saving Program, to financial institutions using a secure system. Each financial institution must respond electronically, providing any information it has about assets the applicant/recipient has or had in the institution within the previous sixty months. This information must be brought into the State's New HEIGHTS Eligibility System (New HEIGHTS), where the information is used to determine whether applicant and/or recipients meet certain financial eligibility requirements.

The project includes the following requirements:

1. The Contractor shall interface with the New HEIGHTS and meet the requirements established by the Centers for Medicare and Medicaid Services (CMS);
2. The request and response system must be electronic: verification inquiries must be sent electronically via the Internet or similar means from the State to the financial institution;
3. The system cannot be based on mailing paper-based requests;
4. The system must have the capability to accept responses electronically;
5. The system must be secure, based on a recognized industry standard of security (e.g. as defined by the U.S. Commerce Department's National Institute of Standards and Technology, or National Institute of Standards and Technology (NIST);
6. The system must establish and maintain a database of financial institutions that participate in the State's AVS;
7. Verification requests also must be sent to financial institutions other than those identified by applicants and recipients, based on some logic such as geographic proximity to the applicant's home address or previous addresses held within the last five years, or other reasonable factors whenever the State determines that such requests are needed to determine or re-determine the individual's eligibility;
8. Verification requests must include a request for information on both open and closed accounts, going back for a period of up to five (5) years, as determined by the State;
9. The State must be able to generate reports on verification activity, including information such as: the number of requests, number of responses, amounts of undisclosed assets found, etc.;
10. The solution must include associated operational services; and

11. Data transmissions and reports must be transported to the State via Secure File Transfer Protocol (SFTP).

C. Statement of Work

1. The Contractor shall provide, at a minimum, an Asset Verification System (AVS) that meets all the requirements of the CMS and P.L. 1940.
2. The AVS shall send verification inquiries electronically on behalf of the Department via the Internet or similar means from the AVS to the financial institutions or entities that maintain data on behalf of financial institutions. The system cannot be based on mailing or faxing paper-based requests. The system must have the capability to provide for both electronic submission of requests to financial institutions; and electronic receipt of responses from financial institutions.
3. Accuity shall provide training and Customer support to both DHHS Staff and financial institution staff.
4. The AVS must provide documentary evidence that the search was conducted even if no assets are found.
5. The AVS shall request information concerning both open and closed accounts going back for a period up to five (5) years to determine if the client's name appeared on any account as a single or joint owner during the look-back period.
6. The AVS shall include any financial record, as defined in Section 1101(2) of the Right to Financial Privacy Act, held by the financial institution, with respect to the applicant or recipient.
7. The AVS shall allow for verification requests to be sent to financial institutions other than those identified by the applicant or recipient. These queries shall be based on some logic such as geographic proximity to the applicant's home address or other reasonable factors. The AVS must provide an option for DHHS staff to specify FI.
8. The AVS shall provide for cross state matching of assets to include financial institutions located outside of New Hampshire.
9. The AVS shall provide data transmissions and reports to the State via SFTP.
10. NETWORK OF FINANCIAL INSTITUTIONS:
    i. Accuity shall have an established newtwork of financial institutions who will participate in the AVS. The network shall be geographically diverse and shall include matching with financial institutions located inside and outside of New Hampshire. Accuity shall have an established system for recruiting FI.
    iii. Accuity shall establish and maintain good working relationships with financial institutions and professional associations with which it is required to be in contact in the performance of the Contract.
    iv. Accuity shall ensure that its Financial Institutions Network Management Plan, as stated in, "Appendix IX-J: Financial Institutions Network Management Plan," of Accuity's "Response to DHHS DCS RFP 2016-002 Electronic Asset Verification Services Solution," which is hereby incorporated herein, is adhered to throughout the life of the Contract, including the performance standards stated within.

D. General Project Assumptions

1. Accuity shall provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, Decision Sheets, and other documents used in the management and tracking of the project. State and Accuity Project Managers will review these tools and templates and determine which ones will be used for the project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.

2. Prior to the commencement of work on Non-Software and Written Deliverables, Accuity shall provide to the State a template, table of contents, or agenda for review and prior approval by the State.

3. Accuity shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Accuity agrees to satisfy all Security requirements defined in Appendix C-2 of the Request for Proposal. Accuity shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.

4. 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 Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

E. State Fiscal Years 2018, 2019 and 2020 Funding

1. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017 and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium and SFY 2020.

STATE OF NEW HAMPSHIRE
DIVISION OF CLIENT SERVICES
ELECTRONIC ASSET VERIFICATION SYSTEM SOLUTION
CONTRACT 2016-002
PART 3 - EXHIBIT A
STATEMENT OF WORK

DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

Pricing for Deliverables is set forth in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

Activity, Deliverable or Milestone	Deliverable Type	Explain how your Solution meets the requirement: Cite the page of your Proposal.	Comments	Proposed Date
Planning Phase				3/15/2017
Work Plan/Status Meetings Conduct Project Kickoff Meeting	Non-Software	References on pages: 36, 39, 40, 64, 65, 66, 67, 68, 69, 71, 72, 73, 75, 77, 78 Appendices IX-Q; IX-R-1; IX-R-2		
Project Planning Document in accordance with the glossary definition and Meetings	Written	References on pages: 36, 39, 40, 64, 65, 66, 67, 68, 69, 71, 72, 73, 75, 77, 78 Appendices IX-Q; IX-R-1; IX-R-2		
Specifications for data exchange and file format	Written	Reference on pages: 16, 33, 39, 41, 42, 58, 75 Appendices IX-E; IX-F; IX-L; IX-M; IX-Q; IX-R-1; IX-R-2		By 4/15/2017
Define test plan	Written	See Appendices IX-Q and IX-R-1		4/28/2017
Testing and Validation				3/15/2017 to 6/15/2017
Support State during testing	Non-Software	Reference on pages: 25, 26, 29, 35, 38, 40, 57, 69, 70, 74, 76, 78 Appendix IX-H		
Documentation	Written			6/15/2017
State Acceptance	Written	See Appendix IX-R-1 for example		
Services Implementation				6/15/2017
Provide certification with system security requirements	Written	References on pages: 19, 20, 21, 23, 34, 35, 39, 51 Appendices IX-B; IX-N; IX-Q; IX-S		

STATE OF NEW HAMPSHIRE
DIVISION OF CLIENT SERVICES
ELECTRONIC ASSET VERIFICATION SYSTEM SOLUTION
CONTRACT 2016-002
PART 3 - EXHIBIT A
STATEMENT OF WORK

Activity, Deliverable or Milestone	Deliverable Type	Explain how your Solution meets the requirement. Cite the page of your Proposal.	Comments	Proposed Date
Notice to Proceed	Written	See Appendix IX-R-1 for example		6/15/2016
Ongoing Operations				
Financial outreach Services	Non-Software	Appendix IX-S		3/1/2017 to 2/29/2020
Reporting				
Weekly summary of requests, responses and amounts (both disclosed and undisclosed) by identified by institution and by applicant report.	Written	Referenced on pages: 21, 22, 23, 30, 34, 35, 38, 40, 53, 54, 76, 77 Appendices IX-C; IX-D; IX-G		7/15/2017
Monthly summary of data collected for each applicant from all respondents report.	Written	Referenced on pages: 21, 22, 23, 30, 34, 35, 38, 40, 53, 54, 76, 77 Appendices IX-C; IX-D; IX-G		7/15/2017
Response rate analysis by institution report.	Written	Referenced on pages: 21, 22, 23, 30, 34, 35, 38, 40, 53, 54, 76, 77 Appendices IX-C; IX-D; IX-G		7/15/2017
Reports to confirm contract compliance and vendor invoices.	Written	Reference on page 54		7/15/2017

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC ASSET VERIFICATION SYSTEM SOLUTION
CONTRACT 2016-002
PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. PROJECT OVERVIEW

The general scope of the project is to provide asset verification system solution.

Title VII, Section 7001(d) of P.L. 110-252 (Supplemental Appropriations Act of 2008) added a new section, 1940, to the Social Security Act. Section 1940 requires all states to implement an electronic system for verifying the assets of aged, blind or disabled applicants for and beneficiaries of Medicaid.

The Contractor will provide software and an operational solution and associated services for the Department of Health and Human Services (DHHS) to implement a process for verifying and reporting of individual assets, of aged, blind or disabled applicants for and recipients of Medicaid, held at various financial institutions. It is the State's intent that the software, solution, and services delivered by the Contractor will enable the State to come into compliance with the Section 1940 requirement referenced above.

2. STATEMENT OF WORK

The support, maintenance, and hosting (if applicable) requirements are more fully described in Exhibit G Attachment 1. Requirements include, but are not limited to, the following provision:

2.1 System Maintenance

The Contractor shall maintain and support the System in all material respects as described in the applicable program Documentation through the contract end date. The Contractor will not be responsible for maintenance or support for Software developed or modified by the State.

The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

2.2 System Support

The Contractor will be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

Class A Deficiencies - The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request.

2.3 Support Obligations and Terms

2.3.1 The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;

2.3.2 The Contractor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;

2.3.3 For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and

2.3.4 The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.

2.3.5 If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.2, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Contractor of the State's refund request

2.3.6 If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 1 Section 14.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC ASSET VERIFICATION SYSTEM SOLUTION
CONTRACT 2016-002
PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE

3. PAYMENT SCHEDULE

3.1. This is a Firm Fixed Price (FFP) Contract not to exceed the Price Limitation on Form P-37, Block 1.8, for the period between the Effective Date through the Completion Date, Block 1.7 of Form P-37. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, deliverables or milestones at fixed pricing/rates appearing in the price and payment tables below.

	Activity, Deliverable, or Milestone	Projected Delivery Date	Price
PLANNING AND PROJECT MANAGEMENT			
1	General Requirements	3/15/2017	$18,876
2	Work plan/Status Meetings Conduct Project Kickoff Meeting	3/15/2017	$18,690
3	Project Planning Document in accordance with the glossary definition and Status Meetings	3/15/2017	$0
4	Specifications for Data	4/15/2017	$23,624
5	Exchange and file format		$6,120
6	Define Test Plan	4/28/2017	$18,504
7	Testing and Validation	3/15/2017 to 6/15/2017	$10,582
8	Support State During Testing	2/15/2017 to 5/15/2017	$93,350
9	Documentation	3/15/2017 to 6/15/2017	$15,187
10	State Acceptance	6/15/2017	$1,809
SERVICES IMPLEMENTATION			
11	Provide Certification with system security requirements	6/15/2017	$4,469
12	Notice to Proceed	6/15/2017	$1,645
ONGOING OPERATIONS			
13	Financial outreach Services	3/15/2017	$45,846
REPORTING			
14	Weekly summary of requests, responses and amounts (both disclosed and undisclosed) by identified by institution and by applicant report	7/15/2017	$2,474

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC ASSET VERIFICATION SYSTEM SOLUTION
CONTRACT 2016-002
PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE

15	Monthly summary of data collected for each applicant from all respondents report.	7/15/2017	$2,474
16	Response rate analysis by institution report.	7/15/2017	$2,474
17	Reports to confirm contract compliance and vendor invoices.	7/15/2017	$2,474
32	Ongoing Hosting Support Transaction Fees $2.79 per Transaction Estimated # of Transactions = 5,500 per month for 30 months; paid monthly; Total not to exceed $460,350	7/30/2017	$460,350
33	Ongoing Support & Maintenance Monthly Maintenance Fee = $3,500 for 30 months; paid monthly; Total not to exceed $105,000	7/30/2017	$105,000
34	Conduct Project Exit Meeting	7/30/2017	No Cost

3.2 Future Contractor Rates Worksheet

The State may request additional Services from the Contractor and requires rates in the event that additional Service is required. The following format must be used to provide this information. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Accuity Rates Worksheet.

Position Title/Service	SFY 2016	SFY 2017	SFY 2018	SFY 2019
President/Managing Director	$495.00	$495.00	$495.00	$495.00
Senior Director/Director/Vice-President	$379.50	$379.50	$379.50	$379.50
IT Manager	$258.50	$258.50	$258.50	$258.50
Project Manager	$253.00	$253.00	$253.00	$253.00
Subject Matter Expert/Eligibility Consultant	$253.00	$253.00	$253.00	$253.00
Technical Lead	$203.50	$203.50	$203.50	$203.50
System Engineer	$203.50	$203.50	$203.50	$203.50
QA Engineer	$132.00	$132.00	$132.00	$132.00
Compliance Officer	$137.50	$137.50	$137.50	$137.50
Associate Director	$330.00	$330.00	$330.00	$330.00
Operations Supervisor	$137.50	$137.50	$137.50	$137.50
(FI) Data Specialist	$137.50	$137.50	$137.50	$137.50
Medicaid Specialist	$77.00	$77.00	$77.00	$77.00

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC ASSET VERIFICATION SYSTEM SOLUTION
CONTRACT 2016-002
PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE

4. 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 price limitation in block 1.8 of the Form P-37 ("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.

Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transferring funds between budget line items and between State Fiscal Years within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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.

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 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.

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.

Invoices shall be sent to:

Mickie Rae Grimes
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

6. PAYMENT ADDRESS

All payments shall be sent to the following address:

Accuity Asset and Verifications Services, Inc.
1007 Church Street, Floor 6
Evanston, IL 60201

7. 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.

8. CREDITS

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC ASSET VERIFICATION
CONTRACT 2016-002
PART 3 - EXHIBIT C
SPECIAL PROVISIONS

REVISIONS TO NEW HAMPSHIRE EXHIBITS

1. Paragraph 2 of New Hampshire Exhibit C - Special Provisions of this contract, Time and Manner of Determination, is deleted and replaced with:

   2. TIME AND MANNER OF DETERMINATION
   All data and information received by the State concerning asset verification as described in this Agreement shall be provided by the Contractor in a format and via a method approved by the State as described in this Agreement.

2. Paragraph 4 of New Hampshire Exhibit C - Special Provisions of this contract, Fair Hearings, is deleted and replaced with:

   4. FAIR HEARINGS:
   The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible, have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that should any applicant request a fair hearing, the Department may use any and all information and data obtained from the Contractor as a result of this Agreement in support of the Department's eligibility determination at any fair hearing or in any litigation.

3. Paragraph 8, Subparagraph 8.2 of New Hampshire Exhibit C - Special Provisions of this contract, Maintenance of Records, is deleted and replaced with:

   8.2. The Contractor shall keep such records as required and identified by the Department as specified in this Agreement.

4. Paragraph 8, Subparagraph 8.3 of New Hampshire Exhibit C - Special Provisions of this contract, Maintenance of Records is deleted in its entirety.

5. Paragraph 15 of New Hampshire Exhibit C - Special Provisions of this contract, Operation of Facilities: Compliance with Laws and Regulations, is deleted and replaced with:

   15. OPERATION OF FACILITIES: COMPLIANCE WITH LAWS AND REGULATIONS:
   Should the Contractor operate any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC ASSET VERIFICATION
CONTRACT 2016-002
PART 3 - EXHIBIT C
SPECIAL PROVISIONS

6. Subparagraph (3) a. of New Hampshire Exhibit I – Health Insurance Portability Act Business Associate Agreement, Obligations and Activities of Business Associate, of this contract, is deleted and replaced with:

(3) OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

a. The Business Associate shall notify the Covered Entity's Privacy Officer without unreasonable delay but in no case later than two (2) business days following the date upon which 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.

7. Subparagraph (3) b. of New Hampshire Exhibit I – Health Insurance Portability Act Business Associate Agreement, Obligations and Activities of Business Associate, of this contract, is deleted and replaced with:

8. (3) OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

b. The Business Associate shall immediately begin a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person who used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed; and
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment without unreasonable delay but in no case later than three (3) days following discovery of the breach and shall report the findings of the risk assessment in writing immediately upon completion of the assessment to the Covered Entity. The Business Associate may remove proprietary information in the report, however, the report must include sufficient information to allow the Covered Entity to make a proper determination.

9. Subparagraph (3) e. of New Hampshire Exhibit I – Health Insurance Portability Act Business Associate Agreement, Obligations and Activities of Business Associate, of this contract, is deleted in its entirety.

10. Subparagraph (3) f. of New Hampshire Exhibit I – Health Insurance Portability Act Business Associate Agreement, Obligations and Activities of Business Associate, of this contract, is deleted and replaced with:

(3) OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

f. Within seven (7) 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.

11. Subparagraph (3) g. of New Hampshire Exhibit I – Health Insurance Portability Act Business Associate Agreement, Obligations and Activities of Business Associate, of this contract, is deleted in its entirety.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC ASSET VERIFICATION
CONTRACT 2016-002
PART 3 - EXHIBIT D
ADMINISTRATIVE SERVICES

1. **TRAVEL EXPENSES**

The Contractor must assume all reasonable travel and related expenses. All labor rates will be "fully loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

2. **SHIPPING AND DELIVERY FEE EXEMPTION**

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

3. **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.

4. **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 RFP. Upon expiration or termination of the Contract with the State, the Contractor shall turn over all State-owned documents, material, reports, and work in progress relating to this RFP to the State at no additional cost to the State. Documents must be provided in both printed and electronic format.

5. **RECORDS RETENTION AND ACCESS REQUIREMENTS**

The Contractor shall agree 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*.

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.

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

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.

6. ACCOUNTING REQUIREMENTS

The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles. 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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC ASSET VERIFICATION
CONTRACT 2016-002
PART 3 - EXHIBIT E
WARRANTIES

WARRANTIES

1.1 System

The Contractor warrants that the System will operate to conform to the Specifications of the user documentation.

1.2 Software

the Contractor warrants that the Software, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and Terms of the Contract.

For any breach of the Support and Maintenance provisions, the State's remedy, and the Contractor's entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if the Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the fees paid to the Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or (b) the re-performance of the deficient Services, or (c) if the Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the Contractor for the deficient Services.

1.3 Non-Infringement

the Contractor warrants that it has good title to, or the right to allow the State to use, all Services, equipment, and Software ("Material") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

1.4 Viruses; Destructive Programming

The Contractor warrants that the Software, Software updates, maintenance releases, and patches shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

1.5 Compatibility

The Contractor warrants that all System components, including but not limited to the components provided, including any replacement or upgraded System Software components provided by the Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC ASSET VERIFICATION
CONTRACT 2016-002
PART 3 - EXHIBIT E
WARRANTIES

1.6 **Services**
The Contractor warrants that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

1.7 **Personnel**
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.

1.8 **Breach of Data**
The Contractor shall be solely liable for costs associated with any breach of State Data housed at their location(s) including but not limited to notification and any damages assessed by the courts.

2. WARRANTY PERIOD

The warranty Period shall remain in effect until the conclusion or termination of this Contract and any extensions, with the exception of the warranty for non-infringement, which shall survive the termination of this Contract.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC ASSET VERIFICATION
CONTRACT 2016-002
PART 3 - EXHIBIT F
CONTRACTOR QUOTE/PROPOSAL, BY REFERENCE
RFP 2016-002, BY REFERENCE

The Contractor Proposal dated December 30, 2015 is hereby incorporated by reference as fully set forth herein.

The RFP 2016-002 is hereby incorporated by reference as fully set forth herein.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC ASSET VERIFICATION
CONTRACT 2016-002
PART 3 - EXHIBIT G
CERTIFICATES AND ATTACHMENTS

Attached are:

A. Contractor's Certificate of Vote/Authority
B. Contractor's Certificate of Good Standing
C. Contractor's Certificate of Insurance
D. Attachment C-2 – Requirements
E. FCRA Addendum
F. Government Use Certification

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC ASSET VERIFICATION
CONTRACT 2016-002
PART 3 - EXHIBIT H
DHHS EXHIBITS C THROUGH J

1. NEW HAMPSHIRE EXHIBIT C – SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

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

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

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of

Initials BN
Date 1/11/17

such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;

7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States,

Initials BN
Date 5/18/17

Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided

Initials BJ
Date 1/11/17

however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, bylaws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Nonprofit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

Initials BA
Date 1/4/17

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis
    19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

Initials BN
Date 1/11/17

19.5. DHHS shall, at its discretion, review and approve all subcontracts. If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

Initials BM
Date 1/4/17

2. NEW HAMPSHIRE EXHIBIT C-1 – REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

Initials BJ
Date 1/11/17

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

Initials BN
Date 1/4/17

3. NEW HAMPSHIRE EXHIBIT D – CERTIFICATION REGARDING DRUG-FREE WORKPACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

This Certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require Certification by grantees (and by inference, sub-grantees and Subcontractors), prior to award, that they shall 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 shall or shall 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 shall 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;

Initials B.J
Date 1/11/17

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 shall

1.4.1. Abide by the terms of the statement; and

1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

11/9/17
Date

Accuity Authentication Services Inc.
Name: Brent Newman
Title: President

Initials BN
Date 11/9/17

4. NEW HAMPSHIRE EXHIBIT E – CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or shall 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 shall 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 Subcontractor), 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

Initials BJ
Date 1/9/17

fails to file the required Certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:
Accuity Asset Verification Services Inc.

1/9/17
Date

Name: Brent Newman
Title: President, Accuity Asset Verification Services Inc

Initials BJ
Date 1/9/17

5. NEW HAMPSHIRE EXHIBIT F – CERTIFICATION REGARDING DEPARTMENT 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 shall 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 shall 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 which 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 shall 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.

Initials BN
Date 1/4/17

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 Non-procurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the Certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

    11.2. have not within a three-year period preceding this Proposal (Contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(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.

Initials BW
Date 11/4/17

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 shall 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:
Accuity Asset Verification Services Inc.

1/9/17
Date

Name: Brent Newman
Title: President, Accuity asset verification services Inc.

Initials BJ
Date 1/11/17

6. NEW HAMPSHIRE 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 shall comply, and shall require any sub grantees 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

Initials BJ
Date 1/11/17

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.

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 shall 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: Accuity Asset Verification Services INC

1/9/17
Date

Name: Brent Newman
Title: Pres. & Accuity Asset Verification Services INC

Initials BN
Date 1/9/17

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC ASSET VERIFICATION
CONTRACT 2016-002
PART 3 - EXHIBIT H
DHHS EXHIBITS C THROUGH J

7. NEW HAMPSHIRE 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:
Acuity Asset Verification Services INC.

1/9/17
Date

Name: Brent Newman
Title: President

Initials BN
Date 1/11/17

8. NEW HAMPSHIRE EXHIBIT I – HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "Data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, 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).

Initials BN
Date 1/4/17

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.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

a. Business Associate shall not use, disclose, maintain or transmit 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 shall 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

Initials BW
Date 5/4/11

accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide Services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall 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:
   - The nature and extent of the Protected Health Information involved, including the types of identifiers and the likelihood of re-identification;
   - The unauthorized person used the Protected Health Information or to whom the disclosure was made;
   - Whether the Protected Health Information was actually acquired or viewed
   - 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

Initials BN
Date 1/11/17

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 shall be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard Contract provisions (P-37) of this Agreement for the purpose of use and disclosure of Protected Health Information.

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

Initials BA
Date 3/9/17

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 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.

Initials BN
Date 1/11/17

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) c 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.

The State	Accuity Asset Verification Services Inc.
Signature of Authorized Representative	Signature of Authorized Representative
Carol F. Sideris	Brent Newman
Name of Authorized Representative	Name of Authorized Representative
Director	President Accuity Asset Verification Services Inc.
Title of Authorized Representative	Title of Authorized Representative
1/19/17	1/9/17
Date	Date

Initials BN
Date 1/9/17

9. NEW HAMPSHIRE 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 Sub-award and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or Contract award subject to the FFATA reporting requirements:

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

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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Sub-award 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.

11/9/17
Date

Contractor Name: Acuity Assisted Living Services, Inc

Name: Brian Newman
Title: President

Initials BN
Date 11/9/17

NEW HAMPSHIRE EXHIBIT J – CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

FORM A

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

1. The DUNS number for your entity is: 079702778

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal Contracts; subcontracts, loans, grants, sub-grants, and/or cooperative Agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal Contracts, subcontracts, loans, grants, sub-grants, and/or cooperative Agreements?

__X__ NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Initials BN

Date 5/11/17

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC ASSET VERIFICATION SOLUTION SERVICES
CONTRACT 2016-002
ATTACHMENT C-2 REQUIREMENTS

BUSINESS REQUIREMENTS					
SUBMIT					
B1.1	Application for the Aged, Blind, or Disabled is received and entered into Department of Health and Human Services (DHHS) New HEIGHTS System.	M	Yes	Standard	
B2.1	DHHS will send a transaction to the Vendor to request information about resources for the client or client's non-applicant spouse.	M	Yes	Standard	
B2.2	The VENDOR shall receive the transaction.	M	Yes	Standard	
B2.3	The VENDOR shall provide a response back within 15 calendar	M	Yes	Standard	
B3.1	The VENDOR'S System cannot be based on mailing or faxing paper-based requests	M	Yes	Standard	
B3.2	The VENDOR shall be able to use personally identifiable information such as Social Security Number (SSN) to verify the Financial Institutions bank accounts.	M	Yes	Standard	

Initials: BN
Date: 4/4/17

B3.3	The VENDOR's System shall establish and maintain a database of Financial Institutions that participate in the Department's asset verification requests as well as the ability to continue to expand the number of Financial Institutions.	M	Yes	Standard	
B3.4	The VENDOR's System shall have the capability to provide electronic submission of requests to Financial Institutions.	M	Yes	Standard	
B3.5	The VENDOR's System shall have the capability to have an electronic receipt of responses from Financial Institutions	M	Yes	Standard	
B3.6	The VENDOR shall send verifications to Financial Institutions other than those identified by the applicants and recipients based on proven logic using geographical proximity to the applicant's home address or other addresses the individual has lived at such as Redeterminations for individual's eligibility.	M	Yes	Standard	
B3.7	The Asset Verification System Solution (AVS) search shall include, at a minimum, checking, savings, investment accounts, IRA's, treasury notes/US Savings Bonds, certificates of deposit, life insurance, annuities and any other assets that may be held or managed by any Financial Institution.	M	Yes	Standard	

Initials: BN
Date: 1/11/17

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC ASSET VERIFICATION SOLUTION SERVICES
CONTRACT 2016-002
ATTACHMENT C-2 REQUIREMENTS

B3.8	The verification requests shall include information for both open and closed accounts, going back for a period up to five years, as determined by the Department to determine if the client's name appeared on any account as a single or joint owner during the look back period.	M	Yes	Standard	Based on the data the FI has available
B3.9	The VENDOR shall provide a detailed list of sources/types of accounts, account numbers, balances from Financial Institutions. Responses shall include monthly balances of each account number up to the 5 year Look-back and the type of account i.e. checking, savings.	M	Yes	Standard	
B3.10	The AVS search shall include verification requests other than those identified by the applicant or recipient to Financial Institutions.	M	Yes	Standard	
B3.11	The Vendor shall provide the responses back to the Department within 15 calendar days.	M	Yes	Standard	
B3.12	The Vendor's system shall provide documentary evidence that the search was conducted even if no assets are found.	M	Yes	Standard	

Initials: BN
Date: 1/11/17

B3.13	The Vendor shall be able to verify the accuracy of the information they are providing to the Department.	M	Yes	Standard	Accuity AVS does not verify the accuracy of the information provided by the financial institutions; it only passes the information provided by the financial institutions; however if there are concerns about the accuracy about the
B4.1	The AVS process shall provide the ability to request additional or single requests for an additional search, if necessary as option for DHHS Staff.	M	Yes	Standard	
B5.1	The VENDOR shall provide a Help Desk support for questions.	M	Yes	Standard	
B5.2	The VENDOR shall provide within 2 hours programmatic support on the data received via the Batch file.	M	Yes	Standard	
B5.3	The VENDOR shall provide Help Desk support during the hours of 7 a.m. to 4:30 p.m. Eastern Standard Time 5 days per week.	M	Yes	Standard	
B5.4	The VENDOR shall respond within 2 hours of the initial query.	M	Yes	Standard	

Initials: BW
Date: 11/6/17

B6.1	The VENDOR must align with the Centers for Medicare and Medicaid Services (CMS) Medicaid Information Technology Architecture (MITA) 11-01-v1.0 Enhanced Funding Requirements: Seven Conditions and Standards (hereafter, "Seven Standards"), which can be found at the following website: http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Data-and-Systems/Downloads/EFR-Seven-Conditions-and-Standards.pdf	M	Yes	Standard	
B6.2	The VENDOR shall comply with the Federal and State NH privacy and security requirements, the Health Insurance Portability and Accountability Act (HIPPA), Section 1940 of the Social Security Act (SSA), the Centers for Medicare and Medicaid Services (CMS) directives, Software Test Descriptions (STDS), the United States Commerce Department's National Institute of Standards and Technology, or National Institute of Standards and Technology (NIST), Open Web Application Security Project (OWASP), and CMS MARS-E 2.0 as applicable (Minimum Acceptable Risk Standards).	M	Yes	Standard	Accuity AVS has a standard HIPAA protocol that we would like to discuss with the state as a part of the contract award and negotiation

Initials: BA
Date: 1/11/17

B6.3	The VENDOR's system shall be secure based on a recognized industry and the State of NH Standards.	M	Yes	Standard	
B6.4	The VENDOR shall ensure seamless transmission of data between DHHS, Financial Institutions and other systems necessary.	M	Yes	Standard	
B6.5	Vendor to provide the system security plan (SSP) for any system to interface with NH State systems as a part of the vendor review process. The chosen vendor will also be required to provide an annually	M	Yes	Standard	
B6.6	Vendor shall have their connected system(s) penetration tested by a certified third-party vendor and provide complete results and any mitigation steps required to the State of NH bi-yearly.	M	Yes	Standard	
B7.1	The Department must be able to generate reports on verification activity, including information such as the number of requests, number of responses, amount of undisclosed assets found, etc.	M	Yes	Standard	Provided via standard management information report module
B7.2	The VENDOR shall make available customized reports as requested by the Department.	M	Yes	Standard	

Initials: BN
Date: 4/11/...

B7.3	The VENDOR shall provide data element to populate in DHHS eligibility system a client record indicating search was complete if no assets were found.	M	Yes	Standard	
B7.4	The VENDOR shall provide the following reports electronically in the format and frequency as approved by DHHS:	M	Yes	Standard	
B7.4(a)	Weekly summary of requests, responses and amounts (both disclosed and undisclosed) by identified by institution and by applicant.	M	Yes	Custom	No additional cost; would be part of maintenance or transaction fees
B7.4(b)	Monthly summary of data collected for each applicant from all respondents.	M	Yes	Custom	No additional cost; would be part of maintenance or transaction fees
B7.5	Response rate analysis by institution.	M	Yes	Custom	No additional cost; would be part of maintenance or transaction fee
B7.6	Report of period of ineligibility based on asset verification results.	M	Yes	Custom	Accuity AVS does not make eligibility determination and could not report on periods of ineligibility; PCG can provide analytics functionality using the data if authorized by the DHHS

Initials: BA
Date: 11/1/17

B7.7	Report of Ineligibility based on the applicant/recipient determined over resources.	M	Yes	Custom	Accuity AVS does not make determination regarding applicants being over resourced and could not report on periods of ineligibility; PCG can provide resource and eligibility analytics functionality using the data if authorized by the DHHS
B7.7	Reports to confirm contract compliance and vendor invoices.	M	Yes	Standard	
B7.8	The Ability for DHHS Staff to pull queries and generate Ad Hoc Reports as requested.	M	Yes	Standard	
APPLICATION REQUIREMENTS					
State Requirements					
GENERAL SPECIFICATIONS					
A1.1	Any user interface shall be web-based compatible and	M	Yes	Standard	
A1.2	CSS 2.1	M	Yes	Standard	
A1.3	XML 1.0 (fourth edition)	M	Yes	Standard	
APPLICATION SECURITY					
A1.4	Verify the identity of or authenticate all of applications, services, and processes before allowing use of the System to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	

Initials: BC
Date: 1/11/17

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC ASSET VERIFICATION SOLUTION SERVICES
CONTRACT 2016-002
ATTACHMENT C-2 REQUIREMENTS

A1.5	Verify the identity and authenticate all of the systems users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or	M	Yes	Standard	
A1.6	Enforce unique user names.	M	Yes	Standard	
A1.7	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Custom	Current standard is for FI users to have at least 6 characters with one number
A1.8	Enforce the use of complex passwords for general users using capital letters, numbers and special characters.	M	Yes	Standard	
A1.9	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	
A1.10	Expire passwords after 90 days.	M	Yes	Custom	30 days for agency users; 200 days for FIs
A1.11	Authorize user's client application to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	
A1.12	Provide ability to limit the number of people that can grant or change authorizations.	M	Yes	Standard	This is based on system user type
A1.13	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard	

Initials: BW
Date: 5/4/17

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC ASSET VERIFICATION SOLUTION SERVICES
CONTRACT 2016-002
ATTACHMENT C-2 REQUIREMENTS

A1.14	Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	M	Yes	Standard	
A1.15	The application shall not store authentication credentials or sensitive Data in its code.	M	Yes	Standard	
A1.16	Audit all attempted accesses that fail identification, authentication and authorization requirements.	M	Yes	Standard	
A1.17	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for 30 days.	M	Yes	Standard	
A1.18	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard	
A1.19	Do not use Software and System Services for anything other than their designated use.	M	Yes	Standard	
A1.20	The application Data shall be protected from unauthorized use when at rest.	M	Yes	Standard	AES or PHP or Oracle Advance Security

Initials: BA
Date: 1/11/17

A1.21	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard	
A1.22	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	Yes	Standard	
A1.23	Create change management documentation and procedures.	M	Yes	Standard	
	TESTING				
	State Requirements				
	STANDARD TESTING				
T2.1	Provide certification of system compliance with Section 1940 of the Social Security Act (SSA), the Centers for Medicare and Medicaid Services (CMS) directives, Software Test Descriptions (STDS), the United States Commerce Department's National Institute of Standards and Technology, or National Institute of Standards and Technology (NIST), Open Web Application Security Project (OWASP), and Health Insurance Portability and Accountability Act (HIPAA).	M	Yes	Standard	Accuity Asset Verification Services is NIST compliant as confirmed by SSA audit; Service is HIPAA compliant; Service is tested against OWASP standards; Services is compliant with Section 1940 requirements as demonstrated through other state installations
	SUPPORT & MAINTENANCE REQUIREMENTS				
	State Requirements				
	SUPPORT & MAINTENANCE REQUIREMENTS				

Initials: BN
Date: 10/17

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC ASSET VERIFICATION SOLUTION SERVICES
CONTRACT 2016-002
ATTACHMENT C-2 REQUIREMENTS

S1.1	The State shall have unlimited access, via phone or Email. to the Vendor support steff between the hours of 8:00am to 4:30 pm- Monday thru Friday EST.	M	Yes	Standard	
S1.	The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State. eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of the request.	M	Yes	Custom	No additional cost; would be part of transaction fee
	If the Deficiency will cause the State to delay reserved transition or receipt of files in accordance with CMS requirements, that, the Vendor shall troubleshoot and repair the problem within 15 days. Problems that do not impact the State's ability to comply with federal requirements may be addressed by the Vendor in accordance with a mutually agreed upon schedule.	M	Yes	Standard	
S1.2	The Vendor must proactively notify the State of any	M	Yes	Standard	
S1.3	The Vendor will work with the State to resolve any operational and system issues.	M	Yes	Standard	

Initials: BA
Date: 5/11/17

S1.3	For all maintenance Services calls. The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	M	Yes	Custom	No additional cost; part of the maintenance or transaction fees
S1.4	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) Identification of repeat calls or repeat Software problems.	M	Yes	Standard	
S2.5	Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;	M	Yes	Standard	

Initials: BN
Date: 1/4/17

S2.6	For all Warranty Service calls, the Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) Identifying number i.e. work order number; 8) issue identified by.	M	Yes	Custom	No additional cost; part of the maintenance or transaction fees
S2.7	The Vendor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	M	Yes	Custom	No additional cost; part of the maintenance or transaction fees
	PROJECT MANAGEMENT				
	State Requirements				
P1.1	Vendor shall participate in the following meetings:	M	Yes	Standard	
P1.1(a)	Kick-off meeting to initiate the Project.	M	Yes	Standard	
P1.1(b)	Work Plan/Status meetings.	M	Yes	Standard	

Initials: BN
Date: 1/11/17

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC ASSET VERIFICATION SOLUTION SERVICES
CONTRACT 2016-002
ATTACHMENT C-2 REQUIREMENTS

P1.2	Vendor shall support State during testing.	M	Yes	Standard	
P1.3	Vendor shall provide ongoing financial outreach services.	M	Yes	Standard	
P1.4	Vendor shall provide Project Staff as specified in the RFP.	M	Yes	Standard	
P1.5	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks.	M	Yes	Standard	
P1.6	Vendor shall provide weekly summary of requests, responses and amounts (both disclosed and undisclosed) by identified by institution and by applicant report.	M	Yes	Custom	No additional cost; would be part of maintenance or transaction fee
P1.7	Vendor shall provide monthly summary reports of data collected for each applicant and nonapplicant spouse from all respondents.	M	Yes	Custom	No additional cost; would be part of the maintenance or transaction fee
P1.8	Vendor will provide monthly response rate analysis by institution report.	M	Yes	Custom	No additional cost; would be part of the maintenance or transaction fee
P1.7	Vendor shall provide monthly reports to confirm contract compliance and vendor invoices.	M	Yes	Standard	

Initials: BN
Date: 1/11/17

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC ASSET VERIFICATION SOLUTION SERVICES
CONTRACT 2016-002
ATTACHMENT C-2 REQUIREMENTS

P1.8	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (Define how- WORD format-on-Line, in a common library or on paper).	M	Yes	Standard	Documentation would be provided in Word format

Initials: BN
Date: 1/11/17

FCRA Addendum to the Acculty Asset Verification Services Terms & Conditions

This FCRA Addendum (the "FCRA Addendum") is entered into by Acculty Asset Verification Services Inc. (hereinafter, "AAVS"), and Department of Health and Human Services (hereinafter, "Customer"), with its principal place of business located at 129 Pleasant Street, Concord, NH 03301-3857, each individually referred to as the "Party" and collectively as the "Parties." It shall become effective upon the provision of FCRA compliant services by AAVS to Customer.

WHEREAS, Customer has or contemporaneously will execute separate terms and conditions (the Agreement between Acculty and the New Hampshire Department of Health and Human Services, hereinafter, "The Agreement") for the AAVS Services (as defined in the Agreement); and

WHEREAS, the Parties wish to add certain terms and conditions to the Agreement, only with regard to the provision of services governed by the FCRA (as defined in Paragraphs 1 and 2 below).

NOW, THEREFORE, AAVS and Customer agree to be mutually bound by the additional terms and conditions of this FCRA Addendum, as stated in Paragraphs 1 and 2 below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. **Fair Credit Reporting Act Obligations.** Customer certifies that when using the AAVS Services provided under this FCRA Addendum and identified in a statement of work (as defined in the Agreement) as an FCRA service (the "FCRA AAVS Services"), it will comply with all applicable provisions of the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and all other applicable federal, state and local legislation, regulations and rules. In addition, Customer certifies it has a permissible purpose under the FCRA for obtaining a Consumer Report as provided by the Customer in a separate certification, and will re-certify such permissible purpose to AAVS upon request. Customer acknowledges that AAVS has provided Customer with the CFPB's form "Notice to Users of Consumer Reports", which informs users of consumer reports of their legal obligations under the FCRA.

2. **General.** Customer and AAVS agree that: (i) capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Agreement; (ii) this FCRA Addendum modifies and amends only those specific terms of the Agreement expressly referenced herein; and (iii) all terms of the Agreement are hereby restated as if written herein, shall remain in full force and effect, and shall constitute the legal valid, binding and enforceable obligations of the parties; and (iv) the Agreement and, this FCRA Addendum (Paragraphs 1 and 2) governs the provision and use of the FCRA AAVS Services.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this FCRA Addendum on behalf of the Customer listed above.

CUSTOMER:

Signature 

Print Name Carol E Sideris

Title Director, Div. of Client Services

Dated 11/3/16 (mm/dd/yy)

FCRA PERMISSIBLE USE CERTIFICATION - GOVERNMENT

Customer (Agency) Name: NH Department of Health and Human Services
DBA:
Address: 129 Pleasant Street
City, State, Zip: Concord NH, 03301-3857
Contact Name: Mickie Grimes, Regional Administrator **Phone:** 603-271-9277 or 603-724-5567

REQUIRED Please describe your purpose of use: Asset Verification

SECTION 1. FCRA PERMISSIBLE PURPOSE

Customer, as a "User" of and Acculty Asset Verification Services Inc. ("AAVS") Consumer Reports, hereby certifies as follows:

1. The nature of Customer's business is: Government Agency

2. Customer's orders Consumer Reports from AAVS for the following purpose(s) under the Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq) ("FCRA") and such reports will not be used for any other purpose:

Please check all that apply (not all uses are available in every product):

☒ For use in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status in accordance with 15 U.S.C. Sec. 1681b (a)(3)(D).

☐ With express written instructions of the consumer for reasons other than an employment purpose in accordance with FCRA Section 15 U.S.C. Sec. 1681b (a)(2).
If you have selected "with express written instructions of the consumer" above, please specify intended use: _____

3. The FCRA imposes criminal penalties – including a fine, up to two years in prison, or both – against anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses, and other penalties for anyone who obtains such consumer information without a permissible purpose.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I have direct knowledge of the facts stated above and that I am authorized to execute this Certification on behalf of the Customer listed above.

CUSTOMER:
Signature
Print Name Carol E. Sideris
Title Senior Director
Dated 09/21/16 (mm/dd/yy)