



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
 603-271-4546 1-800-852-3345 Ext. 4546
 Fax: 603-271-4779 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
 Commissioner

José Thier Montero
 Director

March 10, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend a contract with CQuest America, Inc., (Vendor # 168898-B001) 500 S. 9th Street, Springfield, IL, 62701, by increasing the Price Limitation by \$54,756 from \$3,546,542 to \$3,601,298 to provide services to make technical enhancements to the software of the WIC StarLINC System and to enhance the WIC client portal, effective upon date of Governor and Council approval with no change to the completion date of June 30, 2022. This agreement was originally approved by Governor and Council on September 3, 2014, Item # 23. 100% Federal funds.

Funds are available in the following account for SFY 2015, and are anticipated to be available in SFY 2016, SFY 2017, SFY 2018, SFY 2019, SFY 2020 and SFY 2021, upon the availability and continued appropriation of funds in future operating budgets, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council, if needed and justified.

05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Total Amount
SFY 15	102-500731	Contracts for Prog Svc	90006015	\$436,680	\$54,756	\$491,436
SFY 16	102-500731	Contracts for Prog Svc	90006015	\$436,680	\$0.00	\$436,680
SFY 17	102-500731	Contracts for Prog Svc	90006015	\$436,680	\$0.00	\$436,680
SFY 18	102-500731	Contracts for Prog Svc	90006015	\$436,680	\$0.00	\$436,680

SFY 19	102-500731	Contracts for Prog Svc	90006015	\$436,680	\$0.00	\$436,680
SFY 20	102-500731	Contracts for Prog Svc	90006015	\$445,413	\$0.00	\$445,413
SFY 21	102-500731	Contracts for Prog Svc	90006015	\$454,322	\$0.00	\$454,322
SFY 22	102-500731	Contracts for Prog Svc	90006015	\$463,407	\$0.00	\$463,407
			Total	\$3,546,542	\$54,756	\$3,601,298

EXPLANATION

Funds in this agreement will provide technical enhancements to be made to the software of the Women, Infants, and Children Programs, StarLINC System to automate client nutritional risk assessments and to enhance the Women, Infants, and Children client portal with real-time communication features.

The Healthy Eating and Physical Activity Section administers the USDA Special Supplemental Nutrition Program for Women, Infants and Children serving more than 15,000 consumers. The Program uses an integrated benefits management system called StarLINC. This automated system is used to determine client financial eligibility and nutritional needs both for nutrition education and supplemental foods. The system issues paper food vouchers that participants redeem at the grocery store. StarLINC interfaces directly with the State's accounting system, enabling online payments to grocery stores. The StarLINC system allows the program to quickly identify duplicate clients, suspended clients, and identify fraudulent requests for payment for grocery stores, while maximizing the efficiency of the processing of food vouchers for payment.

Should Governor and Council determine to not authorize this request, a participant's nutrition risk factors would continue to be calculated manually subjecting it to human error which could result in the wrong food benefit package being assigned. The Vendor and Client Portals could not be modified to allow state staff to create and manage timely and critical announcements such as clinic closures, newly approved foods and when necessary, product recalls for participants and vendors.

The State of Kansas released a Request for Proposal for the "*Operations and Maintenance of WIC MIS for the Multi-State WIC Consortium: State of Kansas Department of Health and Environment, New Hampshire Department of Health and Human Services and the Inter Tribal Council of Arizona*" in accordance with their procurement rules and regulations on December 23, 2013. A link to the RFP was posted on the State of NH Department of Health and Human Services website on January 7, 2014.

One proposal was received in response to the Request for Proposals. The proposal review committee was representative of the three states and had Women, Infants, and Children Program and Department of Information Technology staff. A summary of this review process is attached.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
March 10, 2015
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The following performance measures will be used to measure the effectiveness of the agreement:

- Timeliness in modification of federally regulated and food industry mandated changes.
- Assurance of appropriate daily maintenance of StarLINC system.

Area served: statewide.

Source of Funds: 100% Federal Funds from the United States Department of Agriculture, CFDA # 10.557, and Federal Award Identification Number (FAIN) 15154NH703W1003.

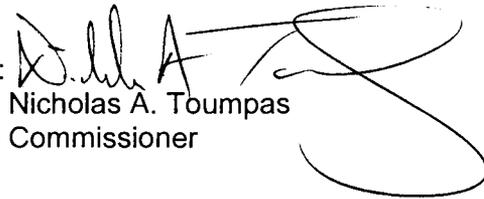
In the event that the Federal funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

Contract 2014-017 – Operation and Maintenance Services of the NH Women, Infants and Children Management Information System

The State of Kansas released a Request for Proposal for the “Operations and Maintenance of WIC MIS for the Multi-State WIC Consortium: State of Kansas Department of Health and Environment, New Hampshire Department of Health and Human Services and the Inter Tribal Council of Arizona” in accordance with their procurement rules and regulations on December 23, 2013. A link to the RFP was posted on the State of NH Department of Health and Human Services website on January 7, 2014.

In accordance with the State of Kansas Consortium based Procurement Procedures, Representatives from the State of Kansas, the State of New Hampshire and ITCA evaluated the proposal for compliance with the RFP and ability to provide the services requested.

Members of the review panel were:

State of NH

Margaret Murphy, Administrator, Healthy Eating & Physical Activity Section

Leslie Mason, DOIT Contracts Manager

Martha Wells, Business Systems Analyst I

Gerald Bardsley, Business System Analyst I

Inter Tribal Council of Arizona

Mindy Jossefides, Director, WIC Program

State of Kansas

David Thomason, Director, Nutrition and WIC Services

Kelly Williams, Deputy Chief Information Officer

Sandi Fry, IT Project Manager

Randy Volz, Program Analyst

KDHE Fiscal Management

Kelly Chilson, Director, Fiscal Management

The MSC received one response to the RFP.

The panel held several meetings and a conference call with the vendor. After receiving clarification from the vendor on some of their responses the review committee concluded that the vendor met the requirements of the RFP and could provide all requested services.

The unanimous approval of this vendor by the review panel was sent to the Kansas Procurement Negotiation Committee (PNC) and they awarded the bid to CQuest America, Inc.



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

Steven J. Kelleher
Acting Commissioner

March 18, 2015

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

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with CQuest America, Inc. as described below and referenced as DoIT No. 2014-017A.

The purpose of this contract amendment is to provide technical services for software enhancements to the WIC StarLINC System, currently used by the State of New Hampshire DHHS Women, Infants, and Children (WIC) Program, to automate client nutritional risk assessments and to enhance the WIC client portal with real-time communication features. The funding amount is increased by \$54,756, from \$3,546,542 to \$3,601,298. There is no change to the current contract expiration date of June 30, 2022.

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

Sincerely,

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

Steven J. Kelleher

PCH/ltn
Contract #2014-017A

cc: Elizabeth Biron, DHHS
Margaret Murphy, DHHS
Leslie Mason, DoIT

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
CQUEST AMERICA, INC
CONTRACT 2014-017
CONTRACT AMENDMENT 1**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #17300-EVT0002842 (Kansas), on September 3, 2014, Item # 23, (herein after referred to as the "Agreement"), CQuest America, Inc. (hereinafter referred to as "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Health and Human Services (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 9: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to make technical enhancements to the software of the WIC StarLINC System to automate client nutritional risk assessments and to enhance the WIC client portal with real-time communication features set forth in Contract Amendment 1, Attachments 2 and 3.

WHEREAS, the Vendor agrees to provide services to make technical enhancements to the software of the WIC StarLINC System to automate client nutritional risk assessments and to enhance the WIC client portal with real-time communication features.

WHEREAS, the Department and the Vendor wish to increase the Contract price by \$54,756 to bring the total contract price to \$3,601,298.

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

The Agreement is hereby amended as follows:

1. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$54,756 from \$3,546,542 to \$3,601,298.
2. The Agreement is further amended as described in Table 1:

Table 1

Contract Number #2014-017 Agreement – Part 2 Introduction, Section Number	AMENDED TEXT
1.Contract Documents, 1.1 Contract Documents, C, Part 3, Exhibit O	is deleted and replaced with the following language: Exhibit O- Special Exhibits, Attachments, Certifications, Contract Amendment 1. Contract Amendment Attachments 1, 2, 3

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
CQUEST AMERICA, INC.
CONTRACT 2014-017
CONTRACT AMENDMENT 1

Contract # 2014-017 Agreement - Part 3 Exhibit A, Contract Deliverables Section Number	AMENDED TEXT
2. Deliverables, Milestones, and Activities Schedule	is amended by adding the following subparagraphs: 2.2 CQuest Task Order Request 2015 - 02 for MSC WIC System Automated Risk Factor is incorporated as Contract 2014-017, Contract Amendment 1, Attachment 2 – Task Order 2015 - 02: Automated Risk Factor Implementation. 2.3 CQuest Task Order Request 2015 - 03 for MSC WIC System Portal Announcements is incorporated as Contract 2014-017 Contract Amendment 1, Attachment 3 – Task Order 2015 - 03: Portal Announcements.
Contract Number 2014-017 Agreement - Part 3 Exhibit B, Price and Payment Schedule Section Number	AMENDED TEXT
1. Deliverable Payment Schedule	is amended by adding the following subparagraphs: 1.2 Task Order payment Schedules are incorporated as (Deliverables #1 & #2) Contract Amendment 1, Attachment 2 – Task Order 2015 - 02 Deliverables to be completed. 1.3 Task Order payment Schedules are incorporated as (Deliverable #1) Contract Amendment 1, Attachment 3 – Task Order 2015 - 03 Deliverables to be completed.
2. Total Contract Price	is deleted and replaced as follows: 2. TOTAL 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 \$3,601,298 (“Total Contract Price”). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to CQuest for all fees and expenses, of whatever nature, incurred by CQuest in the performance hereof.
Contract Number 2014-017 Agreement - Part 3 Exhibit O, Special Exhibits, Attachments, and Certificates	AMENDED TEXT

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
CQUEST AMERICA, INC.
CONTRACT 2014-017
CONTRACT AMENDMENT 1**

Attachments are:	is amended by adding the following: G. Contract Amendment 1 H. Contract Amendment 1, Attachment 1 – Service Level Agreement I. Contract Amendment 1, Attachment 2 – Task Order 2015 - 02 J. Contract Amendment 1, Attachment 3 – Task Order 2015 - 03
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For reference only:

Table 2 CONTRACT 2014-017 –WIC StarLINC System

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2014-017	Original Contract	09/03/2014 Item #23	06/30/2022	\$3,546,542
2014-017 Amendment 1	1 st Amendment	Pending	06/30/2022	\$ 54,756
	CONTRACT TOTAL			\$3,601,298

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
CQUEST AMERICA, INC.
CONTRACT 2014-017
CONTRACT AMENDMENT 1**

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

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

3/23/15
Date


Brook Dupee
Bureau Chief

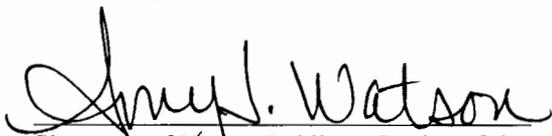
CQuest America, Inc.

03/13/2015
Date

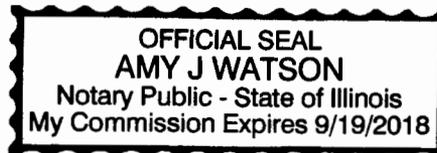

Name: H Kevin Davis
Title: President and CEO

Acknowledgement:

State of Illinois, County of Sangamon on 3/13/15, before the undersigned officer, personally appeared the person identified 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

Amy J. Watson
Name and Title of Notary or Justice of the Peace

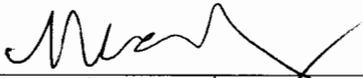


**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
CQUEST AMERICA, INC.
CONTRACT 2014-017
CONTRACT AMENDMENT 1**

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

OFFICE OF THE ATTORNEY GENERAL

3/27/15
Date


Name: Megan A. Taylor
Title: Attorney 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:

FINAL



**Service Level Agreement for the
Operations and Maintenance of WIC MIS
for the Multi-State WIC Consortium:
State of Kansas Department of Health and Environment
New Hampshire Department of Health and Human Services
Inter Tribal Council of Arizona, Inc.**

January 14, 2015

CQuest's Initials: 
Date: 03/13/2015



Changes to SLA History

Listed below are changes made to the Service Level Agreement (SLA) for the Operations and Maintenance Contract between CQuest and the Multi-State Consortium (MSC).

As stated on page 4 of the Service Level Agreement (SLA), "As services and technologies change, this SLA may also change to reflect the improvements and/or changes necessary. This SLA will be reviewed at least annually and updated as necessary. When updates are deemed necessary, the MSC will be asked to review and approve the changes."

This table identifies and describes changes to the SLA as agreed to by CQuest and the MSC for contract year #1 SFY 2015.

Section Page	Section Title	Description of Suggested Change	Change Accepted



Overview and Purpose

CQuest and the Multi-State Consortium: Kansas, New Hampshire, and the Inter Tribal Council of Arizona are committed to providing high quality, responsive support for the MSC WIC System. The purpose of this Service Level Agreement (SLA) is to define the relationship between CQuest and the MSC and to identify the responsibilities and levels of service of each party as they relate to the MSC Operations and Maintenance Contract.

This SLA is an important piece of the Contract between CQuest and the MSC. If used properly it will:

- Clearly identify and define the MSC needs as they relate to the operations of the MSC WIC System
- Provide a framework for understanding the MSC needs and the ability of CQuest to meet those needs
- Simplify complex issues
- Reduce areas of risk and of conflict
- Provide a framework that will encourage dialog in the event of disputes

As services and technologies change, this SLA may also change to reflect the improvements and/or changes necessary. This SLA will be reviewed at least annually and updated as necessary. When updates are deemed necessary, the MSC will be asked to review and approve the changes.



Assigned Staff in Support of Service Level Agreement

William Roth - Senior Director of System Development and Software Support
Danielle Heckmeck - Associate Director of System Development and Software Support
James Kim - Senior .Net Developer
Craig Trombly - Senior .Net Developer
Beth Munn - Senior Database Administrator
Satos Mason - Senior Database Administrator
Dyan Boling - Systems Operations Analyst
Sonthana Thongsithavong - Manager of Helpdesk
Chandi Mahinda - Helpdesk Analyst
Olivia Haynes - Helpdesk Analyst
Becky Trinkle - Senior QA Analyst
Becky Williams - Senior QA Analyst
Don Finch - Senior Business Analyst
Erik Fenstermaker - Senior Network Engineer
Nick Friederich - Network Engineer

Services to be Delivered

This section describes the services provided by CQuest and the manner in which those services are delivered.

Operations Services

CQuest will provide day-to-day operations of the MSC WIC System. The term "Operations" implies tasks associated with monitoring the MSC WIC System that include event and performance management, system and individual application monitoring, system maintenance and administrative functions, and reporting features. Providing high-quality Operations services for the MSC WIC System will ensure the availability, performance, and security of the system to the State Agency and local agency end-users.

Data Synchronization Management

Data from the WIC clinics is updated initially in the associated multisite database and the two local distributed databases at Lyon County in Kansas, and Tohono O'odham Nation at ITCA. A synchronization process (replication) then updates the state consolidated database located at the respective Central Processing Site (CPS). The New Hampshire CPS site is located in the hosting environment at CQuest headquarters in Springfield, Illinois. The Kansas CPS site is located in the Kansas state offices. The ITCA CPS site is located in the offices of the Inter Tribal Council of Arizona in Phoenix, Arizona. The technical process that synchronizes databases is called replication. Data synchronization is a customizable, two-way process that maintains synchronization of individual record updates between the multisite and distributed clinic databases and the CPS site consolidated database.

Operations' staff monitors the automated replication process. This process ensures that the consolidated database is in sync with the multisite and distributed databases with the most up-to-date information. In the event that any distributed or multisite database needs to be restored, current data can be re-extracted from the consolidated database with minimal disruption or downtime for the clinic.



Service Level Agreement
Operations and Maintenance of WIC MIS for the Multi-State WIC Consortium
Contract Period: July 1, 2014 – June 30, 2015

Data is synchronized between the clinic, multisite and distributed databases and the consolidated database at least once daily and in most cases every 15 minutes.

For those clinics that can't connect directly to their Multisite server, data gathered on a "checked-out" Mobile WIC Server while local agency staff are providing services at a remote location is not replicated until the Mobile WIC Server is "Checked In" at the local agency. Data gathered at mobile WIC clinics are uploaded to the local agency's server using the "Check-In" process. This data is then replicated to the CPS consolidated database with the next scheduled replication.

In the event that a clinic server is unable to automatically replicate with the CPS, Operations staff will remotely determine and address the cause, and manually initiate the replication process. Presently, only Tohono O'odham Nation utilizes the Check-In functionality.

Remote Database Administration

CQuest will administer the following servers to ensure operation at peak performance of WIC application software:

- Consolidated database at the CPS
- Multisite Database
- Distributed database at permanent pilot clinic at Lyon County, KS

CQuest DBA staff will adjust indexes, make changes to the database appropriate for the software requirements, and manage log files.

CQuest DBA staff may schedule maintenance of these databases in order to improve performance and maintain the integrity of the data. CQuest will schedule this activity beforehand with the appropriate WIC staff and their information technology staff, if needed.

In the event of a database problem on any of the aforementioned WIC databases, the CQuest DBA will connect to the database to troubleshoot and repair the problem.

Disaster Recovery Services

Disaster recovery and system reliability are of critical importance to ensure that business continuity services to clients are not interrupted or delayed for periods of time, and thus resulting in a State Agency and local agencies not being able to issue benefits to clients being served by the MSC.

CQuest Operations staff play a major role in restoring the WIC system to full operations should an event happen that causes any State or clinic data to be lost. A Disaster Recovery Plan addresses in detail all aspects of planning for, preventing, and recovering from a loss of data in the multisite, consolidated or distributed databases supporting the WIC programs of the MSC. The purpose of this section in the SLA is to outline the role CQuest Operations staff plays in restoring WIC data to full operations.

In the event of a failure, disruption or other negative IT event related to WIC systems hosted on application or database servers supported by CQuest for the MSC, CQuest Operations staff will ascertain whether it is physically possible to restore acceptable level of system delivery performance with existing hardware. If this is the case, CQuest Operations staff will identify the reason for the abnormality and follow a carefully prescribed restoration plan that elevates the restore process, as appropriate. Acceptable level of performance is defined as being the same level of performance as before the failure occurred, or an agreed upon level of performance between CQuest and the State agency that can be provided as an interim until full performance operations can be restored.



**Service Level Agreement
Operations and Maintenance of WIC MIS for the Multi-State WIC Consortium
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If WIC system functionality is unable to be restored to its current configuration, or relevant equipment is destroyed or missing, CQuest Operations staff will work with State Agency staff to secure alternate equipment at a temporary location designated by the State Agency. CQuest Operations staff will restore and redeploy the most recently available data and current releases of deployed applications using the most recent database extracts from the consolidated database, if available. Once normal operating conditions are restored, CQuest Operations staff will work with the State Agency to ensure that permanent equipment is in place. The DBA will migrate data from the temporary equipment to the permanent equipment and will ensure that replication is occurring properly.

Operations staff will implement a controlled restore activity designed to test the disaster recovery procedures in June of each year. A central component of the disaster recovery procedure is database extraction from the CPS consolidated database. A production operational situation that requires database extraction serves as an adequate test of the disaster recovery procedures and will substitute for the annual controlled restore activity.

Replication, Automated Jobs, and Extracts

Data replication from the multisite database to the consolidated database is an automated job that runs at least once daily, and in most cases every 15 minutes. Operations staff will monitor replication activities daily and address any problems that prevent replication from occurring as scheduled.

The MSC staff regularly performs an automated extract (NH only) of paid invoices and their associated vouchers that is then sent to the MSC to pay NH retailers for vouchers redeemed. CQuest Operations staff will respond to issues encountered by State Agency staff in performing this extraction process as a Priority 1.

Certain automated processes run at the end of every month, quarter, and year and serve to summarize data for reporting purposes. Operations staff ensures that these processes run as required. Operations staff will extract and summarize month-end, quarter-end, and year-end caseload and financial data by the 10th calendar day of the following month. Summary reports will be available to State WIC staff following the extraction and summarization process. To meet the summarization processing commitments, the mobile WIC server in ITCA (Tohono O’odham Nation WIC Clinic) must be “Checked In” no later than the 5th calendar day of the following month and the agency must have replicated at the close of business on the last day of the month or later. Operations staff will monitor the Check In process at month-end and will notify ITCA if the Tohono O’odham Nation server is not Checked In. The State Agency staff will notify the local agency and remind staff to perform the Check In process.

The State Agency staff periodically needs to extract data to share with other federal and State agencies. Operations staff will provide data extracts under the direction of the State Agency. It is important to note that the State Agency retains control of what data is extracted, the intervals at which the data is extracted, and who receives the data. CQuest’s role is to extract process and deliver the data as directed. Operations staff will provide ad hoc extracts and/or access to data required by the State Agency upon receiving an appropriate work order.



**Service Level Agreement
Operations and Maintenance of WIC MIS for the Multi-State WIC Consortium
Contract Period: July 1, 2014 – June 30, 2015**

Application and Data Security

Access to the clinic application and applications used at WIC State Agency offices and clinics is controlled by a user account and password. The State Agency submits a user request form to CQuest Helpdesk staff when a new user account is needed. CQuest Operations staff creates a new user account using the Operations Management application and assign the appropriate clinic affiliation(s) and role-based security level(s) as instructed on the user request form.

Upon the setup of the accounts, an e-mail confirmation notice with the following information is sent to the State Agency requestor and to the new user if their email address has been provided:

Name: XXX
 Client Services
 Username: XXX
 Password: Please contact the WIC Help Desk for default password.

The new user will then contact the WIC Help Desk to obtain the initial password and receive assistance logging in the first time. The new user will be required to change the default password upon initially logging in.

Data Archiving

CQuest will perform data archiving procedures on each of the MSC databases once per quarter on the 3rd weekend of January, April, July and October. Data will be chosen based upon the Master Policy Table developed by CQuest and the MSC. (See below)

The archive process frees space in the consolidated database by copying data to an archive database and deleting data from the consolidated database. These deletions are then replicated to all associated multisite and distributed databases for the location. The archive process uses a combination of archive and deletion rules that are grouped into policies. Most policies simply delete outdated records, while others (the policies for clients and food instruments) copy the data to an archive database before deleting the records from the consolidated database.

Archived records can be retrieved from the archive database and restored to the consolidated database through a request made to the help desk. Client data is restored through the Restore Client from Archive screen, and food instrument data is restored through the Restore Policy by Client screen in Operations Management.

Master Policy Table

Business Area	Archive/Delete Rule	Logic
Deletion		
Caseload Driver	Delete after 1 year	Delete all records where ReportPeriodLastDay is more than 1 year old.
Financial Driver	Delete after 1 year	Delete all records where First_Use_Date is more than 1 year old.
Client Reminders	Delete all records marked complete, and delete records not marked complete, but more than 120 days old.	Delete all records where CompletedInd is not null. Delete all records where CreateDT is more than 120 days old.



CQuest's Initials: AD
 Date: 03/13/2015



**Service Level Agreement
Operations and Maintenance of WIC MIS for the Multi-State WIC Consortium
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Business Area	Archive/Delete Rule	Logic
Staff Reminders	Delete all records marked complete, and delete records not marked complete, but more than 120 days old.	Delete all records where CompletedInd is not null. Delete all records where CreatedDT is more than 120 days old.
Flowsheet	Delete after 2 years	Delete all records where PlanYearMonth is more than 2 years old.
Address History	Delete after 5 years	Delete all records where ChangedDT is more than 5 years old.
Caregiver History	Delete old records after 5 years	Delete records where JoinDT is more than 5 years old and the record is not the most recent for the client.
Survey Questions, Answers & Client Answers	Delete after 3 years	Delete all PH_ClientSurvey records where SurveyQuestionAskedDT is more than 3 years old. Delete all SURVEY records where COLLECTION_END_DATE is more than 3 years old. Delete all SURVEY_ANSWER records associated with the deleted SURVEY records.
Appointment Book	Delete after 4 years	Delete all ph_clientappointment records where appointmentdt is more than 4 years old. Delete all la_staff_available_time records where startdt is more than 4 years old. Delete all ph_nutredclass records where classtartdt is more than 4 years old.
Error Tracking	Delete after 2 years	Delete all records from program_error where error_datetime is more than 2 years old.
Logon Tracking	Delete after 2 years	Delete all records from la_staff_person_logon where logon_timestamp is more than 2 years old.
Applicants	Delete after 6 months based on initial application date if no follow up	Delete all records in the listed tables for an applicant where the client does not have any prior WIC_Certification or CSFP_Certification records and the most recent WIC_Application record or the most recent CSFP_Application record exists with an CreatedDT more than 6 months old, and the most recent PH_ClientContact record has a ContactDT more than 6 months old.



**Service Level Agreement
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Business Area	Archive/Delete Rule	Logic
		If the applicant is the only member of a family, delete all the records in the associated family tables.
Shelf Item Price Data	<u>KS & ITCA</u> Delete after 3 years <u>NH</u> Delete after 3 years as long as it is not the most recent entry.	<u>KS & ITCA</u> Delete all records in vendor_price_survey where survey_start_datetime is more than 3 years old. <u>NH</u> Delete all records in vendor_price_survey where survey_start_datetime is more than 3 years old as long as it is not the most recent entry.
Simple Archive		
Checks/Vouchers	Archive two years after first use date	Archive all WICFI_FoodInstrument records where FirstUsedDT is more than 2 in the past.
Redemption records	Archive two years after banking service process date (KS, ITCA) or resolution date (NH)	Delete all records where RedeemedDT is more than 2 years old
Complex Archive		
Client Data	Archive based on the associated client category specific rules: Archive Infants and Children when they turn 7 years old Archive Pregnant, Breastfeeding and Postpartum when they turn 55 years old Archive Seniors when they turn 121 years old Archive Clients who are deceased	Archive all records where the client's date of birth makes them at least 7 years old. Archive all records where the client's date of birth makes them at least 55 years old. Archive all records where the client's date of birth makes them at least 121 years old. Archive all records for client who has become deceased
Family Group data		When last client in the group is archived, then archive the family as well.

Central Processing Site Hosting Services

CQuest currently provides managed hosting services for the Central Processing Site (CPS) for the New Hampshire WIC Program at our Springfield Data Center.

The Springfield Data Center infrastructure includes:

- Secure, State-of-the-Art Facilities.

The computer room was designed with state-of-the-art systems to ensure an appropriate environment. The room is secure at all times; only authorized personnel are given access,



CQuest's Initials: *AK*
Date: 03/13/2015



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and all access activity is recorded within the security system. Water detection devices in the room's subfloor notify the facility manager if water or condensation is present. A 100 amp feed of power ensures enough electricity to run the infrastructure without overload. The environment is protected by a Cisco ASA 5520 firewall. The firewall uses stateful packet inspection to keep track of the state of network connections traveling across it. The firewall is programmed to distinguish legitimate packets for different types of connections. Only packets matching a known connection state are allowed by the firewall; others are rejected. And finally, a sophisticated automatic control system allows staff to monitor everything from the air conditioner units to the generator, and to receive alarm notifications for various events.

- **Power Redundancy.**

A 1,600 amp generator supplies backup power to the entire facility, including the computer room. When primary power is lost, the system automatically switches over to the generator, which can provide power for up to 36 hours. As a result, the infrastructure that houses the hosted CPS servers will remain operational, even during a power outage. The servers are further protected from power outages by UPS units, which provide battery backup power while the generator takes over. This also ensures no "hiccups" in service.

- **Gas Fire Suppression System.**

An environmentally safe, non-toxic gas fire suppression system is installed in the computer room to suppress fires while protecting high-value assets and business continuity. The "clean agent" system will not damage equipment or electronics, is safe for people, leaves no residue and requires no cleanup, greatly reduces the amount of smoke and soot damage caused by fire, and provides three dimensional suppression, extinguishing fires in hard-to-reach spaces.

- **Cooling Redundancy.**

Given the heat output of electronics, one concern of any computer room is high temperatures. The computer room utilizes a separate cooling system from the building's HVAC system to ensure targeted control over the computer room's temperatures. This system includes two air conditioning units; the primary and secondary units rotate responsibility for cooling the room, with the secondary unit providing support when temperatures increase past a set threshold. If one unit should fail, the other unit automatically takes over. The cool air is routed through the room's subfloor, and is vented out at strategic locations throughout the room.

- **Communications Redundancy.**

With the hosted CPS servers relying on connections with the internet it is imperative that downed lines don't interfere with business. Therefore, CQuest has implemented redundancy with communications by installing both a DS3 line with AT&T, as well as a fiber line through Springfield's City, Water, Light and Power (CWLP). The lines enter the facilities at different sides of the building, and should one connection be lost, the other connection automatically activates.

CPS Hosting Services to be delivered to New Hampshire by CQuest:

- Manage the databases on all CPS servers.
- Manage services on all CPS servers.
- Export and import data.
- Manage synchronization services between the consolidated and multisite databases.
- Install and update the WIC system applications, patches, and other utilities
- Monitor system, security and application logs on all CPS servers.



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- Review backup operations.
- Provide firewall security requirements for the MSC WIC System with the State Agency input.
- Perform data extracts and ad-hoc queries.
- Manage the sharing of data resources within the MSC WIC System.
- Create and update folders and files anywhere in the MSC WIC System.
- Manage network user accounts on the MSC WIC System CPS domain.
- Manage daily backups, daily off-site data storage in a secure location, and restore operations.
- Monitor CPS physical hardware.
- Upgrade or replace CPS physical hardware components in coordination with the State Agency.
- Configure the network, including assigning IP addresses for CPS servers.
- Configure and manage firewalls for the MSC WIC System CPS.

MSC WIC System Maintenance

CQuest will perform routine maintenance on the MSC servers on weekends or after the following times:

State Agency	After hour maintenance
New Hampshire	5:00 pm (EDT/EST)
Kansas	6:00 pm (CDT/CST)
ITCA	6:00 pm (PDT/PST)

CQuest will let the State Agency staff know in advance of any scheduled maintenance that will occur during the evenings or weekends.

Outage Notification Process

There are two (2) types of outages that can be experienced by users of the MSC WIC System: unplanned and planned. In both cases, communication between CQuest and the State Agency is critical to ensure that operations of the MSC WIC System are impacted as minimally as possible.

Unplanned Outages – an unplanned outage typically results from malfunction of hardware, software, or data communication lines. Notification of an unplanned outage is automatically sent to key CQuest staff and State Agency designees. Notifications are generated when the outage occurs, when status updates are available, and when the outage is resolved.

In many cases, CQuest may not be aware of an unplanned outage until the State Agency or local agency staff communicate that they are impacted. Unplanned outages that impact production and mission critical functions (i.e. printing food instruments) are assigned Priority 1.

CQuest staff will immediately be assigned to resolve unplanned outages. CQuest will use the CustomerWise on-line customer support software package to capture information on unplanned outages and will log the detail of activity taken to resolve the outage. CQuest’s technical staff will periodically provide updated information to the State Agency of the outage situation.

Planned Outages – CQuest will attempt to follow a fixed maintenance schedule whenever possible, if an outage is required to perform maintenance and hardware or system updates. However, on occasion, infrastructure-related maintenance will be required that cannot follow a fixed maintenance window. In such cases, CQuest’s Senior Director of System Development and Software Support will work with the State Agency to schedule a planned outage and ensure that no conflicts exist with the timing of the scheduled maintenance windows. CQuest’s Senior Director of



CQuest's Initials: *[Signature]*
Date: 03/13/2015



System Development and Software Support will communicate the progression of the scheduled maintenance to the MSC Project Manager, or his/her designee, from initial request until the scheduled maintenance is completed.

Help Desk

CQuest uses an integrated three-tier approach to providing Help Desk Support Services to the MSC State Offices and Local Agency users. These support services include incident logging and reporting; end-user support of state office and local agency applications; desktop, laptop, printer, print servers, jetpacks, and network support, including mobile wireless networks; dispatching of subcontracted service technicians for on-site support (New Hampshire only); data, database and data synchronization support; and ad hoc reporting services. Additionally, Help Desk Support Services staff may receive system modification requests from the MSC which are logged into CustomerWise to be evaluated by the MSC.

The work described in this section comes to CQuest primarily through the Help Desk toll free number but may also be received via the Help Desk email account. This work is logged in the customer support software and is triaged for appropriate follow up.

The CQuest Help Desk provides the MSC WIC System and end-users with:

- A single point of contact when users have MSC system questions or are experiencing technical problems including application issues, workstation or printer installation issues, and network connectivity issues.
- Coverage that ensures help is available to users during normal business hours.
- Courteous and knowledgeable personnel who will provide answers and resolutions to a variety of basic to advanced-level questions and issues regarding the MSC WIC System.

Levels of Support

The three levels of Help Desk Support Services are as follows:

Tier-1 Support – Tier-1 support is provided by the CQuest Help Desk. Help Desk staff are responsible for:

- Logging incidents into the call and issue tracking software,
- Answering basic questions and/or resolving quick issues related to State Agency and local agency application(s),
- Answering basic questions and/or resolving quick issues related to desktop, laptop and printer operations,
- Closing incidents resolved by Tier-1 support, and
- Escalating issues and questions to Tier-2 support when appropriate.

Tier-2 Support – Tier-2 support is an intermediate level of support and is provided by Software Support Specialists. Software Support Specialists are responsible for:

- Logging incidents from Tier-1 overflow into the call and issue tracking software,
- Answering in-depth questions and/or resolving associated software issues related to State Agency and local agency application(s).
- Answering basic to upper mid-level questions and/or resolving associated issues related to desktop, laptop, and printer operations.
- Creating the MSC WIC System user accounts and/or granting application security clearances for State Agency and local agency users.



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- Running the daily banking process.
- Providing remote setup and configuration of local desktop workstations, laptop workstations, printers, and wireless routers in support of MSC WIC System applications.
- Closing incidents resolved by Tier-2 support, and
- Escalating advanced issues and questions to Tier-3 support unit as appropriate.

CQuest's Manager of Help Desk Services has primary responsibility for management of Help Desk staff and their activities.

Tier-3 Support – Tier-3 support is an advanced level of Help Desk Support Services and is provided by technical experts from the Software, Database Administration and Network Services units.

Software Application Analysts are responsible for:

- Resolving basic to advanced level issues related to the WIC applications,
- Creating CustomerWise tickets for software defects,
- Escalating potential MSC software bugs to the development group,
- Communicating with the MSC and CQuest management about Tier-3 activities.

CQuest's Associate Director of System Development and Software Support has primary responsibility for management of Software Support Specialists and activities related to helpdesk support and problem resolutions.

CQuest's Senior Director of System Development and Software Support functions as a central point of coordination and communication across support levels and operational units while overseeing Help Desk Support Services.

Network Services Technicians are responsible for:

- Resolving advanced level issues related to desktop, laptop and printer operations,
- Resolving advanced level issues related to servers, networks and wireless networks,
- Performing WIC server setup and configuration including installation of Sybase ASA and Arcana Scheduler software,
- Troubleshooting telecommunications issues and working with Local IT to resolve issues,
- Identifying the need for and dispatching designated subcontractor to provide on-site technical support as required,
- Respond to MSC WIC System hardware and network performance issues,
- Communicating with the MSC and CQuest management about Tier-3 activities.

CQuest's Senior Network Engineer has primary responsibility for management of Network Services Technicians and their activities.

Database Administrators are responsible for:

- Resolving basic to advanced level issues related to database operations,
- Resolving basic to advanced level issues related to data, database schema, and data synchronization,
- Configuring Sybase ASA and Arcana Scheduler software,
- Resolving mobile check-out/in issues (Mobile Sync),
- Escalating potential MSC software bugs to CQuest Quality Assurance staff,
- Responding to database performance issues,
- Communicating with the MSC and CQuest management about Tier-3 activities.



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CQuest’s Senior Director of System Development and Software Support has primary responsibility for management of Database Administrators and their activities, and acts as a central point of coordination and communication within Help Desk Support Services for managing issues that cross support levels and operational units.

Staff Hiring, Training, and Supervision

CQuest will operate an effective and efficient Help Desk with well-trained staff. Help Desk Support Services staff will have the required skills, training and experience necessary to provide the level of support indicated by their associated tier level. A CQuest manager will oversee the staff and activity of a particular tier level and have responsibility for the training, and supervision of staff within that tier level. The Senior Director of System Development and Software Support will have the primary responsibility for hiring.

Staffing Levels and Schedule

The weekly schedule for Help Desk Support Services staff will be based on the required MSC service hours. Help Desk Support Services staff will be available during these service hours. Staffing will be based on call loads and the nature of the calls being received, and will be adjusted and/or services expanded as indicated by these factors. During peak times, more staff will be scheduled to handle service calls. CQuest will work with the MSC staff to adjust service levels if necessary.

During service hours as described below, Help Desk Support Services staffing levels will be adequate to provide coverage at each level of support: Tier-1, and Tier-2.

Help Desk Service Hours

CQuest will provide telephone Help Desk support to members of the MSC as follows:

Monday through Friday – 7:00 am to 7:00 pm (CST) and 7:00 am to 8:00 pm (CDT). The MSC and CQuest may agree to adjust these hours based on actual call volumes.

CQuest’s Help Desk Support Services staff will provide normal services with normal staffing levels on all MSC business days except for days that are designated as holidays in the following list:

CQuest Holidays	MSC Exceptions
New Year’s Day	
Martin Luther King Day/Civil Rights Day	Not observed by all MSC local agencies
President’s Day	Not observed by all MSC local agencies
Memorial Day	
July 4 th	
Labor Day	
Veterans Day	Not observed by all MSC local agencies
Thanksgiving Day	
The day after Thanksgiving Day	Not observed by all MSC local agencies
Christmas Day	

If the MSC believes it important and necessary to have Help Desk staff available on any of the above specified holidays, CQuest will provide the agreed upon resources at the rates provided in our cost proposal.



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Callers to the Help Desk on the agreed holidays will receive a message stating that the Help Desk is closed followed by the opportunity to leave a voice mail message. Voice mail messages left on these holidays will be returned by 10:30 a.m. CST/CDT on the next business day. Toll free numbers for each MSC state will be published and distributed to all State and local agency staff.

Preparing to Contact the Help Desk

All callers to the Help Desk are expected to be prepared to work with Help Desk staff when they place a call. This would include having the relevant information to allow the Help Desk staff to triage the issue.

When reporting an incident, the Help Desk staff will ask the caller to provide the following information as required:

- Caller's name
- Clinic/Agency site name (required)
- Verification of location
- Verification of telephone number
- Call reference number (if following up on a prior call)
- Exact error message, if one exists
- Hardware manufacturer's name
- Description of the incident, including what steps they were performing when the issue was noticed

An incident will not officially be opened until all necessary information is collected.

Prioritization of Calls and Service Requests

Help Desk staff will answer all calls received through the main Help Desk toll-free number and requests submitted via e-mail. Calls to the Help Desk (Tier 1) will receive priority over requests submitted via e-mail. Staff will perform triage, solving easier problems quickly, and escalate more complex or time consuming issues to Tier 2 support staff as appropriate. Second level support staff will perform triage, solving intermediate issues, and escalate more complex of time consuming issues to Tier 3 support. Tier 3 support may work with Local Agency IT support and/or dispatch the designated on-site technical support subcontractor (New Hampshire only) to address some kinds of hardware/software, network maintenance and repair, and telecommunications issues.

In order to facilitate responsive service in times of high call volume, incoming Help Desk calls are assigned a priority based on the severity of the problem. These priorities are:

Priority 1

The clinic is not functioning in at least one of the major application areas (client services, printing checks/ vouchers, entering certifications, client in the clinic needing services, etc.)

Local agency staff should not use e-mail to submit a Priority 1 issue. Problems that prevent services from being provided to clients should be reported by calling the toll free number and speaking directly to a Help Desk staff or by leaving a voice-mail message.

RFP 5.2.8.1a – Priority 1 calls are categorized as a Class A Deficiency - (i) The Contractor shall have available on-call telephone assistance, with issue tracking available, during system operations 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.

Priority 2

One of the workstations is not functioning in at least one of the major application areas (client services, printing checks/vouchers, entering certifications, client in the clinic needing services, etc.)

RFP 5.2.8.1b – Priority 2 calls are categorized as a Class B Deficiency - MSC system users (local clinics or State Agency staff) shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action; The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.

Priority 3

All stations are functioning, but the application is not functioning per specifications. Priority 3 is assigned if the user is unsure how to complete a task or has a question regarding a process or task.

Users who have comments on the application(s) or business process or want to make recommendations to improve the process or application(s) should be directed to call the State Agency. Comments and recommendations submitted to the MSC Help Desk are logged into CustomerWise to be evaluated by the MSC.

Local agency staff should use e-mail only when submitting a low priority issue. Problems that prevent services from being provided to clients should be reported by calling the toll free number and speaking directly to a Help Desk staff or by leaving a voice-mail message.

RFP 5.2.8.1b – Priority 3 calls are categorized as a Class B Deficiency - MSC system users (local clinics or State Agency staff) shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action; The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.

Priority 4

An issue with a non-critical application is not functioning per specifications. Priority 4 is also assigned if the user is unsure how to complete a task or has a question regarding a process or task in a non-critical application.

RFP 5.2.8.1b – Priority 4 calls are categorized as a Class C Deficiency - MSC system users (local clinics or State Agency staff) shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action; The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.

Response Times

The goal of the Help Desk is to answer a minimum of 95% of all support calls within 15 seconds (4 rings). If all Help Desk staff are busy, calls will automatically rollover to Software Support Specialists (Tier-2 support). If all Software Support Technicians are busy, calls will be forwarded to voice-mail and callers will be instructed to provide their name, the nature of the problem, and a callback number. The voice-mail message instructs callers to stay on the line if they are experiencing an outage or problem preventing them from providing services to clients who are waiting.



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Reporting

CQuest will prepare and submit a Monthly Status Report to the MSC Project Manager or his/her designee that provides a description of Operation Services activities. The report also includes two sections that relate to Help Desk Support Services activities.

Help Desk Monthly Statistics – This section includes the following information:

- Number of calls in
- Average wait time
- Average call time
- Number of cases opened
- Number of cases closed

Summary of subcontractor on-site support (Applicable to NH Only)

- Service date
- Service Location
- Description of Services

Standard Coverage

CQuest will provide Help Desk coverage during the standard business hours except for days that are designated as Federal and/or State holidays (listed above in section titled *Help Desk Service Hours*).

Department	Description	Coverage Times
Operations	System operations, database administrators, infrastructure include file/print servers, and e-mail servers. During period of 8:00-9:00 a.m. EDT/EST for New Hampshire and 4:00 – 5:00pm for MST for ITCA, Operations staff are on immediate on-call from Helpdesk.	New Hampshire Monday – Friday 9:00 am – 6:00 pm EDT/EST or on an as negotiated basis Kansas Monday – Friday 8:00 am – 5:00 pm CDT/CST or on an as negotiated basis ITCA Monday – Friday 7:00 am – 4:00 pm MST or on an as negotiated basis



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Department	Description	Coverage Times
MSC application experts	Coverage by MSC WIC System application experts will be provided during the hours listed in the Coverage Times column for questions about application(s) functionality that Help Desk are unable to answer.	New Hampshire Monday – Friday 9:00 am – 5:30 pm EDT/EST or on an as negotiated basis Kansas Monday – Friday 8:00 am – 5:30 pm CDT/CST or on an as negotiated basis ITCA Monday – Friday 8:00 am – 5:30 pm MST or on an as negotiated basis
Remote technical support services. (NH Only)	Coverage will be provided during the MSC core business hours.	New Hampshire Monday – Friday 8:00 am – 5:00 pm EDT/EST
On-site technical support services (NH Only)	Coverage will be provided during the MSC core business hours.	New Hampshire Monday – Friday 8:00 am – 5:00 pm EDT/EST
Help Desk services	Coverage will be provided to answer phone calls, provide basic level support, triage problems, and route calls.	New Hampshire Monday – Friday 8:00 am – 8:00 pm EDT/EST Kansas Monday – Friday 7:00 am – 7:00 pm CDT/CST ITCA Monday – Friday 6:00 am – 6:00 pm MST



Performance Tracking and Reporting

CQuest agrees to maintain a level of service to the State Agency and WIC local agencies at the standards set forth below. Performance measurements set a target bar that CQuest will strive to attain. This bar is set with the expectation that the performance measurement target will not be met for every incident or request for service by the State Agency, but that CQuest staff will meet the expectation a certain percentage of the time for a given category measured as set forth in the following tables.

CQuest will include the performance tracking results in the Monthly Operation Reports as described in the tables below. CQuest and the State Agency will work cooperatively to create, update, and evaluate new and existing performance measures.

Statistical Reporting

Reports	Frequency Reported	Report Description
Help Desk (calls)	Monthly	Report provided to the State Agency on the following: <ul style="list-style-type: none"> • Coverage Hours • Number of Calls In • Average Speed of Answer • Number of Incidents Opened • Number of Incidents Closed • Number of calls by priority
Outages	Monthly	Report provided to a State Agency on critical outages.
Specialty Report	Monthly	Reports (ad hoc or data sets) specifically requested by a State Agency for the capture of data when a minimum two-week lead time is needed to provide the data.
Help Desk Annual Survey	Annually	Survey sent to the all WIC employees to help determine the quality of help desk support and the health of the MSC WIC System.
Help Desk Feedback Survey	Ongoing – results complied quarterly	Surveys completed by Local or State Agency personnel upon CQuest closing of a Help Desk incident. CQuest will strive to meet a benchmark of 80% or greater approval rating.



Responsibilities

This section of the Service Level Agreement defines the responsibilities for defined tasks and categories of service covered by this Service Level Agreement. Both parties understand and agree that their performance related to the responsibilities listed below is critical to achieving and maintaining high quality operations and maintenance support of the MSC WIC System.

Application Support

CQuest Responsibilities:

- Perform software development
- Perform technical project management and coordination
- Manage day-to-day technical application activity
- Manage any changes or modifications to the MSC WIC System software on production systems
- Document all changes made to the software in Release Notes
- Document and test any changes or modifications on a test server prior to placing the changes in a production environment
- Provide hosting tasks mutually agreed upon by CQuest and the MSC on the MSC WIC System
- MSC WIC System business and systems analysis
- MSC WIC System maintenance
- Maintain MSC WIC Training databases at current production release levels within one month of new release.

The MSC Responsibilities:

- Provide knowledgeable resources with whom developers and analysts may collaborate to obtain business information, rules, and goals
- Provide resources to support the Contract, including a Point of Contact (POC), stakeholders, and subject matter experts from a business perspective
- Approve and sign off on business requirements
- Provide resources to review and sign off on Contract deliverables
- Provide appropriate applications and testing staff during User Acceptance Testing process to complete tests within the scheduled window
- Prioritize Contract IT tasks by the allocation of resources provided in the budget
- Authorize invoices for payment upon approval for production, or when other agreed-upon acceptance criteria are met, if applicable



Infrastructure Software Support

CQuest Responsibilities:

- Document infrastructure software used by CQuest and at the CPS that relates to the MSC WIC System
- Apply patches as required per the manufacturer or as needed to meet the needs of the business
- Perform backups on data and restore on WIC systems hosted by CQuest.
- Notify the MSC's Project Manager of scheduled and unscheduled system outages and operational problems
- Provide support for all of CQuest's standard infrastructure software utilized for file and print server access, backup and recovery, anti-virus and SPAM control, software patch updates, remote access mechanisms, and appropriate Operating System setup, configuration, and file transfer services supporting WIC systems hosted by CQuest.
- Define specific needs based on MSC requirements such as:
 - File/print
 - Security
 - Messaging
 - Backup/recovery
 - Anti-virus
 - SPAM control
 - Patch management
 - Remote access
 - Operating System setup and configuration
 - FTP services

The MSC Responsibilities:

- Work with CQuest to approve scheduled down time and communicate to other Department and local agency staff
- Act as Point of Contact (MSC Project Manager) for CQuest during unscheduled outages
- Communicate unscheduled outages to appropriate State Agency and local agency staff
- Maintain and secure original versions of COTS-based system and application software (examples: MS Word or Excel) if any are used

Infrastructure Hardware Support (NH Only)

CQuest Responsibilities:

- Set up server hardware peripherals per CQuest standards
- Perform scheduled maintenance on server, peripheral, and network equipment – at least one a year
- Communicate critical outages to the MSC Project Manager or his/her designee.

The MSC Responsibilities:

- Approve scheduled outages and communicate to other State Agency departments and local agency staff
- Provide a Point of Contact (the MSC Project Manager or his/her designee) for CQuest during unscheduled outages



Reporting

CQuest Responsibilities:

- Provide standard metric and statistical reports for activity summarization and decision making in the following areas:
 - Help Desk incidents
 - Help Desk satisfaction metrics
 - Service requests
 - System changes
 - Outages
 - Special report requests (ad hoc reports)
 - Satisfaction survey

The MSC Responsibilities:

- Provide the resources responsible for review of required metric reporting
- Review and provide feedback on metrics provided

Database Management

CQuest Responsibilities:

- Install, create, modify, and maintain database structures and software as required by CQuest’s development team
- Provide resources for database management, support, and services for specified applications that require this service

The MSC Responsibilities:

- Work with CQuest staff to provide information on the MSC WIC System data needed

Security Services

CQuest Responsibilities:

- Provide a secure network environment for the MSC WIC System software, hardware, and data including:
 - Network intrusion
 - Physical security of equipment located in CQuest offices
 - User password
 - Application level security
- Provide safety and security solutions for data, such as encryption and masking of identifying information as recommended by the MSC

The MSC Responsibilities:

- Immediately report any suspicious IT activity to CQuest for joint follow-up
- When staff are terminated and/or reassigned, notify CQuest promptly so that access to the MSC WIC System, applications, user names and passwords can be disabled or deleted.
- The MSC reserves the right to request the reassignment of CQuest staff for security purposes.



Standards

CQuest Responsibilities:

- CQuest shall manage projects within cost constraints.

Joint CQuest/MS C Responsibilities:

- CQuest and the MSC management shall collaborate and ensure that IT systems are created and maintained in a manner that adheres to the MSC, State and federal statutes, and administrative rules and standards
- System documentation shall be updated and uploaded to the MSC SharePoint site as needed and made available for use by CQuest and the MSC
- When providing maintenance services, CQuest shall ensure that the software originally installed is operational when maintenance is completed, unless expressly directed otherwise by the MSC
- When providing upgrades, CQuest shall ensure that the proper version of software products not being updated are still operational, unless expressly directed otherwise by the MSC

Operations

CQuest Responsibilities:

- Review and/or make recommendations regarding system hardware and software upgrades
- Participate in developing implementation schedule for installation of hardware or system software releases, upgrades, and patches for both test and production servers
- Work with the MSC's Project Manager (POC) to determine scheduling, production control, output management, and Disaster Recovery needs
- Participate in MSC hardware/software upgrades by testing the MSC WIC System software prior to the upgrade being implemented to ensure proper System operation
- Proactively communicate modifications to systems impacting CQuest infrastructure
- Document and schedule changes or modifications to systems and applications

The MSC Responsibilities:

- Review recommendations and approve system hardware and software upgrades
- Participate in developing implementation schedules for installation of hardware or system software releases, upgrades, and patches for both test and production servers
- Participate in system hardware/software upgrades by testing the MSC WIC System applications prior to the completion of the upgrade to ensure proper System/application operation
- Review the schedule of maintenance outages and planned activities for each maintenance event and inform CQuest of any conflicts with production or usage schedules
- Notify the users of the MSC WIC System of scheduled and unscheduled outages, operational problems, and software/hardware upgrades
- Collaborate with CQuest's Senior Director of System Development and Software Support to determine job scheduling production control, output management, and Disaster Recovery needs.



**Task Order Management
Request & Initial Analysis**

General Information

MSC WIC System

Task Order Title: Automated Risk Factor Analysis Implementation
Task Order Number: 2015 - 02
Date Request Submitted: 12/14/2015
Task Order Originator: The Multi-State Consortium (MSC)

Reason for Task Order: New Regulation Enhancement Requested
 Change in Business Practice New Service Requested
 Other:

Priority Level: Urgent High Medium Low

Risk and Impact Assessment requested/required by MSC? Yes No

Section I

Task Order Request

Scope of Work

In follow up to the analysis and documentation work done under Task Order 2014 03, implement, test and deploy the automated high risk functionality defined by the MSC.

Deliverables

Deliverables for the **Automated Risk Factor Implementation** project are as follows:

1. Initial Implementation and Guided Review
2. Completed internal testing and Guided Review
3. UAT Support
4. Production Deployment

Assumptions

None

Customer assets available to assist in completion of this Task Order

Requirements: MSC Experts will serve as Unit Testers on the new functionality
Deliverable Acceptance: Sandi Fry

CQuest's Initials: *KS*
Date: *03/13/2015*



**Task Order Management
Request & Initial Analysis**

Section II

Initial Analysis/Estimated List of Tasks to be completed

Task Order	.Net Developer	Testing	PM	DBA	Total
153 Large for Gestational Age	18	6	4	1	\$3,502.00
211 Elevated Blood Levels	18	5	4	1	\$3,410.00
311 History of Preterm delivery (PG)	18	12	4	1	\$4,054.00
311 History of Preterm delivery (BF & PP)	18	8	4	1	\$3,686.00
312 History of low Birth Weight (PG)	18	16	4	1	\$4,422.00
312 History of low Birth Weight (BF PP)	10	10	4	1	\$2,846.00
321 History of Fetal or Neonatal Loss (PG)	8	12	4	1	\$2,774.00
321 History of Fetal or Neonatal Loss (BF PP)- Cancelled	0	0	0	0	\$0.00
334 Inadequate Prenatal Care (PG)	18	16	4	1	\$4,422.00
337 History of Large for Gestational Age Infant Birth(PG BF PP)	18	30	7	2	\$6,224.00
359 Recent Major Surgery Trauma, Burns (assign if C-section is indicated) (BF PP)	18	12	4	2	\$4,172.00
601 Breastfeeding Mother Of Infant at Nutritional Risk (BF)	18	12	4	2	\$4,172.00
701 Infant Up to 6 Month Old of WIC Mother or Woman Who Would Have Been Eligible During Pregnancy (I)	16	6	3	1	\$3,114.00
702 BF Infant of a Woman at Nutritional risk (I)	16	8	4	1	\$3,430.00
902 Woman or Primary Caregiver with Limited Ability to Make Feeding Decisions and / or Prepare Food (I C)	16	20	5	2	\$4,784.00
902 Woman or Primary Caregiver with Limited Ability to Make Feeding Decisions and / or Prepare Food (PG PP BF)	8	25	5	2	\$4,220.00
904 Environmental Tobacco Smoke Exposure (I C)	8	6	2	1	\$1,958.00
904 Environmental Tobacco Smoke Exposure (PG BF PP)	8	6	2	1	\$1,958.00
Project total	252	210	68	22	\$63,148.00

CQuest's Initials: ISO
Date: 03/13/2015



**Task Order Management
Request & Initial Analysis**

Tasks/Schedule

Task #	Tasks	Projected Schedule	Staff
Development			
1	Implement auto risk factor functionality for 153, 211, 311(PG), 311(BF/PP), 312(PG), 312(BF PP), 321(PG), 334(PG), 337(PG BF PP), 359(BF PP), 601(BF), 701, 702, 902(I C), 902(PG PP BF), 904(I C), 904(PG BF PP) From the table above. Said functionality will be implemented in accordance with the design and functional documentation from TO 2014-03. Development will occur using a SQL Server database.	April 1 - 15	Ken, Russ, and Dev X
2	Unit test auto risk factor functionality.	April 1 - 15	Ken, Russ, and Dev X
3	Guided presentation of new risk factor functionality	April 15	Ken
Internal Testing			
4	Internal testing of new risk factor functionality.	April 6 - 29	Richelle, Steve
5	Update test cases.	April 29	Richelle, Steve
6	Guided presentation of new risk factor functionality with no known errors.	April 29	Richelle, Steve
UAT			
7	Support UAT of new features during the UAT that will cover both SQL Server and the new risk factor features.	Oct 5 - Oct 15	Ken
Production Deployment			
8	Deploy new features to production in all states.	Oct 16 - Oct 31	Ken

CQuest's Initials: AK
Date: 07/13/2015



**Task Order Management
Request & Initial Analysis**

Deliverables to be completed

CQuest will submit four (4) invoices to the Payment Source indicated below. Any MSC program that is not listed in the Payment Source are not obligated, financially or otherwise, for this work if the designated program defaults on the following payment schedule:

Del #	Deliverable Description	Task #s	Invoice Amount	Due Date	Payment source
1	Initial Development Complete	1,2,3	\$32,256	4/20/2015	New Hampshire WIC Program
2	Internal Testing Complete	4,5,6	\$19,320	5/10/2015	New Hampshire WIC Program
3	UAT Support	7	\$8,976	10/20/2015	ITCA WIC Program
4	Production Deployment	8	\$2,596	11/10/2015	ITCA WIC Program
		Total	\$63,148.00		

See Deliverable List above in Section I.

Acceptance Criteria

Deliverable	Acceptance Criteria
1. Initial Development Complete	CQuest will submit a memo describing that Implementation is complete. The guided review of the Initial Implementation is complete.
2. Test Case Update Complete	CQuest will submit a memo describing that all known defects have been addressed. The guided review of the tested functionality is complete.
3. UAT Support	UAT is completed. Software is approved for production deployment.
4. Production Deployment	Deployment in all three MSC programs is complete.

Risk and Impact Assessment Start Date: N/A

Risk and Impact Assessment Finish Date: N/A

Staffing resources required to complete Risk and Impact Assessment: N/A

Estimated Hours needed to complete Risk and Impact Assessment: N/A

Estimate of MSC resources and hours required to complete Risk and Impact Assessment: N/A

Impact of completing Risk and Impact Assessment on other activities currently being addressed: N/A

Cost to MSC for CQuest to perform Risk and Impact Assessment: N/A

CQuest's Initials: ND
Date: 03/13/2015



**Task Order Management
Request & Initial Analysis**

Section III

MSC Review of the Initial Analysis

This section is completed by MSC Single Point of Contact.

- Proceed with the Task Order as described
- Proceed with and invoice for a Risk and Impact Assessment
- Request withdrawn

ITCA Approval

Authorized signature of ITCA to proceed as indicated in ITCA Review of the Initial Analysis.

Mundy Jassby
Authorized ITCA Signature

Date: 115115

Kansas Approval

Authorized signature of Kansas to proceed as indicated in Kansas Review of the Initial Analysis.

Jaine Thomas
Authorized Kansas Signature

Date: 116115

New Hampshire Approval

Authorized signature of New Hampshire to proceed as indicated in New Hampshire Review of the Initial Analysis.

Maya Murphy
Authorized New Hampshire Signature

Date: 117115

Approved by CQuest

Authorized signature of CQuest to proceed as indicated in the MSC Review of the Initial Analysis.

AK Dew
Authorized CQuest Signature

Date: 11512015

CQuest's Initials: AK
Date: 03/13/2015



**Task Order Management
Request & Initial Analysis**

General Information

MSC WIC System

Task Order Title: Portal Announcements
Task Order Number: 2015 - 03
Date Request Submitted: 12/14/2015
Task Order Originator: The Multi-State Consortium (MSC)

Reason for Task Order: **New Regulation** **Enhancement Requested**
 Change in Business Practice **New Service Requested**
 Other:

Priority Level: **Urgent** **High** **Medium** **Low**

Risk and Impact Assessment requested/required by MSC? **Yes** **No**

Section I

Task Order Request

Scope of Work

Modify the Vendor and Client Portals to include an announcement area. The announcement functionality will allow state staff to create and manage announcements that post to the WEB Portals. Utility screens will be created to allow state staff to add, update, and delete announcements that display on the portals. Vendor Portal announcements will be managed using a new utility in the Vendor Management application. Client Portal announcements will be managed using a new utility in the Central Office Utilities application.

Deliverables

Deliverables for the **Portal Announcements** project are as follows:

1. Analysis and Design
2. Initial Development and Unit Testing
3. Internal Testing
4. UAT Support
5. Production Deployment of modified portals
6. Production Deployment of new utilities

Assumptions

None

CQuest's Initials: *ASD*
Date: 03/13/2015



**Task Order Management
Request & Initial Analysis**

Customer assets available to assist in completion of this Task Order

Requirements: Select MSC Experts will serve as a design team and contribute to the functional definition and look and feel of the announcements sections.
Deliverable Acceptance: Sandi Fry

Section II

Task List and proposes schedule and resources

Task	Task / Task Description	Schedule / Staff
Analysis and Design		
1	<p>High Level Description</p> <p>A business analyst will work with Sandi Fry to create a user expert team to participate in the web portal announcement design and design acceptance processes.</p> <p>The business analyst will meet with MSC WIC System experts; review requirements; and, with the help of the experts, create, model, and describe a high level design on how the portal announcement pages will look, function, and operate.</p>	<p>April 1th – 7th</p> <p>Business Analyst: Richelle/Steve</p>
2	<p>Guided Walk through</p> <p>The business analysis will convene a meeting for the user expert team and conduct a guided review of the High Level design document for the web portal announcement pages. The business analyst will also serve as meeting scribe, recoding decisions, concerns, and suggestions for improvements.</p>	<p>April 8th</p> <p>Business Analyst: Richelle/Steve</p>
3	<p>Detail Level Description with paper prototypes</p> <p>The business analyst will meet with Sandi Fry to review the notes from the meeting. Sandi Fry will direct which design suggestions are to be incorporated into the final design. The business analyst will create a detailed functional design documents with accompanying paper prototypes to aid the user group in visualizing the new portal announcement functionality.</p>	<p>April 9nd – April 24th</p> <p>Business Analyst: Richelle/Steve</p>
4	<p>Portal Fun-Specs</p> <p>The business analyst will create functional specifications for the new portal announcement functionality</p>	<p>April 24th – May 1st</p> <p>Business Analyst: Richelle/Steve</p>

CQuest's Initials: MF
Date: 03/13/2015



**Task Order Management
Request & Initial Analysis**

5	<p>Test Cases</p> <p>The business analyst will create/update test cases and scripts for the new portal announcement functionality.</p>	<p>May 4th – May 8th</p> <p>Business Analyst: Richelle/Steve</p>
Initial Development		
6	<p>The existing portals will be modified to include the new announcement sections.</p>	<p>May 11th – May 20th</p> <p>Developer: Russ</p>
7	<p>The Vendor Management application will be modified to include a new utility for managing the announcements on the Vendor Portal.</p>	<p>May 20th – May 22nd</p> <p>Developer: Russ</p>
8	<p>The Central Office Utilities application will be modified to include a new utility for managing the announcements on the Client Portal.</p>	<p>May 20th – May 22nd</p> <p>Developer: Russ</p>
Testing		
9	<p>Portal announcement and utility testing</p>	<p>May 14th – May 25th</p> <p>Tester: New Tester</p>
UAT Support		
10	<p>Guided UAT of announcements and utilities.</p>	<p>May 27th</p> <p>Business Analyst: Richelle/Steve</p>
Production Deployment of Portals		
11	<p>Deploy portals to production</p>	<p>May 28th – May 29th</p> <p>Developer: Russ</p>
Production Deployment of Utilities		
12	<p>Guided UAT of announcements and utilities.</p> <p>The utilities will be deployed with the SQL Server ready releases of the Vendor Management and Central Office Utilities applications.</p>	<p>Oct 16th – Oct 31st</p> <p>Developer: Russ</p>

CQuest's Initials: RS
Date: 03/13/2015



**Task Order Management
Request & Initial Analysis**

Deliverables to be completed

CQuest will submit six (6) invoices to the Payment Source indicated below. Any MSC program that is not listed in the Payment Source are not obligated, financially or otherwise, for this work if the designated program defaults on the following payment schedule:

Del #	Deliverable Description	Task #s	Invoice Amount	Due Date	Payment source
1	Analysis and Design	1,2,3, 4, 5	\$3,180	5/15/2015	New Hampshire WIC Program
1	Analysis and Design	1,2,3, 4, 5	\$29,558	5/15/2015	Kansas WIC Program
2	Initial Development	6, 7, 8	\$10,240	6/10/2015	Kansas WIC Program
3	Testing	9	\$7,360	6/12/2015	Kansas WIC Program
4	Guided UAT of announcements and utilities.	10	\$1,408	6/15/2015	Kansas WIC Program
5	Production Deployment of portals	11	\$1,408	7/31/2015	Kansas WIC Program
6	Production Deployment of Utilities	12	\$1,408	11/10/2015	Kansas WIC Program
	Total		\$54,562		

Acceptance Criteria

Deliverable	Acceptance Criteria
1. Analysis and Design	Design is complete. Analysis documents have been accepted. Design walk through is complete. Functional specifications have been created and updated.
2. Initial Development	Initial Development has been completed and demonstrated to Sandi Fry.
3. Testing.	Testing has removed all known defects. The guided UAT encounters no defects.
4. UAT	Guided UAT has been completed. Software is approved for production deployment.
5. Production Deployment of portals	Portals are in production. A QA pass shows that there are no defects.
6. Production Deployment of Utilities	Portal utilities are in production. A QA pass shows that there are no defects.

Risk and Impact Assessment Start Date: N/A

Risk and Impact Assessment Finish Date: N/A

Staffing resources required to complete Risk and Impact Assessment: N/A

Estimated Hours needed to complete Risk and Impact Assessment: N/A

CQuest's Initials: *M*
Date: 03/13/2015



**Task Order Management
Request & Initial Analysis**

Estimate of MSC resources and hours required to complete Risk and Impact Assessment: N/A

Impact of completing Risk and Impact Assessment on other activities currently being addressed: N/A

Cost to MSC for CQuest to perform Risk and Impact Assessment: N/A

Section III

MSC Review of the Initial Analysis

This section is completed by MSC Single Point of Contact.

- Proceed with the Task Order as described
- Proceed with and Invoice for a Risk and Impact Assessment
- Request withdrawn

ITCA Approval

Authorized signature of ITCA to proceed as indicated in ITCA Review of the Initial Analysis.

Mindy Josselyn
Authorized ITCA Signature

Date: 11 5 15

Kansas Approval

Authorized signature of Kansas to proceed as indicated in Kansas Review of the Initial Analysis.

David Thompson
Authorized Kansas Signature

Date: 11 6 15

New Hampshire Approval

Authorized signature of New Hampshire to proceed as indicated in New Hampshire Review of the Initial Analysis.

Margaret Murphy
Authorized New Hampshire Signature

Date: 11 7 15

Approved by CQuest

Authorized signature of CQuest to proceed as indicated in the MSC Review of the Initial Analysis.

[Signature]
Authorized CQuest Signature

Date: 11 5 12015

CQuest's Initials: [Signature]
Date: 03/13/2015

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 CQuest America, Inc., a(n) Illinois nonprofit corporation, registered to do business in New Hampshire on August 22, 2007. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of April, A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

(WITHOUT SEAL)

I, Bruce Johnson, of CQuest America Inc. do hereby certify that:

1. I am the duly elected Chair of CQuest America Inc. Board of Directors.
2. The following is a true copy of Article Five-Section 7 of the CQuest America Inc. Bylaws duly adopted at a meeting of the Board of Directors of the corporation duly held on July 20, 2012;

Section 7 – The President/Chief Executive Officer

The President/Chief Executive Officer shall have the general and active management of the business of the corporation. He/She shall see that all orders and resolutions of the Board of Directors are carried into effect and he/she, with the secretary or other officer appointed by the Board for the purpose, shall sign all documents requiring the signature of the officers of the corporation. He/She shall be one of the officers who may sign the checks or drafts of the corporation and see that all books, reports and certificates as required by law are properly kept or filed.

3. H. Kevin Davis is duly elected President and Chief Executive Officer of CQuest America Inc.
4. The foregoing Article and Section of the Bylaws has not been amended or revoked and remain in full force and effect as of March 13, 2015.

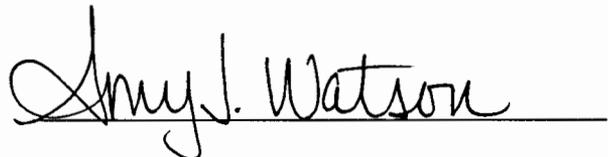
IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the Board of Directors of this corporation this 13th day of March 2015.



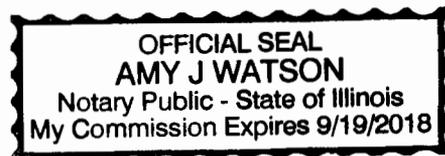
Chair of the Board of Directors

STATE OF ILLINOIS
COUNTY OF SANGAMON

The foregoing instrument was acknowledged before me this 13th day of March 2015, by Bruce Johnson.



Notary Public/Justice of the Peace
My Commission Expires



ES
SK

23 1407



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4546 1-800-852-3345 Ext. 4546
Fax: 603-271-4779 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

August 8, 2014

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

Retroactive

REQUESTED ACTION

100% federal funds

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into an agreement with CQuest America, Inc., (Vendor # 168898-B001) 500 S. 9th Street, Springfield, IL, 62701 in an amount not to exceed \$3,546,542, to provide Operations and Maintenance Services for the New Hampshire Women, Infants, and Children Program's Management Information System to be effective **retroactive** to August 1, 2014 through June 30, 2022.

Funds are available in the following account for SFY 2015, and are anticipated to be available in SFY 2016, SFY 2017, SFY 2018, SFY 2019, SFY 2020, SFY 2021, and SFY 2022 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 15	102-500731	Contracts for Prog Svc	90006015	\$436,680
SFY 16	102-500731	Contracts for Prog Svc	90006015	\$436,680
SFY 17	102-500731	Contracts for Prog Svc	90006015	\$436,680
SFY 18	102-500731	Contracts for Prog Svc	90006015	\$436,680
SFY 19	102-500731	Contracts for Prog Svc	90006015	\$436,680
SFY 20	102-500731	Contracts for Prog Svc	90006015	\$445,413
SFY 21	102-500731	Contracts for Prog Svc	90006015	\$454,322
SFY 22	102-500731	Contracts for Prog Svc	90006015	\$463,407
			Total	\$3,546,542

EXPLANATION

Retroactive approval is requested in order for NH to meet the United State Department of Agriculture's approved start date of August 1, 2014. This is a multi-state initiative for the Women, Infants, and Children Programs of New Hampshire, Kansas and the Inter Tribal Council of Arizona. The three states use the same integrated management information and therefore collaborated on a single solicitation for one contactor to provide Operations, Maintenance and Hosting Services for the system. Working through three different procurement and contracting units was a complex process with unforeseen delays.

Funds in this agreement will be used for the operations, maintenance and hosting of the New Hampshire Women, Infants, and Children StarLINC Management Information System. Having an automated benefits management system is a Federal requirement.

The Healthy Eating and Physical Activity Section administers the USDA Special Supplemental Nutrition Program for Women, Infants and Children serving more than 15,000 consumers. The Program uses an integrated benefits management system called StarLINC. This automated system is used to determine client financial eligibility and nutritional needs both for nutrition education and supplemental foods. The system issues paper food vouchers that participants redeem at the grocery store. StarLINC interfaces directly with the State's accounting system, enabling online payments to grocery stores. The StarLINC system allows the program to quickly identify duplicate clients, suspended clients, and identify fraudulent requests for payment for grocery stores, while maximizing the efficiency of the processing of food vouchers for payment.

Should Governor and Council determine to not authorize this retroactive request as of August 1, 2014, the State would not be in compliance with Federal regulations and could not operate the Special Supplemental Nutrition Program for Women, Infants and Children Program.

The State of Kansas released a Request for Proposal for the "*Operations and Maintenance of WIC MIS for the Multi-State WIC Consortium: State of Kansas Department of Health and Environment, New Hampshire Department of Health and Human Services and the Inter Tribal Council of Arizona*" in accordance with their procurement rules and regulations on December 23, 2013. A link to the RFP was posted on the State of NH Department of Health and Human Services website on January 7, 2014.

One proposal was received in response to the Request for Proposals. The proposal review committee was representative of the three states and had Women, Infants, and Children Program and Department of Information Technology staff. A summary of this review process is attached

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to extend for seven (7) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures will be used to measure the effectiveness of the agreement:

- Timeliness in modification of federally regulated and food industry mandated changes.
- Assurance of appropriate daily maintenance of StarLINC system.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
August 8, 2014
Page 3

Area served: Statewide.

Source of Funds: 100% Federal Funds from the United States Department of Agriculture,
CFDA # 10.557, and Federal Award Identification Number (FAIN) 14144NH703W1003.

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

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

Contract 2014-017 – Operation and Maintenance Services of the NH Women, Infants and Children Management Information System

The State of Kansas released a Request for Proposal for the “Operations and Maintenance of WIC MIS for the Multi-State WIC Consortium: State of Kansas Department of Health and Environment, New Hampshire Department of Health and Human Services and the Inter Tribal Council of Arizona” in accordance with their procurement rules and regulations on December 23, 2013. A link to the RFP was posted on the State of NH Department of Health and Human Services website on January 7, 2014.

In accordance with the State of Kansas Consortium based Procurement Procedures, Representatives from the State of Kansas, the State of New Hampshire and ITCA evaluated the proposal for compliance with the RFP and ability to provide the services requested.

Members of the review panel were:

State of NH

Margaret Murphy, Administrator, Healthy Eating & Physical Activity Section

Leslie Mason, DOIT Contracts Manager

Martha Wells, Business Systems Analyst I

Gerald Bardsley, Business System Analyst I

Inter Tribal Council of Arizona

Mindy Jossefides, Director, WIC Program

State of Kansas

David Thomason, Director, Nutrition and WIC Services

Kelly Williams, Deputy Chief Information Officer

Sandi Fry, IT Project Manager

Randy Volz, Program Analyst

KDHE Fiscal Management

Kelly Chilson, Director, Fiscal Management

The MSC received one response to the RFP.

The panel held several meetings and a conference call with the vendor. After receiving clarification from the vendor on some of their responses the review committee concluded that the vendor met the requirements of the RFP and could provide all requested services.

The unanimous approval of this vendor by the review panel was sent to the Kansas Procurement Negotiation Committee (PNC) and they awarded the bid to CQuest America, Inc.



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

Peter C. Hastings
Commissioner

July 28, 2014

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

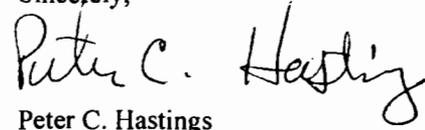
Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with CQuest America, Inc. as described below and referenced as DoIT No. 2014-017.

The purpose of this contract is to provide technical services for hosting, operations, software maintenance, technical support services, and software enhancements to the StarLINC System, currently used by the State of New Hampshire DHHS Women, Infants, and Children (WIC) Program. The funding amount is \$3,546,542, and the contract term is from August 1, 2014 through June 30, 2022, with 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.

Sincerely,


Peter C. Hastings

PCH/ltn
RFP 2014-017

cc: Margaret Murphy, DHHS
Leslie Mason, DoIT

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OPERATIONS AND MAINTENANCE SERVICES OF THE NH WOMEN, INFANTS, AND CHILDREN MANAGEMENT
INFORMATION SYSTEM
CONTRACT 2014-017
AGREEMENT- PART 1**

Subject: Operations and Maintenance Services of the NH Women, Infants, and Children Management Information System

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 CQuest America, Inc.		1.4 Contractor Address 500 South 9 th Street Springfield, Illinois, 62701	
1.5 Contractor Phone 217-541-7387	1.6 Account Number 05-95-90-902010-5260-102-500731	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$3,546,542
1.9 Contracting Officer for State Agency Brook Dupee, Bureau Chief <i>Brook Dupee</i>		1.10 State Agency Telephone Number 603-271-4483	
1.11 Contractor Signature <i>[Signature]</i>		1.12 Name and Title of Contractor Signatory H. Kevin Davis, President & CEO	
1.13 Acknowledgement: State of Illinois, County of <u>SANGAMON</u> On <u>8/5/2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Karen Hardy</i>		1.13.2 Name and Title of Notary or Justice of the Peace Karen Hardy	
[Seal] 			
1.14 State Agency Signature <i>[Signature]</i>		1.15 Name and Title of State Agency Signatory Brook Dupee, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> Megan A. Yapple On: <u>8/20/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

[Signature]
08/05/2014

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement

those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of

termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer


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identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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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 Reviews.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Acceptance Plan	The Acceptance Plan provided by CQuest 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, the System, or Contract Deliverables.
Access Control	Supports the management of permissions for logging onto a computer or network.
Agreement	A contract duly executed and legally binding.
Applied Hours	An hour of direct labor capable of exact quantitative measurement performed by IT personnel engaged in creating and/or regulating the technical activities of the contract.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system.
Bidder	Any person, corporation, or partnership who chooses to submit a proposal.
Bug	An error, flaw, mistake, failure, or fault in a computer program that prevents it from behaving as intended (e.g., producing an incorrect result).
CCP	Change Control Procedures.
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.
CR	Change Request.

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Certification	CQuest’s written declaration with full supporting and written Documentation (including without limitation test results as applicable) that CQuest has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Committee Report	A report prepared by the Procurement Manager and the Procurement Negotiating Committee for submission to the Director of Purchases for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.
Committee	The Procurement Negotiating Committee.
Confidential Information	Information required to be kept confidential from unauthorized disclosure.
Contract	This Agreement between the State of New Hampshire and CQuest, which creates binding obligations for each party to perform as specified in the Contract Documents.
CQuest	CQuest America, Inc.
Data	State’s records, files, forms, data and other documents or information, in either electronic or paper form, that will be used /converted by CQuest during the Contract Term.
DBA	Database Administrator.
Deficiencies/Defects	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not materially conforming to its Specifications.</p> <p>Class A Deficiency –</p> <ul style="list-style-type: none">(i) Software - Critical, does not allow the System to operate, no work around, demands immediate action;(ii) Written Documentation - missing significant portions of information or unintelligible to the State;(i) Non Software - Services were inadequate and require re-performance of the Service. <p>Class B Deficiency –</p> <ul style="list-style-type: none">(ii) Software - important, does not stop operation and/or there is a work around and user can perform tasks;(iii) Written Documentation - portions of information are missing but not enough to make the document unintelligible;(iii) Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.

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Class C Deficiency –

- (i) Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System;
- (ii) Written Documentation - minimal changes required and of minor editing nature;
- (iii) 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 CQuest to the State or under the terms of a Contract requirement.
Department	An agency of the State.
Desirable	The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.
Determination	Means the written documentation of a decision of a Procurement Manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
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 August 1, 2014.
Encryption	Supports the encoding 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.
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.
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 CQuest's cost experience in performing the Contract.
Finalist	A bidder who meets all the mandatory specifications of the Request for Proposals (RFP) and whose score on evaluation factors is sufficiently high to qualify that bidder for further consideration by the Procurement Negotiating Committee.

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FNS	The Food and Nutrition Services, part of the US Department of Agriculture.
Governor and Executive Council	The New Hampshire Governor and Executive Council.
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.
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization.
Integration	Defined as a seamless sharing of client data (from the system user's perspective), through a common user interface.
Intrusion Detection	Supports the detection of illegal entrance into a computer system.
Key Project Staff	Personnel identified by the State and by CQuest as essential to work on the Project.
Maintenance	Defined as the normal day-to-day system processing operations. Maintenance includes; but, is not limited to, operating the StarLINC software within the hosted environment and correcting system errors to meet specifications.
MIS	Management Information System.
Modification	Defined as a request for a change to an existing specification in the system based upon USDA recommendations, requirements and regulations, guidelines and mandates. Once a modification has been completed and approved by the MSC, its' continued monitoring falls under the auspices of maintenance.
MSC	Multi-State WIC Consortium which includes New Hampshire (NH), Kansas (KS), and the Inter Tribal Council of Arizona (ITCA).
Normal Business Hours	As mutually agreed upon and documented in the Service Level Agreement (SLA).
Open Data Formats	A data format based on an underlying Open Standard.

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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.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
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.
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 CQuest'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 CQuest to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and CQuest'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).
Procurement Negotiating Committee	(PNC) means a body appointed by Kansas Department of Health & Environment management to perform the evaluation of offer or proposals and negotiate the contract pursuant to 17300-EVT0002842.
Proposal	The submission from a vendor in response to the Request for a Proposal or Statement of Work.
Purchase Order	The document which directs CQuest to deliver items of tangible personal property or services pursuant to an existing contract.
Review	The process of reviewing Deliverables for Acceptance.

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Review Period	The period set for review of a Deliverable as mutually agreed upon and documented in the Acceptance Plan.
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 CQuest and the State specifying the level of Service that is expected of, and provided by, CQuest during the term of the Contract.
Services	The work or labor to be performed by CQuest on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by CQuest under the Contract.
Software Deliverables	COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
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 Department of Health and Human Services 129 Pleasant Street Concord, NH 03301 Reference to the term "State" shall include applicable agencies.
State Confidential Information	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. http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-mrg.htm

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State Data	Any information contained within State systems in electronic or paper format.
State Project Leader	State's representative with regard to Project oversight.
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, CQuest, which is performing Services under this Contract under a separate Contract with or on behalf of CQuest.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
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.
Transition Services	Services and support provided when CQuest is supporting System changes.
UAT	User Acceptance Test.
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.
CQuest/ Contracted CQuest	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.
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.

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Verification	Supports the confirmation of authority to enter a computer system, application, or network.
Warranty Period	A period of coverage during which CQuest is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by CQuest during the Warranty Period.
Work Hours	CQuest personnel assigned to this Contract shall work the business hours as mutually agreed upon and documented in the Service Level Agreement.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by CQuest either in paper or electronic format.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through Department of Health and Human Services (“DHHS” or “NH”), and CQuest America, Inc. (“CQuest”), having its principal place of business at 500 S. 9th Street, Springfield, IL 62701.

The contractor shall provide hosting, operations, software maintenance, technical support services, and software enhancements for StarLINC, the Management Information System (“MIS”) operated by the Women, Infants and Children (WIC) program.

RECITALS

The State desires to have CQuest provide hosting, operations and maintenance services for New Hampshire DHHS, Women, Infants and Children Program’s MIS as a member of the Multi-State WIC Consortium.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

This Contract is comprised of the following documents (Contract Documents):

- A. Part 1 –State of New Hampshire Contract 2014-017 Agreement, General Provisions as contained in the Form P-37
- B. Part 2 – State of New Hampshire Contract 2014-017 Agreement
- C. Part 3 – State of New Hampshire Contract 2014-017 Consolidated Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price and Payment Schedule
 - Exhibit C- Special Provisions
 - Exhibit D- Administrative Services
 - Exhibit E- Implementation Services (Not Used)
 - Exhibit E-1 Security and Infrastructure
 - Exhibit F- Testing Services
 - Exhibit G- Hosting, Maintenance and Support Services
 - Exhibit H- Requirements Response
 - Exhibit I- Service Level Agreement by Reference
 - Exhibit J- Software License
 - Exhibit K- Warranties and Warranty Services
 - Exhibit L- Training Services (Not Used)
 - Exhibit M- The Multi-State WIC Consortium RFP with Amendments, by Reference
 - Exhibit N- Vendor Proposal, by Reference
 - Exhibit O- Special Exhibits, Attachments, and Certifications

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- D.** RFP 17300-EVT0002842 (Kansas) Operations and Maintenance of WIC MIS for the Multi-State Consortium (MSC), dated December 23, 2013 including the following documents:
1. State of Kansas Event Details
 2. NH P-37
 3. Section 5 - Specifications
 4. Attachment E – Response Requirements
 5. Attachment F – Federal Clauses
 6. Amendment 1 – KDHE Response to Questions
 7. Amendment 2 – KDHE Extension of Due Date
- E.** CQuest’s Proposal, dated February 4, 2014 including the following documents:
1. CQuest’s Cost Proposal dated February 4, 2014
 2. CQuest’s Response to the MSC’s Attachment E – Response Requirements
 3. Appendix A – Operations Reports
 4. Appendix B – Test Cases
 5. Appendix C – Acceptance Plans
 6. Appendix D – Draft MSC Service Level Agreement
- F.** CQuest’s Best and Final Offer Documents including:
1. CQuest’s Cost Proposal Dated April 16, 2014
 2. CQuest’s Response to Questions dated April 16, 2014
 3. CQuest’s Response to OWASP Question dated April 24, 2014

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. The State of New Hampshire Terms and Conditions, Form P-37 Contract Agreement - Part 1
- b. State of New Hampshire, Department of Health and Human Services Contract Agreement - Part 2
- c. State of New Hampshire, Department of Health and Human Services Contract Agreement - Part 3
- d. RFP 17300-EVT0002842 (Kansas) Operations and Maintenance of WIC MIS for the Multi-State Consortium (MSC), dated December 23, 2013; then
- e. CQuest’s Best and Final document, dated April 24, 2014
- f. CQuest’s Best and Final Cost Proposal and Response to Questions document, dated April 16, 2014
- g. CQuest’s Proposal, dated February 4, 2014.

1.3 Contract Term

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, August 1, 2014 (“Effective Date”).

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The Contract shall begin on August 1, 2014 and extend through June 30, 2022.

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

Time is of the essence in the performance of CQuest's obligations under the Contract.

2. COMPENSATION

2.1 Contract Price

The Contract price, method of payment, and terms of payment are identified and more particularly described in Contract Exhibit B: *Price and Payment Schedule*.

2.2 Non-Exclusive, NOT TO EXCEED Contract

This is a Non-Exclusive, Not to Exceed (NTE) Contract with price and term limitations as set forth in the Contract.

The State reserves the right, at its discretion, to retain other Contractors 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. CQuest shall not be responsible for any delay, act, or omission of such other Contractors, except that CQuest shall be responsible for any delay, act, or omission of the other Contractors if such delay, act, or omission is caused by or due to the fault of CQuest.

3. CONTRACT MANAGEMENT

The Project will require the coordinated efforts of a Project Team consisting of both CQuest and State personnel. CQuest shall provide all necessary resources to perform its obligations under the Contract. CQuest shall be responsible for managing the Project to its successful completion.

3.1 CQuest's Contract Manager

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

Kevin Davis
President & CEO
500 S. 9th Street
Springfield, IL 62701
Tel: (217) 528-8264
Fax: (217) 541-7461
Email: KDavis@CQuest.us

3.2 CQuest's Project Manager

3.2.1 Contract Project Manager

CQuest shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. CQuest's selection of the CQuest Project Manager shall be subject to the prior written approval of the State. The State's

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approval process may include, without limitation, at the State's discretion, review of the proposed CQuest Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of CQuest's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

3.2.2 CQuest's Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as CQuest's representative for all administrative and management matters. CQuest's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in the Contract. CQuest's Project Manager or his/her designee must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State. CQuest's Project Manager must work diligently and use his/ her best efforts on the Project.

3.2.3 CQuest shall not change its assignment of CQuest's Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of CQuest's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than CQuest's Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be subject to reference and background checks described above in Contract Agreement Part 2, Section 3.2.1: *Contract Project Manager*, and in Contract Agreement Part 2, Section 3.6: *Reference and Background Checks*, below. CQuest shall assign an acting CQuest Project Manager within ten (10) business days of the departure of the prior CQuest Project Manager to provide competent Project Management Services until a qualified replacement can be secured.

3.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare CQuest in default and pursue its remedies at law and in equity, if CQuest fails to assign a CQuest Project Manager meeting the requirements and terms of the Contract.

3.2.5 The Contracted CQuest Project Manager is:
William Roth
Project Manager
500 S. 9th Street
Springfield, IL 62701
(217) 528-8264
(217) 541-7461
Email: wroth@cquest.us

3.3 CQuest Key Project Staff

3.3.1 CQuest shall assign Key Project Staff who meet the requirements of the Contract, meeting the requirements set forth in Exhibit H. The State may conduct reference and background checks on CQuest Key Project Staff. The State reserves the right to require removal or reassignment of CQuest's Key Project Staff who are found unacceptable to the State. Any background

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checks shall be performed in accordance with the Contract Agreement Section 4.10: *Background Checks.*

3.3.2 CQuest shall not change any Contracted CQuest Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of CQuest Key Project Staff will not be unreasonably withheld. The replacement CQuest Key Project Staff shall have comparable or greater skills than CQuest Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in **Exhibit H and be subject to reference and background checks described in Contract Agreement-Part 2, Section 3.6: Reference and Background Checks,**

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

3.3.3.1 CQuest Key Project Staff shall consist of the following individuals in the roles identified below:

CQuest’s Key Project Staff:

Name	Key Staff	Function/Job Title	Full or Part Time
William Roth	✓	Project Manager	Full Time
Erik Fenstermaker	✓	Senior Network Analyst	Part Time
Beth Munn	✓	DBA/DA	Full Time
Becky Trinkle	✓	Quality Assurance Specialist	Full Time
Don Finch	✓	Technical Writer	Full Time
Sonthana Thongsithavong	✓	Help Desk Lead	Part Time

3.4 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:

Margaret Murphy, WIC State Director
DHHS, Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
Tel: (603) 271-4545
Fax: (603) 271-4779
Email: mmurphy@dhhs.state.nh.us

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3.5 State Project Manager

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

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

The State Project Manager is:
Margaret Murphy, WIC State Director
DHHS, Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
Tel: (603) 271-4545
Fax: (603) 271-4779
Email: mmurphy@dhhs.state.nh.us

3.6 Background Checks

The State may, at its sole expense, conduct reference and background screening of the CQuest Project Manager and CQuest Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement, Part 2-Section 11: *Use of State's Information, Confidentiality*.

4. DELIVERABLES

4.1 CQuest Responsibilities

CQuest 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.

CQuest may subcontract Services subject to the provisions of the Contract. 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. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

4.2 Deliverables and Services

CQuest 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*.

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Upon its submission of a Deliverable or Service, CQuest represents that it has performed its obligations under the Contract associated with the Deliverable or Service.

4.3 Non-Software and Written Deliverables Review and Acceptance

After receiving written Certification from CQuest 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 specifications outlined in the contract. The State will notify CQuest in writing of its Acceptance or rejection of the Deliverable within five (5) business days or as mutually agreed upon in the Acceptance Plan. If the State rejects the Deliverable, the State shall notify CQuest of the nature and class of the Deficiency and CQuest shall correct the Deficiency within the period identified in the final Service Level Agreement and any subsequent modifications. If no period for CQuest's correction of the Deliverable is identified, CQuest 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 CQuest of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If CQuest fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require CQuest to continue until the Deficiency is corrected, or immediately terminate the Contract, declare CQuest in default, and pursue its remedies at law and in equity. Upon mutual agreement this timeframe may be modified.

4.4 System/Software Testing and Acceptance

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Part 3, Exhibit F: *Testing Services*

4.5 Security

The State must ensure that appropriate levels of security are implemented and maintained by CQuest in order to protect the integrity and reliability of its information technology resources, information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems, and Data.

IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures, and controls covering such areas as identification, authentication, and non-repudiation.

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. See *Contract Agreement –Part 3, Exhibit F: Testing Services* for detailed information on requirements for Security testing.

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5. SOFTWARE

As applicable, all original software and software code and related intellectual property developed or created by CQuest in the performance of its obligations under this Contract or any Task Order issued under this Contract, shall become the sole property of the Multi-State WIC Consortium and its members. CQuest will surrender all original written materials, including any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, used to develop this software or software code and related intellectual property to the state entity for which it was developed.

6. WARRANTY

CQuest shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Part 3, Exhibit K: *Warranty and Warranty Services*.

7. SERVICES

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

7.1 Administrative Services

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

7.2 Testing Services

CQuest shall perform testing Services for the State set forth in the Contract, and particularly described in Part 3, Exhibit F: *Testing Services*.

7.3 Maintenance and Support Services

CQuest shall provide the State with Hosting, Maintenance, and Support Services for the Software set forth in the Contract, and particularly described in Part 3, Exhibit G: *Hosting, Maintenance, and Support Services*.

8. SERVICE LEVEL AGREEMENT (SLA)

CQuest will work with the State to draft a Service Level Agreement (“SLA”) that shall include, without limitation, a detailed description of the services, priorities, roles, and responsibilities. The SLA will document the level of service for each area of service scope such as: Operations Services, Maintenance Services, Help Desk Services, Disaster Recovery procedures, reporting, and the responsibilities of CQuest and the State.

The initial SLA shall be developed and mutually agreed upon. CQuest shall review and update the SLA annually, as necessary. Any such updates to the SLA must be approved by the State and Contractor in writing, prior to final incorporation into Contract Exhibit I: Service Level Agreement.

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The updated Contract Exhibit I: Service Level Agreement, as approved by the State, is incorporated herein by reference.

9. TASK ORDERS

The State may make changes or revisions at any time by written Task Order using the process described in the Multi-State WIC Consortium (MSC) RFP Attachment E Sections 5.4.1, 5.4.2, 5.4.3. The State originated changes or revisions shall be approved by the Department of Information Technology. CQuest shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the SLA.

CQuest may request a change within the scope of the Contract by written Task Order, identifying any impact on cost, the Schedule, or the SLA. The State shall attempt to respond to CQuest's requested Task Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must approve all Task Orders in writing. The State shall be deemed to have rejected the Task Order if the parties are unable to reach an agreement in writing.

All Task Order requests from CQuest to the State, and the State acceptance of CQuest's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Task Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

10. INTELLECTUAL PROPERTY

As applicable, all original software and software code and related intellectual property developed or created by CQuest in the performance of its obligations under this Contract or any Task Order issued under this Contract, shall become the sole property of the Multi-State WIC Consortium and its members. CQuest will surrender all original written materials, including any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, used to develop this software or software code and related intellectual property to the state entity for which it was developed.

10.1 State's Data

All rights, title and interest in State Data shall remain with the State.

10.2 CQuest's Materials

Subject to the provisions of this Contract, CQuest may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, CQuest shall not distribute any products containing or disclose any State Confidential Information. CQuest 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 CQuest employees or third party consultants engaged by CQuest.

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10.3 Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records excluded from public disclosure under New Hampshire RSA Chapter 91-A.

10.4 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.

10.5 Software Source Code

CQuest shall provide the State with a copy of the source code on a quarterly basis for archival.

10.6 Survival

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

11. USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 Use of State's Information

In performing its obligations under the Contract, CQuest 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*). CQuest 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 CQuest's performance under the Contract.

11.2 State Confidential Information

CQuest shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to CQuest 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

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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. CQuest shall immediately notify the State if any request, subpoena or other legal process is served upon CQuest regarding the State Confidential Information, and CQuest 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, CQuest 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.

11.3 CQuest Confidential Information

Insofar as CQuest seeks to maintain the confidentiality of its confidential or proprietary information, CQuest must clearly identify in writing all information it claims to be confidential or proprietary. CQuest 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 CQuest as confidential, the State shall notify CQuest and specify the date the State will be releasing the requested information. At the request of the State, CQuest shall cooperate and assist the State with the collection and review of CQuest's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be CQuest's sole responsibility and at CQuest's sole expense. If CQuest 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 CQuest, without any liability to CQuest.

11.4 Survival

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

12. LIMITATION OF LIABILITY

12.1 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 CQuest shall not exceed the total Contract price set forth in Contract Agreement, Section 1.8 of the Contract Agreement –Part 1- General Provisions.

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Notwithstanding the foregoing and any provision of this Contract to the contrary, in no event does the State waive its sovereign immunity or any applicable defenses or immunities.

12.2 CQuest

Subject to applicable laws and regulations, in no event shall CQuest be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and CQuest's liability to the State shall not exceed two times (2X) the total annual cost as set forth in Part 3, Exhibit C, Section 1 Deliverable Payment Schedule. Contract price set forth in Contract Agreement, Section 1.8 of the Contract Agreement –Part 1-General Provisions.

Notwithstanding the foregoing, the limitation of liability in this Contract Section 12.2 shall not apply to CQuest's indemnification obligations set forth in the Contract Agreement Part 1-Section 13: Indemnification and confidentiality obligations in Contract Agreement-Part 2-Section 11: Use of State's Information, Confidentiality, which shall be unlimited.

12.3 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.

12.4 Survival

This Contract Agreement- Part 2-Section 12: Limitation of Liability shall survive termination or Contract conclusion.

13. TERMINATION

This section shall survive termination or Contract Conclusion.

13.1 Termination for Default

Section 8 of the State of New Hampshire standard Contract form P-37 shall govern termination by default.

In the event of termination by default, the State shall have the right to procure Services that are the subject of the Contract from another source and the Vendor shall be liable for reimbursing the State for 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.

In the Event of Default by the State, the Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

13.2 Termination for Convenience

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 Vendor. In the event of such termination for

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convenience, the State shall pay the Vendor the agreed upon price, if separately stated, 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 will be paid, in whole or in part, generally in accordance with the pricing worksheet submitted with the Vendor's RFP.

During the thirty (30) day period, the Vendor shall wind down and cease its 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.

13.3 Termination for Conflict Of Interest

13.3.1 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 Vendor did not know, or reasonably did not know, of the conflict of interest.

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

13.4 Termination Procedure

13.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require the Vendor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

13.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, Vendor 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;

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- 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 Vendor and in which 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 Vendor has surrendered to the State all said property.

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14. CHANGE OF OWNERSHIP

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

15.1 CQuest 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.

15.2 CQuest shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractor, 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 CQuest of any of its obligations under the Contract nor affect any remedies available to the State against CQuest that may arise from any event of default of the provisions of the contract. The State shall consider CQuest to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

15.3 Notwithstanding the foregoing, nothing herein shall prohibit CQuest from assigning the Contract to the successor of all or substantially all of the assets or business of CQuest provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that CQuest should change ownership, as permitted under this Contract Agreement Part 2, Section 14: *Change of Ownership*, the State shall have the option to continue under the Contract with CQuest, its successors or assigns for the full remaining term of the Contract; continue under the Contract with CQuest, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to CQuest, its successors or assigns.

16. DISPUTE RESOLUTION

In the event of any dispute, claim, question, or disagreement arising out of or relating to this contract ("dispute"), the parties shall act immediately and will use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith, and

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CQuest's initials: *AD*

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recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to the Vendor and NH DHHS. The parties agree that the existence of a dispute notwithstanding, each party shall continue, without delay, to carry out all their respective responsibilities under the contract on all non-disputed work.

A party may escalate efforts to resolve any dispute by initiating a written notice to the following representatives of the parties within 10 (ten) business days of failing to reach agreement under this subsection of the Contract:

LEVEL	CQUEST	STATE OF NH	TIME
Primary	Kevin Davis (or successor) CEO	Margaret Murphy (or successor) Director, NH WIC Services	As agreed upon in the final SLA and any modifications.
First	Kevin Davis (or successor) CEO	Patricia Tilley (or successor) Bureau Chief, BPHCS	As agreed upon in the final SLA and any modifications.
Second	Kevin Davis (or successor) CEO	José Thier Montero, MD, MHCDS (or successor) Director, NH DPHS	As agreed upon in the final SLA and any modifications.
Third	Kevin Davis (or successor) CEO	Nicholas Toumpas (or successor) Commissioner, DHHS	As agreed upon in the final SLA and any modifications.

If the dispute cannot be resolved according to the process above, any party may submit a written appeal to the Director of NH Division of Public Health Services within ten (10) business days of the conclusion of the above process. The decision of the Commissioner shall be final and conclusive as to the position of NH DHHS under the contract, and thereafter the Contractor or NH DHHS may seek additional remedies as provided for in this contract or under the law.

17. GENERAL PROVISIONS

17.1 Travel Expenses

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services.

CQuest must assume all travel and related expenses by “fully loading” the proposed labor rates to include, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses unless travel is specifically requested by the State.

17.2 Shipping and Delivery Fee Exemption

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

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CQuest’s initials:

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17.3 Project Workspace and Office Equipment

N/A

17.4 Access/Cooperation

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide CQuest with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete contracted services.

The State shall use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow CQuest to perform its obligations under the Contract.

17.5 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"), CQuest 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 CQuest access or attempt to access any information without having the express authority to do so.
- c. That at no time shall CQuest 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 CQuest 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 CQuest. Personal software shall not be installed on any equipment.
- e. That if CQuest 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.

17.6 Email Use

N/A

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CQuest's initials: *WJ*

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17.7 Internet/Intranet Use

N/A

17.8 Regulatory Government Approvals

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

17.9 Force Majeure

Neither CQuest 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 CQuest's inability to hire or provide personnel needed for CQuest's performance under the Contract.

17.10 Insurance

17.10.1 CQuest Insurance Requirement

See Contract Agreement Part 1-Form P-37 Section 14 as modified in Part 3, Exhibit C Special Provisions, Section 2.1.

17.10.2 The ACORD Insurance Certificate should note the Certificate Holder in the lower left hand block as the State of New Hampshire, DHHS.

17.11 Exhibits

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

17.12 Venue and Jurisdiction

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

17.13 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 Contract Agreement Exhibit D Section 3: Records Retention and Access Requirements, Contract Agreement Exhibit D Section 4: Accounting Requirements, and Contract Agreement Part 2-Section 11: Use of State's Information, Confidentiality and Contract Agreement Part 1- Section 13: Indemnification which shall all survive the termination of the Contract.

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EXHIBIT A
CONTRACT DELIVERABLES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

CQuest shall host and operate the StarLINC System, which will meet and perform in accordance with the System Documentation in addition to the Specifications and Deliverables that are defined in the Contract, including, but not limited to the final Service Level Agreement and any subsequent modifications.

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.

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

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.1 Operations & Maintenance – Activities / Deliverables / Milestones

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
1	CQuest shall provide ongoing operation and maintenance of the StarLINC system.	Non-Software	Ongoing
2	CQuest shall maintain a secure hosting environment.	Non-Software	Ongoing
3	CQuest shall provide a secure Class A Data Center.	Non-Software	Ongoing
4	CQuest shall provide ongoing operations, technical support, system maintenance as described in the Contract, including the final Service Level Agreement.	Non-Software	Ongoing
5	CQuest shall provide extensive disaster recovery procedures meeting system availability requirements as described in the Contract, including the final Service Level Agreement.	Non-Software	Ongoing
6	CQuest must adhere to all MSC requirements for Task Orders as described in the Contract, including the final Service Level Agreement.	Written	Ongoing

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7	CQuest shall provide help desk services as described in the Contract, including the final Service Level Agreement.	Non-Software	Ongoing
8	CQuest shall provide Local Clinics support and technical assistance to analyze, identify, and resolve problems.	Non-Software	Ongoing
9	CQuest must adhere to the MSC Communication Plan	Written	Ongoing
10	CQuest shall work with each State to mutually agree upon and update a Service Level Agreement (SLA) as described in the Contract.	Written	Ongoing
11	CQuest shall maintain, update and keep current complete documentation of the system as described in the Contract, including the final Service Level Agreement and Attachment B – Response Requirements.	Written	Ongoing
12	CQuest shall provide appropriate staffing levels as described in the Contract, including the final Service Level Agreement.	Non-Software	Ongoing

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Time and Materials Not to Exceed Price (NEP) Contract.

Costs for Year one (1) through five (5) shall not exceed as follows:

- Year 1 - \$412,050 for Operation and Maintenance per year and \$24,630 for Hosting per year.
- Year 2 - \$412,050 for Operation and Maintenance per year and \$24,630 for Hosting per year.
- Year 3 - \$412,050 for Operation and Maintenance per year and \$24,630 for Hosting per year.
- Year 4 - \$412,050 for Operation and Maintenance per year and \$24,630 for Hosting per year.
- Year 5 - \$412,050 for Operation and Maintenance per year and \$24,630 for Hosting per year.

Costs for Year six (6) through (8) shall not exceed as follows:

- Year 6 - \$420,291 for Operation and Maintenance per year and \$25,122 for Hosting per year.
- Year 7 - \$428,697 for Operation and Maintenance per year and \$25,625 for Hosting per year.
- Year 8 - \$437,270 for Operation and Maintenance per year and \$26,137 for Hosting per year.

CQuest shall be responsible for performing its obligations in accordance with the Contract.

2. TOTAL 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 \$3,546,542 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to CQuest for all fees and expenses, of whatever nature, incurred by CQuest in the performance hereof.

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.

3. INVOICING

CQuest shall prepare one monthly invoice that details the hours worked for base operations and maintenance services applicable to all three members of the consortium. The invoice shall also list separately amount billed for individual state services (e.g. New Hampshire Hosting). The one monthly invoice shall be sent to all three states. Each state will individually pay for their portion of the invoice. The Monthly Status Report must accompany the invoice. Timesheets for the invoice time-period are to be provided to each Program upon request.

Task Orders will be invoiced separately.

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**EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

Invoices shall be sent to:
Division of Public Health Services
WIC Program
29 Hazen Drive
Concord, NH 03301

4. PAYMENT ADDRESS

All payments shall be sent to the following address:
CQuest America, Inc.
500 S. 9th Street
Springfield, IL, 62701

5. OVERPAYMENTS TO CQUEST

CQuest 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.

6. CREDITS

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

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EXHIBIT C
SPECIAL PROVISIONS

1. REVISIONS TO GENERAL PROVISIONS

1.1 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, 05-95-90-902010-5260-102-500731 or any other account, in the event funds are reduced or unavailable.

1.2 SUBPARAGRAPH 8 of the General Provisions of the contract. Event of Default/Remedies is amended by adding the following language:

Notwithstanding any provision in this Agreement to the contrary, any written notice of default provided by the State to Contractor shall specify the Event of Default, and may result in the suspension of payment only as to the Event of Default for which written notice has been provided. Payment for all other Services provided or to be provided by Contractor under the Agreement shall continue unaffected on the terms set forth herein. The State shall resume payments to Contractor that relate to the Event of Default once the State has verified that Contractor has cured the Event of Default

1.3 SUBPARAGRAPH 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and umbrella liability coverage in the amount of \$5,000,000 per occurrence.

1.4 Notwithstanding paragraph 18 of the P-37, an amendment limited to the adjustment of amounts between State Fiscal Years, related items, and amendment of related budget exhibits, can be made by written agreement of both parties and does not require additional approval of the Governor and Executive Council.

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1.5 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.

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.

2. **NOTICE-** Replace notification to the addressed parties on Contract Agreement Part I- Section 17 at the addresses given in blocks 1.2 and 1.4 of the Form P-37, to notify the parties below:

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 following addresses or upon delivery by overnight mail i.e. FedEx or UPS.

TO CQuest America, Inc.:
CQuest America, Inc.
500 S. 9th Street
Springfield, IL, 62701
Tel: (277) 541-7387

TO STATE:
State of New Hampshire
DHHS/Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
Tel: (603) 271-4545

3. **EXTENSION**

There are no extensions to this agreement after June 30, 2022.

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4. OTHER GENERAL PROVISIONS

4.1 Contractor's 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. 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.

2. 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.

3. 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 Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of 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:

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

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

3.3. 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.

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4. 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:

4.1. 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.

4.2. 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.

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

5. 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.

6. 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 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.

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7. 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:

7.1. 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.

8. 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.

9. 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, by-laws and regulations.

10. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform 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:

10.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function

10.2. 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