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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shlbinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

April 28, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing agreement with CQuest America, Inc. (VC #168898), Springfield, IL, to add enhancements to the Special Supplemental Nutrition Program for Women, Infants, and Children's (WIC) eligibility reporting system, by increasing the price limitation by \$125,962.51 from \$3,682,065.17 to \$3,808,027.68 with no change to the contract completion date of June 30, 2022 effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on September 3, 2014, Item #23, as subsequently amended with Governor and Council approval on April 22, 2015, Item #20, as amended with Governor and Council approval on December 2, 2015, Item #19, as amended with Governor and Council approval on March 22, 2017, Item #5A, and most recently amended with Governor and Council approval on September 11, 2020, Item #12.

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

**05-95-90-902010-52600000 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
100% Federal Funds**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2015	102-500731	Contracts for Prog Svc	90006015	\$491,436.00	\$0.00	\$491,436.00
2016	102-500731	Contracts for Prog Svc	90006015	\$445,251.06	\$0.00	\$445,251.06
2017	102-500731	Contracts for Prog Svc	90006015	\$441,618.84	\$0.00	\$441,618.84
2018	102-500731	Contracts for Prog Svc	90006015	\$441,725.94	\$0.00	\$441,725.94
2019	102-500731	Contracts for Prog Svc	90006015	\$441,840.69	\$0.00	\$441,840.69
2020	102-500731	Contracts for Prog Svc	90006015	\$450,688.44	\$0.00	\$450,688.44

2021	102-500731	Contracts for Prog Svc	90006015	\$506,097.20	\$0.00	\$506,097.20
2021	102-500731	Contracts for Prog Svc	90006041	\$0.00	\$30,000.00	\$30,000.00
2022	102-500731	Contracts for Prog Svc	90006015	\$463,407.00	\$39,630.45	\$503,037.45
2022	102-500731	Contracts for Prog Svc	90006041	\$0.00	\$9,951.00	\$9,951.00
			<i>Subtotals</i>	\$3,682,065.17	\$79,581.45	\$3,761,646.62

05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC INFRASTRUCTURE 100% Federal Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	90006060	\$0.00	\$35,924.71	\$35,924.71
2022	102-500731	Contracts for Prog Svc	90006060	\$0.00	\$10,456.35	\$10,456.35
			<i>Subtotals</i>	\$0.00	\$46,381.06	\$46,381.06
			Totals	\$3,682,065.17	\$125,962.51	\$3,808,027.68

EXPLANATION

The purpose of this request is to make necessary updates to standard system generated letters that are sent to New Hampshire WIC recipients by converting the letters to an updated format and adding required non-discrimination language, as well as adding new functional enhancements.

The Contractor will convert all remaining system generated letters to Aspose, the software utilized by the Contractor. After conversion of the letters to Aspose, all letters will be revised by the Contractor to include the updated nondiscrimination statement as required by federal regulations. This update is part of the Department's response to the United States Department of Agriculture (USDA) Civil Rights Audit conducted in October 2020. Currently, the letters are out of compliance because they do not include the most up to date required non-discrimination statement.

The Contractor will also add new functionality to import external applications through an automated batch file from the NH EASY eligibility system into the NH WIC eligibility system. The new functionality will enhance program coordination and one-door entry to social services within the Department.

The New Hampshire WIC Nutrition Program provides free healthy food, nutrition education and healthcare referrals to more than 13,500 low-income women, infants and preschool-aged children each month. It is vital for WIC nutrition staff to have the capability to print critical program letters regarding eligibility and resources, which include the new USDA non-discrimination statement included on the letters. The automated batch file enhancement is strongly supported by the USDA as a way to collaborate with other federally funded nutrition programs to ease the burden of application and enrollment for eligible low-income households.

The Department will monitor contracted services to ensure deliverables are completed timely, by ensuring:

- Aspose.Word templates are created for each letter and form;
- Functionality is developed and implemented to enable letters to be greater than (1) one page in length;
- A non-discrimination statement (NDS) is globalized on each letter and form as required by the USDA;
- Each new Aspose letter and form is uploaded to the WIC MIS code base run control for accessibility by all states;
- Each letter and form is tested and compared, and testing results are documented.
- Interfaces, security clearances for Security File Transfer Protocol (SFTP) server transmissions, data formatting and expectations of the data imported are coordinated with, and communicated to, NH EASY resources.
- Application changes to accept import data items into WIC Pre-Application dashboard and processing of applications as clients are developed.
- Application changes are tested, compared and deployed to production environment.

This request has been reviewed and approved by the Department of Information Technology (DoIT).

Should the Governor and Council not authorize this request, the Department will be out of compliance with Federal USDA reporting requirements, which may result in audit findings and fines.

Area served: Statewide

Source of Funds: CFDA #10.557, FAIN 214NH703W1003 and CFDA #10.578, FAIN 204NH782W5412.

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

Respectfully submitted,


Lori A. Shibinette
Commissioner



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

Denis Goulet
Commissioner

April 22, 2021

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

Dear Commissioner Shibinette:

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

The purpose of this contract amendment is to add two (2) Task Orders to the scope of work for the Contractor. The first Task Order is for the Contractor to convert and update existing letters as part of the Department's response to the USDA Civil Rights Audit conducted in October 2020. The second Task Order is for the Contractor to add a new functionality to import external applications through an automated batch file from the NH EASY eligibility system into the NH WIC eligibility system which will enhance program coordination and one-door entry to social services within the Department.

The funding amount for this amendment is \$125,962.51, increasing the current contract from \$3,682,065.17 to \$3,808,027.68 with no change to the completion date of June 30, 2022. This amendment shall become effective upon Governor and Executive Council.

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

Sincerely,


Denis Goulet

DG/kaf
DoIT #2014-017E
RID: N/A
cc: Michael Williams, IT Manager, DoIT

**State of New Hampshire
Department of Health and Human Services
Amendment #5**

This Amendment to the Operations and Maintenance Services of the NH WIC Management Information System contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and CQuest America, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 3, 2014 (Item #23), as amended on April 22, 2015 (Item #20), as amended on December 2, 2015 (Item #19), as amended on March 22, 2017 (Item #5A), and subsequently amended on September 11, 2020 (Item #12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Contract 2014-017, Agreement – Part I, Form P-37 General Provisions, Block 1.8, Price Limitation, to read:
\$3,808,027.68.
2. Add Exhibit 5-A – Amendment #5, which is attached hereto and incorporated by reference herein.
3. Add Exhibit 5-B – Amendment #5, which is attached hereto and incorporated by reference herein.

For Reference Only:

Modify Contract 2014-017-WIC StarLINC System by deleting Table 2 in its entirety and replacing with the following:

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	\$3,546,542.00
2014-017 Amendment 1	1 st Amendment	4/22/15 Item #20	06/30/2022	\$54,756.00
2014-017 Amendment 2	2 nd Amendment	12/02/15 Item #19	06/30/2022	\$28,991.97
2014-017 Amendment 3	3 rd Amendment	03/22/17 Item #5A	06/30/2022	\$0
2014-017 Amendment 4	4 th Amendment	09/11/20 Item #12	06/30/2022	\$51,775.20
2014-017 Amendment 5	4 th Amendment	Pending	06/30/2022	\$125,962.51
			CONTRACT TOTAL	\$3,808,027.68

All terms and conditions of the Contract and prior amendments not modified by this Amendment #5 remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

4/21/2021

Date

DocuSigned by:

Lisa M. Morris

D6380BFBCA54A0
Name: Lisa M. Morris

Title: Director, Division of Public Health Svcs.

CQuest America, Inc.

4/21/2021

Date

DocuSigned by:

Kevin Davis

A5B4E57288F40F
Name: Kevin Davis

Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

4/26/2021

Date

DocuSigned by:



Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit 5-A - Amendment #5 Task Order Management

General Information

Task Order Title: Letters Aspose.Word Conversions with Global NDS

Task Order Number: 2021 - 001

Date Task Order Submitted: 03/09/2021

Task Order Originator: MSC

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

Priority Level: Urgent High Medium Low

Section I

Scope of Work

This task order is to provide development and testing resources to convert the existing unconverted letters and forms to Aspose.Word and add or update the Non-discrimination statement on all required letters.

The scope of work for this Task Order will include the following areas:

- Create Word templates for each letter and form
- Develop and implement functionality that enables letters greater than one page in length Globalize the Non-discrimination statement (NDS) for each letter and form requiring the NDS
- Implement each new Aspose letter and form into the WIC MIS code base run control for all states
- Test, compare, and document results of testing of each letter and form

Description of Tasks

The body of work includes the following tasks:

- Creation of user stories and acceptance criteria for each letter and form
- Research solution for globalized non-discrimination statement using Aspose.Word
- Create NDS merge template
- Develop Aspose template for each letter and form using NDS template
- Integrate each new Aspose letter and form into the WIC MIS code base and bench test
- Quality assurance testing for each letter and form; comparison of each letter and form with production version; ensure letters greater than 1 page can print; document results of each letter and form
- UAT & production deployment process activities & smoke testing

Assumptions

Exhibit 5-A - Amendment #5 Task Order Management

1. All specified Developer/BA/QA task points (work effort) are estimations only.
2. It is estimated that a developer and a tester will be able to convert approximately 3-4 letters or forms per sprint.
3. This task order will be managed through a "time and materials, not-to-exceed" contract amendment that adds development and testing resources to the 4.6 release cycle to complete the work.
4. The letters and forms will be managed and incorporated into the September 30, 2021 release.
5. All converted letters and forms will be confirmed by the MSC during the 4.6 UAT phase.

Technical Environment

The technical environment will be the WIC application infrastructure and Aspose.Word

Customer assets available to assist in completion of this Task Order

All appropriate staff members in the Multi-State Consortium

Exhibit 5-A - Amendment #5 Task Order Management

Section II

Project Dates (Actual project dates when work will be completed)

May 1, 2021 – September 30, 2021

Task Order Completion Date

September 30, 2021

Project Tasks and Estimated Completion Hours

The following table contains estimates of work. As this is a time and materials task order, the actuals by personnel classification may vary from this table but the total cost will not exceed the total amount stipulated by this task order.

Task #	Task Name	Personnel Classification	Estimated Hours	Rate/Hour	Cost
Project Oversight					
1	Oversee report conversion sprint activities	PM	50	\$134.64	\$6,732.00
Development					
2	Convert each letter & form to Aspose w/ NDS	SPA	300	\$133.17	\$39,951.00
3	Multi-Page development	SPA	15	\$133.17	\$1,997.55
Testing					
4	Test and document the proper conversion of each letter and form	QA	300	\$95.72	\$28,716.00
5	Test Multi-Page functionality	QA	10	\$95.72	\$957.20
Deployment					
6	Production staging & deployment; verification testing	DBA	10	\$122.77	\$1,227.70
TOTAL:					\$79,581.45

Personnel Classifications:

PM: Project Manager

SPA: Senior Programmer Analyst

QA: Quality Assurance Specialist

DBA: Database Administrator

General Approach

The approach is to conduct this as a supplemental development project with the goal to convert the specified letters and forms in the addendum to Aspose.Word with the global NDS statement.

CQuest will perform the work of this task order in 5 sprints during the 4.6 release cycle which is scheduled for production deployment in September 2021.

All letters and forms will be converted according to their availability, layouts and languages that presently exist in the system, except for the addition of the global non-disclosure statement to each report and form.

Exhibit 5-A - Amendment #5 Task Order Management

Payment Schedule

CQuest will bill the MSC on a monthly time and materials basis for all hours expended on activities pertaining to this Task Order up to but not exceed \$79,581.45. Costs for resources engaging in the activities of this task order will be recorded and billed separately.

A report on the progress on these activities will be added to the Monthly O&M status report under a specific section of the report which will be submitted with the monthly invoice.

Acceptance Criteria

The following are the deliverables for this task order.

1. Completion of agreed upon letter and form conversions w/ the NDS.
2. Letters and forms listed below will be executable from the MIS with the proper layout and verbiage, and without error.
3. Submission of testing verification and documentation for each converted letter & form.
4. Confirmation by the MSC in the UAT environment.

List of Letters & Forms

Letters	Task Required	Status	In Task Order
Self-Declaration of Proof (Residency)	Convert & Add full NDS		x
Self-Declaration of Proof (ID)	Convert & Add full NDS		x
Self-Declaration of Proof (Caregiver ID)	Convert & Add full NDS		x
Self-Declaration of Proof (Category) (NH only)	Convert & Add full NDS		x
Proof Pending (Residency, Identity, Caregiver ID, Category)	Convert & Add full NDS		x
No Show Letter	Convert & Add full NDS		x
Appointment Notice	Convert & Add abbreviated NDS		x
End of Eligibility Letter (KS and HI only)	Convert		x
Income Proof Pending	Convert & Add full NDS		x
Sign for Card	Convert & Add abbreviated NDS		x
Issue Benefits Letter (NH and HI only)	Convert and Add full NDS		x
Other Printable Forms:			
Client Referral Form (KS, ITCA, HI)			x
VOC Card	Convert and Add abbreviated NDS		x
Client Goals	Add abbreviated NDS		x
Completed Letters			
Termination Letter	Add full NDS	Previously converted	
Suspension Letter	Add full NDS	Previously converted	
Self-Declaration of Income	Add full NDS	Previously converted	

**Exhibit 5-A - Amendment #5
Task Order Management**

Breast pump Issuance	Add full NDS	Previously converted	
Over Income (Termination Letter)	Convert & Add NDS	Previously converted	
Mailed Card Letter (KS, ITCA, HI)	Update NDS	Previously converted	
R & R	Needs to print to 2 pages & Add full NDS	Previously converted	

**Exhibit 5-A - Amendment #5
Task Order Management**

Section III

MSC WIC Review of the Initial Analysis and approval

This section is completed by MSC WIC's Single Point of Contact.

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

Hawaii Approval

Authorized signature of MSC WIC to proceed as indicated above.

DocuSigned by:
Melanie Murakami
C1AA8C5FD1D2482...

Date: 3/12/2021 /

ITCA Approval

Authorized signature of MSC WIC to proceed as indicated above.

DocuSigned by:
Mindy Josselides
3F98DBF8EBC442C

Date: 3/12/2021 /

Kansas Approval

Authorized signature of MSC WIC to proceed as indicated above.

DocuSigned by:
Dave Thomason
D1CF4D88184340D...

Date: 3/17/2021 /

New Hampshire Approval

Authorized signature of MSC WIC to proceed as indicated above.

DocuSigned by:
Lissa Sirbis
4842E2D21C84481

Date: 3/17/2021 /

CQuest Concurrence

Authorized signature of CQuest to proceed as indicated above.

DocuSigned by:
Kevin Davis
A5B4E5728B8F40F...

Date: 3/18/2021 /

Authorized CQuest Signature

Exhibit 5-B - Amendment #5 Task Order Management

General Information

Task Order Title: New Hampshire SNAP Import to Pre-Application Dashboard

Task Order Number: 2021 - 004

Date Task Order Submitted: 03/05/2021

Task Order Originator: MSC

Reason for Task Order:

<input type="checkbox"/> New Regulation	<input checked="" type="checkbox"/> Enhancement
<input type="checkbox"/> Change in Business Practice	<input type="checkbox"/> New Service
<input type="checkbox"/> Other	

Priority Level: Urgent High Medium Low

Section I

Scope of Work

This task order is to provide development and testing resources to provide the new functionality to import external applications data from NH Department-specific online applications, such as SNAP, Medicaid, etc., into the MSC's WIC Client Services Pre-Application dashboard developed by the MSC for CS 4.6 release. The functionality enhancement will enhance program coordination and one door entry to social services/nutrition assistance.

A common data layout with fields required by the WIC Pre-Application dashboard will be developed to provide disparate systems the ability to import data into the Pre-Application dashboard and allow processing into the WIC system as clients.

Description of Tasks

The body of work includes the following tasks:

- Research list of required fields and define import layout
- Establish SFTP connectivity to the NH SFTP server
- Coordinate with NH SNAP resources to communicate interfaces, security clearances for SFTP server transmissions, data formatting, and expectations of data being imported.
- Creation of user stories and acceptance criteria for the import processes
- Creation of user stories and acceptance criteria for import of data into the Client Services Pre-Application dashboard as uniquely mark items.
- Creation of user stories and acceptance criteria for functionality to process new Pre-Application data types from import file.
- Development of application changes to accept these import data items into Pre-Application dashboard and processing of applications as clients
- Develop the automated schedule of processes for import of data

Exhibit 5-B - Amendment #5 Task Order Management

- Coordinate with SNAP resources to schedule and test successful transmissions of new data feed to CQuest
- Quality assurance testing for accuracy and consistency of data being imported from the State's SFTP server
- Quality assurance testing for accuracy of data being populated into Client Service's pre-application and the processing of applications as clients
- UAT & production deployment process activities & smoke testing

Assumptions

1. All specified Developer/BA/QA task points (work effort) are estimations only.
2. This task order will be managed through a "time and materials, not-to-exceed" contract amendment that adds development and testing resources to the 4.6 release cycle to complete the work.
3. CQuest will retrieve the data file from the NH SFTP server on a nightly basis. NH administrators will be responsible for the clean-up and archiving of any data files provided from their SFTP server. CQuest will not keep history of these files.
4. Once the task order has been completed based on the acceptance criteria, any subsequent changes or maintenance to this process will be completed through O&M or another task order.

Technical Environment

The technical environment will be the CQuest hosted MIS and the NH SFTP server.

Customer assets available to assist in completion of this Task Order

All appropriate staff members in the Multi-State Consortium

Exhibit 5-B - Amendment #5 Task Order Management

Section II

Project Dates (Actual project dates when work will be completed)

May 1, 2021 – March 1, 2022

Task Order Completion Date

March 1, 2022

Project Tasks and Estimated Completion Hours

The following table contains estimates of work. As this is a time and materials task order, the actuals by personnel classification may vary from this table but the total cost will not exceed the total amount stipulated by this task order.

Task #	Task Name	Personnel Classification	Estimated Hours	Rate/Hour	Cost
	Operations Processes				
1	Create scheduled import processes Establish SFTP connectivity and security Setup VisualCron Test executions of transmission process	DBA	22.5	\$122.77	\$2,762.33
	Business Analysis				
1	Research task order implications, develop business requirements and acceptance criteria, create user stories, developer engagement	BA	75	\$109.24	\$8,193.00
	Development				
2	Source code development to accept SNAP import file, load to pre-application dashboard, and confirm load from dashboard into CS of this data type	SPA	187.5	\$133.17	\$24,969.38
	Testing				
3	Testing data transmission to and from SNAP SFTP server. Testing the import of data into Client Services pre-application Test load to Client Services Documentation updates Prepare functionality demonstration	QA	90	\$95.72	\$8,614.80
	Deployment				
4	Production staging & deployment; smoke testing	DBA	15	\$122.77	\$1,841.55
				TOTAL:	\$46,381.06

Personnel Classifications:

SPA: Senior Programmer Analyst

QA: Quality Assurance Specialist

DBA: Database Administrator

Exhibit 5-B - Amendment #5 Task Order Management

Payment Schedule

CQuest will bill the MSC on a monthly time and materials basis for all hours expended on activities pertaining to this Task Order. Costs for resources engaging in the activities of this task order will be recorded and billed separately.

A report on the progress on these activities will be added to the Monthly O&M status report under a specific section of the report which will be submitted with the monthly invoice.

Acceptance Criteria

The following are the deliverables for this task order.

1. Data provided through the SFTP data import will be reflected as an application in the MSC Client Services Pre-Application dashboard with the ability to process the application and activate each application in Client Services as a new client.
2. Accept a daily data import from the NH SFTP server through an automated schedule through VisualCron.
3. Confirmation by the MSC in the UAT environment.

Section III

MSC WIC Review of the Initial Analysis and approval

This section is completed by MSC WIC's Single Point of Contact.

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

Hawaii Approval

Authorized signature of MSC WIC to proceed as indicated above.

DocuSigned by:
Melanie Murakami
C1AA8C5FD1D2482...

Date: 3/12/2021 /

ITCA Approval

Authorized signature of MSC WIC to proceed as indicated above.

DocuSigned by:
Mindy Jossifides
3F98DBF8EBC442C...

Date: 3/17/2021 /

**Exhibit 5-B - Amendment #5
Task Order Management**

Kansas Approval

Authorized signature of MSC WIC to proceed as indicated above.

DocuSigned by:

Dave Thomason

B1CF4D86184340D...

Date: 3/22/2021 /

New Hampshire Approval

Authorized signature of MSC WIC to proceed as indicated above.

DocuSigned by:

Lissa Sirbis

4842F2D21C84481...

Date: 3/15/2021 /

CQuest Concurrence

Authorized signature of CQuest to proceed as indicated above.

DocuSigned by:

Kevin Davis

A5B4E5728BBF40F...

Date: 3/16/2021 /

Authorized CQuest Signature

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. is a Illinois Nonprofit Corporation registered to transact business in New Hampshire on August 22, 2007. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 583098

Certificate Number: 0005341056



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of April A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Berneice Mills-Thomas, hereby certify that:

1. I am a duly elected Officer of CQuest America Inc.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called, and held on March 11, 2020, at which a quorum of the Directors/shareholders were present and voting.

Section 6 - 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 and drafts of the corporation and see that all books, reports, and certificates as required by law are properly kept or filed.

H. Kevin Davis is the President and Chief Executive Officer and is duly authorized on behalf of CQuest America Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 4/15/2021



Signature of Elected Officer
Name: Berniece Mills-Thomas
Title: CQuest Board Chair

CQUEST'S MISSION AND CORE VALUES

CQUEST'S MISSION STATEMENT

Developing technologies and delivering services that improve lives and communities.

CQUEST'S CORE VALUES & ASSOCIATED BEHAVIORS

EXCELLENCE

Doing the right thing better

- I am a good example to others with my quest for excellence.
- I strive to continuously improve our processes, programs, and practices.
- I apply myself fully to meet the objectives and deadlines of my team.
- I care intensely about the success of CQuest and our customers.
- I will develop, nurture, and employ my highest skill sets related to my position.

CUSTOMER FOCUS

Understanding and meeting our customers' unique needs

- I strive to understand our customers' needs and expectations and work to deliver products and services that meet or exceed them.
- I remain focused on our customer's needs and ensure my work contributes to delivering against these.
- Resolving my customer's problem is my highest priority.
- I understand that I have external as well as internal customers and both are important to CQuest's success.

QUALITY

Providing value through feature-rich, reliable products and services

- I passionately pursue excellence in each work assignment and activity while being an ambassador for CQuest.
- I identify the root cause to a problem and work to find the best way to solve it.
- I minimize complexity and find time to simplify to keep CQuest nimble and productive
- I demonstrate consistently strong performance so colleagues know they can rely on my work.

INTEGRITY

Cultivating trust in relationships with our employees, customers, and business partners

- I am trustworthy and work to build trust with others.
- I am unafraid to question actions inconsistent with CQuest's Mission, Vision, and Core Values.
- I am accountable and take responsibility for my actions.
- I follow through on what I say, and follow up when needed.

TEAMWORK

Supporting one another as we execute the organization's Mission

- I am always looking for win / win solutions.
- I work collaboratively with others to achieve CQuest's goals.
- I work cooperatively under the constraints of other's needs.
- I celebrate team accomplishments and give credit where it is due.
- I seek to hear and understand before reacting and forming an opinion.

DIVERSITY

Valuing and deriving strength from our differences

- I treat people with respect independent of their status or disagreement with me.
- I am open to different perspectives and see them as opportunities to learn and improve my understanding of different ways of thinking.
- I am consistent and impartial in my relationships with coworkers.
- I strive to implement work habits that ensure equitable treatment for all people with whom I interact.
- I value the strength and power that diversity provides. I value the specific strengths of my coworkers and acknowledge that everyone contributes to the success of CQuest.

CQUEST'S MISSION AND CORE VALUES

CQUEST'S MISSION STATEMENT

Developing technologies and delivering services that improve lives and communities.

CQUEST'S CORE VALUES



EXCELLENCE

Doing the right thing better.



CUSTOMER FOCUS

Understanding and meeting our customers' unique needs.



QUALITY

Providing value through feature-rich, reliable products and services.



INTEGRITY

Cultivating trust in relationships with our employees, customers, and business partners.



TEAMWORK

Supporting one another as we execute the organization's Mission.



DIVERSITY

Valuing and deriving strength from our differences.



CONSOLIDATED FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITORS' REPORT

June 30, 2020 and 2019

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Independent Auditors' Report

To the Board of Directors
CQuest America, Inc.
Springfield, Illinois

We have audited the accompanying consolidated financial statements of CQuest America, Inc. and Affiliate, which are comprised of the consolidated statements of financial position as of June 30, 2020 and 2019, and the related consolidated statements of activities and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of CQuest America, Inc. and Affiliate as of June 30, 2020 and 2019, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Eck, Schaefer & Penke, LLP

Springfield, Illinois
October 1, 2020

CQuest America, Inc. and Affiliate

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

June 30

	<u>2020</u>	<u>2019</u>
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 665,184	\$ 1,403,951
Accounts receivable	1,406,293	964,045
Earned contract revenue not yet billed	510,126	542,787
Prepaid expenses	393,603	333,067
Total current assets	<u>2,975,206</u>	<u>3,243,850</u>
NONCURRENT ASSETS		
Property and equipment, net	198,766	193,985
Goodwill, net	123,760	137,511
Total noncurrent assets	<u>322,526</u>	<u>331,496</u>
TOTAL ASSETS	<u>\$ 3,297,732</u>	<u>\$ 3,575,346</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Current portion of capital lease obligation	\$ 17,322	\$ 34,035
Accounts payable	208,605	127,357
Accrued compensation	586,670	464,819
Line of credit	750,000	400,000
Deferred contract revenue	14,786	-
Total current liabilities	<u>1,577,383</u>	<u>1,026,211</u>
NONCURRENT LIABILITIES		
Capital lease obligation, net of current portion	-	17,322
Total liabilities	<u>1,577,383</u>	<u>1,043,533</u>
NET ASSETS		
Without donor restrictions	1,720,349	2,531,813
Total net assets	<u>1,720,349</u>	<u>2,531,813</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 3,297,732</u>	<u>\$ 3,575,346</u>

The accompanying notes are an integral part of these consolidated financial statements.

CQuest America, Inc. and Affiliate

CONSOLIDATED STATEMENTS OF ACTIVITIES

Years Ended June 30

	<u>2020</u>	<u>2019</u>
SUPPORT AND REVENUES		
Contract revenues	\$ 8,751,910	\$ 9,251,351
Other revenues	<u>116,532</u>	<u>201,869</u>
Total support and revenues	<u>8,868,442</u>	<u>9,453,220</u>
EXPENSES		
Program services		
WIC program	4,768,380	5,242,470
Early Intervention program	3,787,469	2,521,247
Other programs	<u>67,518</u>	<u>231,736</u>
Total program services	<u>8,623,367</u>	<u>7,995,453</u>
Management and general	<u>1,056,539</u>	<u>1,169,250</u>
Total expenses	<u>9,679,906</u>	<u>9,164,703</u>
CHANGE IN NET ASSETS	(811,464)	288,517
NET ASSETS AT BEGINNING OF YEAR	<u>2,531,813</u>	<u>2,243,296</u>
NET ASSETS AT END OF YEAR	<u>\$ 1,720,349</u>	<u>\$ 2,531,813</u>

The accompanying notes are an integral part of these consolidated financial statements.

CQuest America, Inc. and Affiliate

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended June 30

	<u>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (811,464)	\$ 288,517
Adjustments to reconcile the change in net assets to net cash from operating activities		
Depreciation and amortization	97,433	134,699
Changes in operating assets and liabilities		
Accounts receivable	(442,248)	312,587
Earned contract revenue not yet billed	32,661	302,787
Prepaid expenses	(60,536)	(38,295)
Accounts payable	81,248	(53,644)
Accrued compensation	121,851	(26,157)
Deferred contract revenue	14,786	-
Deferred revenue	-	(75,457)
Deferred rent obligation	-	(4,068)
Net cash flows from operating activities	<u>(966,269)</u>	<u>840,969</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of equipment	<u>(88,463)</u>	<u>(31,780)</u>
Net cash flows from investing activities	<u>(88,463)</u>	<u>(31,780)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from line of credit	2,960,000	3,050,000
Payments on line of credit	(2,610,000)	(3,225,000)
Payments on capital lease obligations	<u>(34,035)</u>	<u>(33,361)</u>
Net cash flows from financing activities	<u>315,965</u>	<u>(208,361)</u>
CHANGE IN CASH & CASH EQUIVALENTS	(738,767)	600,828
CASH & CASH EQUIVALENTS AT BEGINNING OF YEAR	<u>1,403,951</u>	<u>803,123</u>
CASH & CASH EQUIVALENTS AT END OF YEAR	<u>\$ 665,184</u>	<u>\$ 1,403,951</u>

The accompanying notes are an integral part of these consolidated financial statements.

CQuest America, Inc. and Affiliate

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2020 and 2019

1. SUMMARY OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES

Summary of Operations

The financial statements as of and for the years ended June 30, 2020 and 2019 include the consolidated activities of CQuest America, Inc. and Affiliate, the Community Health PAC, Inc.

CQuest America, Inc. (CQuest) is a unique 501(c)(4) not-for-profit consulting firm, dedicated to developing technologies and delivering services that improve lives and communities. CQuest also supports the delivery of quality health care to the medically underserved through contributions to the Illinois Community Health Foundation, Inc. (a related entity).

CQuest America, Inc.'s activities include:

- WIC - CQuest has extensive experience with Women, Infant, and Children (WIC) Management Information System (MIS) development and transfer projects as well as related system support services, which include operations and maintenance, network services, database administration, security management, ad hoc reporting services, help desk services, and application system hosting. CQuest currently operates and maintains the WIC MIS for the Multi-State WIC Consortium (MSC), a consortium of WIC Programs from the states of Hawaii, Kansas, and New Hampshire, and the Indian Tribal Organization (ITO) referred to as the Inter Tribal Council of Arizona (ITCA). As of June 30, 2020, CQuest was also in the post-implementation warranty phase of developing and implementing a WIC MIS for the State of Tennessee, the post-implementation warranty phase of upgrading the existing WIC MIS for the State of Idaho with Food Package and Electronic Benefits Transfer (EBT) functionality, and initiating the design validation phase of transferring, modifying, and implementing a WIC MIS for the State of Oregon.
- Early Intervention - CQuest began providing centralized billing services in 1999 for the State of Illinois' Early Intervention Program. This partnership between CQuest and the State of Illinois Department of Human Services (IDHS) offset administrative responsibilities associated with claim adjudication and processing of both paper and electronic claims. Serving as a third-party administrator, CQuest's Centralized Billing Office (CBO) team manages all aspects of the claiming process, from verifying that service pre-authorizations are in place, to authorizing payment, to coordinating reimbursement with insurance providers and providing billing services to other third-party payers.

CQuest America, Inc. and Affiliate

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

1. SUMMARY OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES -
Continued

CQuest's centralized billing system prints and distributes Explanation of Benefits (EOB) for providers and participating families, as well as administers accounts receivables services, generating invoices, statements and delinquency notices for programs which utilize fees and co-payments. CQuest maintains interfaces with multiple other systems and entities for the exchange of data necessary to efficiently administer the Illinois Early Intervention Program. CQuest also provides help desk services that support service coordinators, providers, participants, families, and local agency staff. CQuest's Early Intervention CBO staff works with IDHS to identify, develop, and provide training. Finally, CQuest works with IDHS to determine ways to streamline operations and achieve efficiencies, thereby making more funds available to serve additional participants.

In September 2018, CQuest launched an internal Early Intervention Modernization Project to meet a need observed on a national level for a modern, modular, and comprehensive Early Intervention Data Management System (EIDMS). This large product development effort has resulted in a new state-of-the-art EIDMS that greatly improves the management, coordination, and communication of Early Intervention services. CQuest's EIDMS ultimately realizes the vision of CQuest leadership to provide Early Intervention Programs with a solution that brings together and serves all stakeholders. This solution was designed and developed based on CQuest's 20+ year knowledge and experience serving the Illinois Early Intervention Program and its long history of successful management information development projects.

- Catalyst - CQuest provides support services to the State of Kentucky for its grants management system utilized by the Tobacco Prevention & Cessation, Diabetes Prevention & Control, Emergency Preparedness, and Maternal & Child Health Programs. As of June 30, 2020, the Maternal & Child Health Program no longer utilizes this system and the related support services.
- Crash Information - CQuest provided its expertise in information technology to promote human services and public safety in support of the State of Illinois' Crash Information Training Resource Initiative. This work occurred from September 2018 through January 2019 and was for the State of Illinois Department of Transportation. Due to the work, crash data reports could be developed and usefully relied upon by state and federal authorities and others to enhance public safety and general welfare in transportation throughout Illinois.

CQuest America, Inc. and Affiliate

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

1. SUMMARY OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES -
Continued

Community Health PAC, Inc. (PAC) was a corporation formed in June 2014 to encourage health centers to participate in governmental affairs, support the policies of CQuest through appropriate political, educational and legislative activities; and to provide financial support to both individual candidates for office and supporting legally constituted political fund-raising committees. CQuest was the sole owner of the PAC shares from its formation through its dissolution in December 2018.

Significant Accounting Policies

(a) Basis of Accounting

The consolidated financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

(b) Principles of Consolidation

The consolidated financial statements include the accounts of CQuest and PAC because CQuest had both control and an economic interest in the PAC. All material intercompany accounts and transactions have been eliminated. Unless otherwise noted, these consolidated entities are hereinafter referred to as "CQuest."

(c) Cash and Cash Equivalents

CQuest considers all highly liquid investments purchased with maturities of three months or less to be cash equivalents. The PAC cash balance was maintained in a separate checking account segregated from CQuest's operating assets until the dissolution of the PAC in December 2018.

Repurchase agreements involve the purchase by CQuest of a security that the bank has agreed to buy back on demand. If the bank defaults and the collateral value declines, CQuest might incur a loss. If the bank declares bankruptcy, CQuest may not be able to sell the collateral at the desired time. The securities subject to the repurchase agreement will be held by the bank and valued daily so the value of the collateral is equal to the loan. The term of the agreement is generally quite short, possibly overnight or for a few days. As of June 30, 2019, the collateral was sufficient to cover the repurchase agreements with the bank.

CQuest America, Inc. and Affiliate

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

1. SUMMARY OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES -
Continued

(c) Cash and Cash Equivalents - Continued

The repurchase agreements were terminated in December 2019 as CQuest transitioned to insured cash sweep accounts, with United Community Bank serving as the custodian. The insured cash sweep accounts maintain cash balances at various financial institutions below the Federal Deposit Insurance Corporation (FDIC) limit of \$ 250,000. This is a beneficial and secure cash management option, where cash is swept to and from other financial institutions that are part of large proven network known as the Promontory Interfinancial Network.

(d) Accounts Receivable

Management considers all receivables to be current and does not utilize an allowance for doubtful accounts. It is CQuest's policy to charge off uncollectible accounts receivable when management determines the receivable will not be collected.

(e) Property and Equipment

CQuest records property and equipment additions over \$ 2,500 at cost, or if donated, at fair value on the date of donation. Depreciation is computed on a straight-line method over estimated useful lives of the assets ranging from 3 to 5 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation are removed from the accounts, and any resulting gain or loss is included in the consolidated statement of activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed immediately.

(f) Intangible Assets

Goodwill resulted from CQuest's acquisition of Starling Systems, Inc. on November 1, 2007 for an amount in excess of the fair value of the net assets acquired. For the year ended June 30, 2019, CQuest evaluated goodwill for possible impairment, and an impairment requiring a value adjustment to the asset did not exist. Beginning July 1, 2019, CQuest elected to amortize its goodwill over a ten-year period per FASB ASU 2019-06.

CQuest America, Inc. and Affiliate

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

1. SUMMARY OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES -
Continued

(g) Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions - Net assets available for use in general operations and not subject to donor restrictions.

Net Assets With Donor Restrictions - Net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

CQuest had no net assets with donor restrictions at June 30, 2020 and 2019.

(h) Income Tax Status

CQuest is a not-for-profit organization and claims exemption from Federal and State income taxes under Section 501(c)(4) of the Internal Revenue Code and similar provisions of State tax codes.

CQuest follows accounting principles generally accepted in the United States of America which sets a minimum threshold for financial statement recognition of the benefit of a tax position taken or expected to be taken in a tax return. Tax positions for the open tax years as of June 30, 2020 were reviewed, and it was determined that no provision for uncertain tax positions is required.

CQuest conducts business solely in the U.S. and, as a result, files income tax and information returns for the U.S. and Illinois. In the normal course of business, CQuest is subject to examination by taxing authorities. However, at present, there are no ongoing income tax audits or unresolved disputes with the various tax authorities that CQuest currently files or has filed with.

CQuest America, Inc. and Affiliate

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

1. SUMMARY OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES -
Continued

(h) Income Tax Status - Continued

The PAC's primary purpose was to carry on one or more exempt functions as a political organization as defined under Internal Revenue Code Section 527 and Treasury Regulation 1.527-2(c). The PAC had minimal financial activity during the year ended June 30, 2019 prior to its dissolution in December 2018.

(i) Allocated Costs

The costs of providing services under the various programs and other activities have been reported on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs benefited.

(j) Revenue Recognition

Contract revenues are recorded in the year earned, except for the MSC eWIC, State of Hawaii Code Merge, State of Hawaii eWIC, State of Tennessee WIC Development and Implementation, State of Idaho WIC EBT Initiative, and State of Oregon WIC Transfer and Implementation projects. Revenue from these projects are recognized on the percentage-of-completion method, measured by the proportion of project costs incurred to date to the estimated total project costs for the contract. That method is used because management considers costs incurred to be the best available measure of progress on the contract in process. Provisions for estimated losses on uncompleted contracts are made in the year in which such losses are determined.

The asset, "Earned contract revenue not yet billed," represents revenue recognized in excess of amounts billed. The liability "Deferred contract revenue," represents billings in excess of revenue recognized.

(k) Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

CQuest America, Inc. and Affiliate

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

1. SUMMARY OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES -
Continued(l) Subsequent Events

Subsequent events are events or transactions that occur after the statement of financial position date but before the consolidated financial statements are issued or are available to be issued. These events and transactions either provide additional evidence about conditions that existed at the date of the consolidated statement of financial position, including the estimates inherent in the process of preparing consolidated financial statements, or provide evidence about conditions that did not exist at the date of the consolidated statement of financial position but arose after that date.

CQuest has assessed events that have occurred subsequent to June 30, 2020 through October 1, 2020, the date the consolidated financial statements were available to be issued, for potential recognition and disclosure in the consolidated financial statements. No events have occurred that would require adjustment to or disclosure in the consolidated financial statements.

(m) Reclassifications

Certain reclassifications of prior year amounts have been made to conform to the 2020 presentation.

2. LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

CQuest strives to maintain liquid financial assets sufficient to cover 90 days of general expenditures. Financial assets in excess of daily cash requirements are invested in money market funds and other highly liquid investments that have a maturity of less than three months.

The following table reflects CQuest's financial assets as of June 30:

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 665,184	\$ 1,403,951
Accounts receivable	<u>1,406,293</u>	<u>964,045</u>
Total financial assets available to meet cash needs for general expenditures within one year	<u>\$ 2,071,477</u>	<u>\$ 2,367,996</u>

CQuest America, Inc. and Affiliate

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

2. LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS - Continued

CQuest regularly monitors the availability of resources required to meet its operating needs and contractual commitments. In addition to financial assets available to meet general expenditures over the next 12 months, CQuest usually operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures, unless the board approves investing prior earnings in business and product development efforts to strategically grow the organization or maintain current customer relationships. CQuest also has a line of credit to meet short-term needs. See note 7 for information about this available financing.

3. STATEMENT OF CASH FLOWS INFORMATION

At June 30, cash and cash equivalents consisted of the following:

	<u>2020</u>	<u>2019</u>
Demand deposits	\$ 70,056	\$ 49,372
Money market accounts	-	52,509
Insured cash sweep accounts	595,128	-
Repurchase agreements	<u>-</u>	<u>1,302,070</u>
Total	<u>\$ 665,184</u>	<u>\$ 1,403,951</u>

No cash was paid for income taxes for the years ended June 30, 2020 and 2019. Interest of \$ 40,535 and \$ 22,318 was paid in the years ended June 30, 2020 and 2019, respectively.

4. CONCENTRATION OF CREDIT RISK

CQuest maintains cash balances at a financial institution in Springfield, Illinois as well as at financial institutions that are part of a large proven network known as the Promontory Interfinancial Network. Accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$ 250,000 at each financial institution. At June 30, 2020 and 2019, CQuest's cash balances on deposit at the financial institution did not exceed the insured limit.

CQuest America, Inc. and Affiliate

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

4. CONCENTRATION OF CREDIT RISK - Continued

CQuest invested daily in repurchase agreements with United Community Bank, which had a balance of \$ 1,302,070 at June 30, 2019. Even though these were not FDIC insured, United Community Bank agreed to repurchase the securities backed by the United States government plus accrued interest. These agreements were terminated in December 2019.

CQuest has not experienced any losses on excess amounts or repurchase agreements, and believes it is not subject to any significant risk on cash and cash equivalents.

5. PROPERTY AND EQUIPMENT

At June 30, the cost and accumulated depreciation of property and equipment were as follows:

	<u>2020</u>	<u>2019</u>
Furniture, equipment, and software	\$ 935,721	\$ 897,954
Leasehold improvements	<u>11,641</u>	<u>-</u>
	947,362	897,954
Less accumulated depreciation	<u>(748,596)</u>	<u>(703,969)</u>
Property and equipment, net	<u>\$ 198,766</u>	<u>\$ 193,985</u>

Depreciation expense for the years ended June 30, 2020 and 2019 totaled \$ 83,682 and \$ 134,699, respectively.

CQuest America, Inc. and Affiliate

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

6. GOODWILL

At June 30, the cost and accumulated amortization of goodwill is as follows:

	<u>2020</u>	<u>2019</u>
Goodwill	\$ 137,511	\$ 137,511
Less accumulated amortization	<u>(13,751)</u>	<u>-</u>
Goodwill, net	<u>\$ 123,760</u>	<u>\$ 137,511</u>

Amortization expense for the years ended June 30, 2020 and 2019 totaled \$ 13,751 and \$ -0-, respectively.

7. LINE OF CREDIT

At June 30, 2020, CQuest had a line of credit agreement with United Community Bank, totaling \$ 1,750,000 with a maturity date of April 20, 2021. At June 30, 2019, CQuest had a line of credit agreement with United Community Bank, totaling \$ 1,250,000 with a maturity date of April 20, 2020. At June 30, 2020 and 2019, total outstanding balances were \$ 750,000 and \$ 400,000, respectively. The interest rates on the lines of credit, payable monthly, were 4.50% and 6.25% at June 30, 2020 and 2019, respectively.

CQuest America, Inc. and Affiliate

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

8. NATURAL EXPENSE CLASSIFICATION

CQuest's functional expenses by natural expense classifications are shown below:

Year ended June 30, 2020

	WIC Program	Early Intervention Program	Other Programs	Management and General	Total
Personnel expenses	\$ 2,330,329	\$ 1,735,432	\$ -	\$ 551,432	\$ 4,617,193
Professional services	1,750,851	1,055,370	21,328	183,864	3,011,413
Contribution expense	-	-	45,000	-	45,000
Board stipends	-	-	-	37,500	37,500
Travel	56,963	13,654	1,175	27,771	99,563
Occupancy and telephone	275,212	283,359	-	107,151	665,722
Supplies, equipment and leased equipment	54,425	59,127	-	6,269	119,821
Equipment maintenance	150,094	204,283	-	36,910	391,287
Postage and printing	1,306	298,411	-	3,098	302,815
Depreciation and amortization	41,019	31,464	-	24,950	97,433
Interest expense	16,749	17,367	-	6,419	40,535
Licenses and fees	54,140	51,494	15	16,677	122,326
Other expenses	<u>37,292</u>	<u>37,508</u>	<u>-</u>	<u>54,498</u>	<u>129,298</u>
Total expenses	<u>\$ 4,768,380</u>	<u>\$ 3,787,469</u>	<u>\$ 67,518</u>	<u>\$ 1,056,539</u>	<u>\$ 9,679,906</u>

CQuest America, Inc. and Affiliate

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

8. NATURAL EXPENSE CLASSIFICATION - Continued

Year ended June 30, 2019

	<u>WIC Program</u>	<u>Early Intervention Program</u>	<u>Other Programs</u>	<u>Management and General</u>	<u>Total</u>
Personnel expenses	\$ 2,708,554	\$ 1,295,470	\$ 21,759	\$ 691,444	\$ 4,717,227
Professional services	1,728,108	353,476	8,573	107,418	2,197,575
Contribution expense	-	-	201,341	5,000	206,341
Board stipends	-	-	-	70,000	70,000
Travel	98,320	43,047	-	61,061	202,428
Occupancy and telephone	345,602	224,613	-	100,748	670,963
Supplies, equipment and leased equipment	28,243	42,899	-	24,108	95,250
Equipment maintenance	138,349	159,927	-	26,376	324,652
Postage and printing	2,913	297,923	33	3,045	303,914
Depreciation	92,603	31,261	-	10,835	134,699
Interest expense	11,900	7,188	-	3,230	22,318
Licenses and fees	57,388	46,979	30	10,253	114,650
Other expenses	<u>30,490</u>	<u>18,464</u>	<u>-</u>	<u>55,732</u>	<u>104,686</u>
Total expenses	<u>\$ 5,242,470</u>	<u>\$ 2,521,247</u>	<u>\$ 231,736</u>	<u>\$ 1,169,250</u>	<u>\$ 9,164,703</u>

9. PENSION AND POSTRETIREMENT BENEFIT PLANS

CQuest has a profit-sharing pension plan titled the CQuest America, Inc. Employees Pension Plan. With a safe harbor election, employees are vested 100% once they are eligible to receive contributions. The plan is structured as a 401(a) plan under the Internal Revenue Code. These accounts are in the individual employees' name. Contributions of \$ 100,074 and \$ 93,512 were made to the profit-sharing pension plan for the years ended June 30, 2020 and 2019, respectively.

Effective as of January 1, 2014, CQuest's President and CEO's employment contract provides for additional compensation. At the President and CEO's option, this additional compensation may be deferred or paid currently. During the years ended June 30, 2020 and 2019, the President and CEO received additional compensation of \$ 23,304 and \$ 51,301, respectively, under this contract provision.

CQuest America, Inc. and Affiliate

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

9. PENSION AND POSTRETIREMENT BENEFIT PLANS - Continued

CQuest contributed an additional percentage of annual salary to a 457(b) retirement plan for the Chief Financial Officer (CFO) and vice presidents for the years ended June 30, 2020 and 2019. These contributions are vested immediately and the accounts are in the employees' names. Total contributions were \$ 17,572 and \$ 12,002 for the years ended June 30, 2020 and 2019, respectively.

CQuest also offers employees the opportunity to contribute to a 401(k) tax deferred retirement savings plan. CQuest makes no contributions on behalf of its employees into the 401(k) plan. Each account is in the individual employees' name and is completely vested and transferable when they terminate employment.

10. OPERATING LEASE COMMITMENTS

CQuest leases its office facilities in Springfield, Illinois from Illinois Primary Health Care Association (IPHCA) under an operating lease that expires on December 1, 2026. This lease required monthly payments of at least \$ 41,157 through March 31, 2018, with an additional amount due based on the budgeted operating expenses of the current year. Effective April 1, 2018, the lease agreement was amended. The amended lease requires monthly payments of \$ 41,762, with an additional amount due if CQuest's allocable share of expenses exceed the base year expenses. CQuest leased office space in Olympia, Washington under an operating lease that expired on January 31, 2019. CQuest also leases office equipment with varying expiration dates.

Rental expense was \$ 532,191 and \$ 599,471 for the years ended June 30, 2020 and 2019, respectively.

Future minimum payments on the above operating leases are as follows for the years ending June 30:

2021	\$ 526,930
2022	526,930
2023	526,930
2024	515,650
2025	503,362
Thereafter	<u>709,958</u>
Total	<u>\$ 3,309,760</u>

CQuest America, Inc. and Affiliate

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

11. CAPITAL LEASE OBLIGATION

During the year ended June 30, 2018, CQuest acquired technology equipment under a non-cancellable lease purchase agreement which requires thirty-six monthly payments of \$ 2,896 through August 2020 with a buyout option of \$ 11,583. The equipment has a net book value of \$ 48,621 at June 30, 2020.

Future minimum lease payments due for the years ending June 30 are as follows:

2021	\$ 17,375
Less amount representing interest	<u>(53)</u>
Present value of net minimum capital lease payments	17,322
Less current maturities	<u>(17,322)</u>
Long-term portion	<u>\$ -</u>

Interest expense on the capital lease obligation was \$ 716 and \$ 1,390 for the years ended June 30, 2020 and 2019, respectively.

12. RELATED PARTY TRANSACTIONS

IPHCA is a 501(c)(3) organization that positions its members to be the providers of choice within the communities they serve through advocacy, education, and technical assistance emphasizing the high quality, accessible and integrated health center model of care. IPHCA represents and provides assistance to fifty community health centers (CHCs) in Illinois, as well as two CHCs in Iowa and one in Missouri. These CHCs operate nearly 390 sites and serve approximately 1.4 million patients annually.

CQuest America, Inc. and Affiliate

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

12. RELATED PARTY TRANSACTIONS - Continued

For the year ended June 30, 2019, CQuest and IPHCA contracted with each other to share specified services and goods in the interest of achieving cost savings, economies of scale and other benefits to both entities. These shared services where necessary or desirable included, without limitation, information technology infrastructure support, accounting support, administrative support, human resources support, purchasing, maintenance and use of machinery and equipment, telecommunications products and services, payroll processing and FLEX Program services, consulting services, and such other services that benefit operations. IPHCA and CQuest compensated each other for such shared services at cost based on actual third-party invoices, employee time expended, or other reasonable methodologies appropriate to each corresponding expense item.

IPHCA reimbursed CQuest \$ 294,118 for shared services and goods during the years ended June 30, 2019. As of June 30, 2019, the total outstanding accounts receivable due from IPHCA for shared services and goods was \$ 5,786.

CQuest reimbursed IPHCA \$ 33,575 for shared services and goods during the years ended June 30, 2019. As of June 30, 2019, the total outstanding accounts payable due to IPHCA for shared services and goods was \$ 350.

Effective July 1, 2019, CQuest and IPHCA executed a business relationship agreement detailing the services provided by each organization to the other and the related fixed price or hourly cost. This eliminated the prior cost sharing arrangement. As of June 30, 2020, no outstanding amounts were due from or due to IPHCA relating to the business relationship agreement.

IPHCA had a mortgage note with a balance of \$ 3,124,751 and \$ 3,315,040 at June 30, 2020 and 2019, respectively. In addition, IPHCA had a second mortgage note with a balance of \$ 32,770 and \$ 142,156 at June 30, 2020 and 2019, respectively. CQuest is a guarantor for both financing agreements.

On December 1, 2006, CQuest began leasing office space from IPHCA. This is an operating lease that expires on December 1, 2026, which required monthly payments of at least \$ 41,157 through March 31, 2018, with an additional amount due based on the budgeted operating expenses of the current year. Effective April 1, 2018, the lease agreement was amended. The amended lease requires monthly payments of \$ 41,762, with an additional amount due if CQuest's allocable share of expenses exceed the base year expenses. Lease expense of \$ 501,147 and \$ 520,944 was incurred by CQuest for the years ended June 30, 2020 and 2019, respectively, relating to space occupied within IPHCA's building. As of June 30, 2020 and 2019, total outstanding amount due to IPHCA for rent was \$ -0- and \$ 19,798, respectively.

CQuest America, Inc. and Affiliate

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

12. RELATED PARTY TRANSACTIONS - Continued

Illinois Community Health Foundation, Inc. (Foundation) promotes the social welfare of medically underserved communities throughout the State of Illinois. CQuest has common board members with the Foundation and is considered a related party. CQuest contributed \$ 45,000 and \$ 201,341 to the Foundation during the years ended June 30, 2020 and 2019, respectively.

13. CONCENTRATION OF FUNDING

The majority of CQuest's revenues are from multi-year, multi-million dollar contracts with various government agencies. For the years ended June 30, 2020 and 2019, approximately 98% of CQuest's total support and revenues were from contract revenues from nine government agencies. CQuest maintains strong working relationships with these government agencies and anticipates a continuation of these contracts.

14. RISKS AND UNCERTAINTIES

As a result of the spread of the COVID-19 coronavirus, economic uncertainties have arisen which may negatively impact CQuest. At this point, the extent to which the COVID-19 outbreak may impact the financial position or changes in net assets is uncertain.



2021 CQuest Board of Directors

Berneice Mills-Thomas, Chair

Robert Klutts, Vice Chair

Kim Mitroka, Secretary/Treasurer

Kevin Davis, President & CEO

Jim Nelson

Virgil Tolbert

Dan Vicencio, M.D.

Henry Taylor

CHANDI MAHINDA

Service Manager

- SUMMARY**
- Over 20 years of experience providing exceptional customer service
 - Over 5 years of managerial experience

- SKILLS**
- Project Management / Coordination
 - Customer Service
 - Quality Assurance Testing
 - Software Defect / Bug Management
 - Functional Specifications Documentation
 - SQL Programming
 - Computer Hardware

EXPERIENCE CQUEST AMERICA, INC., OLYMPIA, WASHINGTON

Project Coordinator

April 2018 – Present

- Lead multiple teams of developers, testers, business analysts, and help desk staff in the transfer and implementation of the MSC WIC System to Tennessee WIC (TNWIC).
- Serve as administrator to CustomerWise and DevSuite CRM application; custom designed, implemented, and maintained multiple customer environments to fit the specific needs of the customer.
- Provide status reports, communicate outstanding issues, and manage resolutions; hosted weekly meetings during pilot and rollout to assess functionality and confirm final designs with customers and application developers.
- Oversee and support the conversion, rollout, and implementation of TNWIC; managed the project team through the UAT process; logged, fixed, and tested all defects found during the conversion and pilot phases.
- Create multiple training hand books and provide detailed on-site walk-through training for Tennessee WIC's help desk, DBAs, and networking staff.
- Provide on-site training for software end users.
- Perform system analysis; gather and assist in maintaining all requirements and specification documents and customer documentation.
- Identify improvement to business processes and propose solutions and timing of their implementation.

Business Lead

April 2017 – March 2018

- Led a team of local and remote staff including software developers, DBAs, QA testers and help desk on the development and merging of Hawaii's legacy WIC MIS system to the transferred MSC WIC System (HiWIC).
- Monitored the data conversion from Hawaii's original software to HiWIC.
- Oversaw the functionality testing of software.
- Monitored all software bugs, defects, and upgrades in TFS, and ensured all issues were attended to and completed in a timely manner.
- Researched and oversaw all hardware upgrades to ensure compatibility with CQuest software.
- Designed Android UPC scanning application to collect data using TracerPlus.
- Implemented program deployment schedule and met deadlines for all production release rollouts for bug fixes and upgrades; managed schedule for UAT data refreshes.
- Led bi-weekly meetings with Hawaii WIC's primary stakeholders to communicate, collaborate, and discuss issues and solutions to ensure quality development and service.
- Provided weekly project status reports to executive management.

CHANDI MAHINDA *Service Manager*

Business and QA Analyst
January 2015 – April 2017

- Worked directly with developers to track and test updates to applications.
- Installed individual software components to prepare for testing; designed automated test cases using Smart Bear TestComplete Automated software.
- Documented software defects and performed additional testing to verify all issues were fixed before final delivery.
- Documented functional specifications for new applications and converted technical specifications to functional specifications.
- Tested all applications and updated use/test cases and functional specifications for a Sybase-to-SQL conversion.
- Created business flowcharts using Microsoft Visio; custom Windows Mobile app using the TracerPlus software suite; and high definition training and demo videos using Vegas Pro and Adobe Creative Suite 6.
- Utilized additional programs such as SQL Server 2014 Management Studio, PowerBuilder, Sybase, Windows ClickOnce applications, Windows Mobile Device Center, MyMobiler, Microsoft Visio, and .NET.

Software Support Specialist II
November 2013 – January 2015

- Supported end users of the MSC WIC System for 4 WIC Programs in 4 time zones.
- Provided troubleshooting support via remote login to end users' computers/servers utilizing Remote Desktop Protocol (RDP), LogMeIn, or GoToMeeting.
- Regularly updated SharePoint database to ensure data accuracy.
- Installed networked check and letter printers with static IP addresses using drivers located on FTP site.
- Administered and maintained end user accounts, permissions, and access rights.
- Performed daily RDP into state servers to monitor the status of running applications to ensure quality performance of the server's CPU.
- Responsible for the daily issuance and redemption of timely vendor payments.
- Utilized additional programs such as Server 2008 R2, VB.Net, SQL, and Cisco Jabber.

ADDITIONAL PROFESSIONAL EXPERIENCE (1998 – 2013)

- Hyperion, Inc. – IT Technician
- Illini Country Club – System Administrator
- MetLife, Inc. – Administrative Functional Manager
- Computer and Telephone Systems – IT Sales and Service Manager
- Family Video Movie Club – Computer Team Leader

EDUCATION EASTERN ILLINOIS UNIVERSITY, CHARLESTON, ILLINOIS
Bachelor of Arts – Finance

CERTIFICATIONS & SPECIAL TRAINING

- Currently working on Project Management Professional (PMP) certification
- 11 Management Certifications, Fred Pryor Seminars

NICHOLAS FRIEDERICH

Network Support Specialist II

SUMMARY Dependable, A+ Certified Computer and Network Technician with eighteen years of experience in the networking field and over twenty-one years of computer repair and general computer experience.

EXPERIENCE CQUEST AMERICA, INC., SPRINGFIELD, WASHINGTON

Network Support Specialist II

2014 – Present

- Provide local and remote support for thousands of desktops, laptops, servers, printers, scanners, signature pads, & MIFI devices across multiple states.
- Support hundreds of WIC clinics with various remote support including but not limited to Windows updates, Windows Upgrades, hardware recommendations, hardware purchasing, hardware diagnosis, software diagnosis, Anti-Virus maintenance and updates, and device imaging.
- Support multiple servers and services with external facing web applications for multiple customers across multiple states, including web application software deployment.
- Responsible for customer facing application testing with multiple operating systems and multiple architectures.
- Responsible for entire state of New Hampshire WIC clinic IT support including Server, desktop, laptop, tablet, and printer support. New Hardware ordering, inventory, and imaging. Anti-Virus administration, domain administration, new user creation, end-user assistance including training and diagnostics. Server backups, traveling clinics with mobile setups, WSUS maintenance, and all FSMO roles.

LRS CONSULTING SERVICES, SPRINGFIELD, ILLINOIS

Consultant

2013 – 2014

- Consulting services contracted to CQuest America Inc. located in Springfield, IL to provide remote software and hardware support to thousands of WIC clinic staff.

UNITED COMMUNITY BANK, CHATHAM, ILLINOIS

IT Networking Engineer

2012 – 2013

- Provided support for 350+ desktop computers, 70+ servers, and 50+ printers.
- Support VMWare ESXi cluster with Veeam backups, Symantec Anti-Virus, PRTG Network monitoring, Server 2003, 2008, 2008R2, 2012, Windows XP, Windows Vista, Windows 7/8.
- Completed an average from 100-200 tickets weekly including user support and server support/project tickets. Also tasked with daily review of multiple system logs and events.
- Provided CAT5/6 cabling and termination with patch panels, server implementation both physical & virtual, firewall adjustments, proxy and Barracuda Spam filter management.
- Creation of Desktop/Laptop images via WDS, physical deployment with user training.

NICHOLAS FRIEDERICH

Network Support Specialist II

- Provide real time website editing and creation, Infopath and Visio form creation.
- Support Office 2007, 2010, & 2013. Support SQL 2005, 2008, 2008R2, & Phone systems.

MICROCHIP COMPUTER SOLUTIONS, SPRINGFIELD, ILLINOIS

IT Systems Engineer

2011 – 2012

- Managed new PC installs, hardware, software installation, hardware recommendations.
- Responsible for client's PCs, WiFi, cabling, Windows server 2003, 2008, SBS2011, Exchange 2007, 2010, Trend, ESET, and Symantec backup servers.
- Server migrations, email migrations, network planning, network diagnostics, group policy.
- Desktop, laptop, server, printer, copier, phones, backups, WAP, and mobile support.
- Provide user training, setup and manage server FSMO roles, patch/software testing, etc.

STINSON MORRISON HECKER, ST. LOUIS, MISSOURI

Information Systems Support Specialist

2010 – 2011

- Managed new PC installs, hardware, software installation, data cabling, AV wiring.
- Responsible for Windows server 2003, 2008, Exchange 2007, and Veritas backup servers.
- Provided hardware inventory, including updates, group policy creation, and end-user support.
- Unattended software installations, VB scripting, Batch file creation.
- Responsible for on-site support for the St. Louis office of over 100 employees. Support including Windows XP, Windows 7, Office 2007, Altiris, Dell laptops and desktops, HP printers, Fujitsu flatbed scanners, Canon copiers, VPN, Mobile devices, terminal services.

STONE CARLIE & Co. LLC, ST. LOUIS, MISSOURI

System Administrator

2006 – 2010

- Manage new PC / phone installs and new user training, Blackberry, iPhone, Palm, Droid
- Responsible for PDC, file server, Terminal Server, print server, back-up server.
- Windows Server 2003, Exchange 2003, Symantec backup 11d, Norton Ghost 14.
- Compiled research / recommendations on equipment, disaster recovery, and software.
- Supported over 100 Cs, 20 Printers, and 6 physical servers.

NICHOLAS FRIEDERICH

Network Support Specialist II

- Remote desktop, VPN, and Terminal server support.

REINERT & ROURKE, P.C., ST. LOUIS, MISSOURI

Systems Administrator

2004 – 2005

- Manage new PC images and installs with new user training.
- Responsible for SBS Server, networked printers, and 25+ computers with 35+ users.
- Preventive maintenance on all computers including weekly spyware and AV scans.
- Software support including Office 2000/2003, Windows 98, 2000, XP.
- Provide up to date inventory and asset tracking along with hardware ordering.

LINCOLN TRAIL, INC., ST. LOUIS, MISSOURI

Operations Manager / Network Administrator

1999 – 2011

- Creation and documentation of network, including multiple servers, desktops, laptops and printers with 20+ users.
- Provide cabling including Cat3/5/5e wiring, patch panel and switch racking.
- Support Microsoft Office and Windows support.
- Manage daily schedule with multiple employees including weekend rotation and problem resolution.
- Provide excellent customer support, part time sales, daily inventory, and product ordering.

EDUCATION RANKEN TECHNICAL COLLEGE, ST. LOUIS, MISSOURI

Associates in Computer Networking Technology / Information Technology

CERTIFICATIONS & SPECIAL TRAINING GLOBAL KNOWLEDGE, SCHAUMBURG, ILLINOIS

Upgrading Your Skills to Windows Servicer 2016 (5-day workshop)
 Configuring Advanced Windows Server 2012 Services (5-day workshop)
 Administering Windows Server (5-day workshop)

TECHNICAL PROFICIENCIES

- | | | |
|--|---|---|
| <ul style="list-style-type: none"> • Windows Server 2000-2019 including SBS editions • Mac OSX • Exchange 2003-2013 • LAN/WAN • Active Directory • DHCP • DNS • VPN • IIS • 802.11 wireless • Bomgar • GoToAssist • Veritas/Symantec/Windows backup coaxial cabling | <ul style="list-style-type: none"> • CAT 5/5e/6 cabling • MySQL server • RDP • digital and Cisco VoIP phones • Cisco ASA • IPCop • Checkpoint • & PFSense Firewalls • Norton Ghost • Acronis • ESET/Symantec Anti-Virus • End-user training • Microsoft Office 97-2019 | <ul style="list-style-type: none"> • Windows 95, 98, 2000, XP, ME, Vista • Windows 7/8/10, • Hyper-V • VMWare ESXi • Fireworks • Dreamweaver • Blackberry, iPhone, Droid, Palm Pilot, • Track-IT • Linux • CustomerWise • MobileIron |
|--|---|---|

BETH MUNN

Senior Database Administrator

- SUMMARY**
- Senior-level technical resource with extensive knowledge and experience as a Database Administrator.
 - Provides Tier 2 and Tier 3 production support.
 - Production Environment Manager and Production Deployment Manager
 - Excels in enterprise setting where data design, integrity, and accessibility are critical.

-
- SKILLS**
- High-energy leader, manager, and technical expert with a proven background in database management, project management, and data extraction/reporting.
 - Managed multiple replicating mission critical production environments that include 100+ distributed locations.
 - Proficiently managed multiple production, test, and development environments simultaneously.
 - Monitored and tuned the performance of complex T-SQL queries and stored procedures by analyzing the execution plan.
 - Collaborates with analysts and developers to ensure data designs meet system standards and maintain data integrity.
 - Highly skilled at developing large, complex ad-hoc reports using Transact SQL.
 - Oversees Help Desk/Customer Support team and reported issues triage and resolution.
 - Effective communicator with excellent writing and editing skills.
 - Efficient organizational and planning skills. Self-motivated and results driven.
 - Recognized and valued by colleagues for honesty, integrity, ability to work collaboratively on teams, and ability to approach work as a fun endeavor.

EXPERIENCE CQUEST AMERICA, INC., SPRINGFIELD, ILLINOIS

Senior Database Administrator & Deployment Manager

June 2008 – Present

- Lead DBA; develop and administer WIC (Women and Infant Children) programs. Manage multiple priorities, projects, people, and data. Provide environment management including software, database scripts, and deployments.
- Accountable for data integrity for all WIC clinics in four states, as well as consolidated databases at state offices. Data integrity includes:
 - Extracting and restoring corrupted databases
 - Disaster recovery and business continuity
 - Replication synchronization
 - Data recovery
- Manage call-center triage and escalation process including multiple help desk, junior DBAs, testing, analysis and development staff; provided 2nd & 3rd tier support to customers.
- Ensure a rapid response pursuant to the Service Level Agreement (SLA); reported measured customer satisfaction results for multiple customers concurrently.
- Regularly monitor daily financial transactions between clinics and financial institutions and resolve any discrepancies.
- Deliver month- and year-end financial and participation reports to secure federal funding.
- Lead coordination and deployment of software, updates, and database scripts to test and production environments.

BETH MUNN

Senior Database Administrator

**WASHINGTON STATE DEPARTMENT OF HEALTH – WIC PROGRAM, OLYMPIA,
WASHINGTON**

Lead Database Administrator

March 2003 – June 2008

- Lead DBA; Provide food vouchers and nutrition education to low income clients throughout the state of Washington in a replicating environment. Supervised 2 junior DBAs.
- Ensured data integrity for 167 clinics throughout Washington State as well as consolidated databases at state office. Data integrity included:
 - Splits and merges of clinic databases
 - Extracting and restoring broken databases
 - Upgrading database software
 - Disaster recovery and business continuity
 - Replication synchronization
- Created, developed, and executed ad-hoc reporting for both clinic and state business users.
- Provide 2nd tier support for clinics, including customer satisfaction.
- Researched, recommended, developed, and implemented new processes and procedures at local and state levels.
- Monitored, corrected, and ensured the accuracy of daily financial transactions between clinics and financial institutions.
- Delivered financial reports and period (month-end) close reports to secure federal funding.

ALLIANCE ENTERPRISES, LACEY, WASHINGTON

Quality Assurance Technician

June 2001 – January 2003

- Provided a web based vocational rehabilitation (VR) case management system for various state VR agencies. Exclusively defined test cases and verified accuracy of complex federal reports.
- Coordinated all database conversion activities around the sale; conversion, verification, and packaging the converted data package regardless of source or platform.
- Implemented white-box testing of data conversion from legacy mainframe systems to SQL 2000 using Transact SQL, Query Analyzer and Enterprise Manager.
- Developed problem descriptions and re-creation scenarios sufficient to enable developer correction and turnaround for re-test.
- Directed the approval or denial of code readiness for deployment.
- Managed the design, compilation, documentation and maintenance of test plans/scripts.
- Analyzed technical and business requirements and testing using system specifications.
- Debugged DTS packages.
- Assisted in the verification and assignment of support desk issues from clients.
- Maintained test environments and data to accurate testing and documentation of tests.

BETH MUNN

Senior Database Administrator

IDEAWORKZ, BELLEVUE, WASHINGTON

Web Developer (IT Insight's Contract)

March 2001 – June 2001

- Implemented website design and served as a technology consultant to non-technical staff.
- Developed the page flow for the website.
- Implemented 21 HTML pages.
- Wrote scripts to load/display different pages depending on the date.
- Defined business requirements.
- Verified and documented application accuracy prior to implementation.

IT INSIGHTS, BELLEVUE, WASHINGTON

Web Developer

January 2001 – March 2001

- Responsible for ensuring the website was easily maintainable/updateable for non-technical staff.
- Identified requirements, defined functionality, designed and developed the site as a unified package.
- Trained nontechnical staff in to update and publish changing content via FTP.

EDUCATION EVERGREEN STATE COLLEGE, OLYMPIA, WASHINGTON

Bachelor of Science – Computer Science

TRISH RATTERREE*Quality Assurance Specialist II***SUMMARY**

- Over 20 years of customer operations experience in various business roles supporting fast-paced, deadline-driven software development and implementation projects
- Most recent experience includes supporting software testing for the Electronic Billing Transaction implementation for the Women, Infants and Children (WIC) program

SKILLS

- Quality Assurance
- Defect Management
- Business Analyst
- Requirement Analysis
- User Acceptance Testing
- Release Planning

EXPERIENCE**CQUEST AMERICA, INC., SPRINGFIELD, ILLINOIS***CQuest - Quality Assurance Specialist – Independent Contractor**May 2018 – Present as Employee April 2015 – May 2018 – Independent Contractor*

- Conduct application testing for software certification; perform unit, regression, integration and end-to-end testing to meet scheduled deadlines
- Support User Acceptance Testing (UAT), remotely and on-site, for new implementation projects and release upgrades
- Write specification documents and test cases for new and modified functionality supporting application changes

CONVERGYS/VERISIGN/HO SYSTEMS*Convergys – Quality Assurance Lead; Verisign & HO Systems - Business Analyst**April 1999 – October 2011*

- Identified test accounts for validation, providing over 300 simple and complex SQL queries to clients' UAT and QA teams
- Met scheduled software release dates 98% of time, averaging four major releases a year and several minor releases
- Supported start-up PCS carrier in developing processes and procedures for use of billing software, spending 75% of time working at specific client locations during first year
- Facilitated formal requirement reviews ensuring understanding between developers, testing personnel, and client's needs for 14 Business Requirement Documents
- Monitored, triaged and documented software issues as identified for UAT

SBC/CELLULAR ONE*SBC/Cellular One – Billing Manager/Customer Service Supervisor**February 1990 – April 1999*

- Met revenue budget goals, keeping fraud under 1% of revenues and cutting printing costs in half
- Successfully managed software migration to new billing system, three times
- Established processes and procedures to develop customer service team in supporting wireless services of four MSAs and six RSA licensed areas

CERTIFICATIONS & SPECIAL TRAINING

- Continuous Education Courses – Online – Supporting new or existing applications/processes
- US Military – US Army – Honorable Discharge

TECHNICAL PROFICIENCIES

- Databases: SQL Server, MS Access
- OS: Windows, AIX, UNIX, Linux
- Applications include but not limited to: Toad, SharePoint, SOAP, MS Office

RICHARD SOLER

Solution Architect

- SUMMARY**
- IT Professional with over 15 years of application development experience
 - Expertise with technologies such as ASP.net, C#, MVC, WPF, WCF, Entity Framework, Team Foundation Server, SQL Server and others
 - Skilled with the full lifecycle development process, including requirements gathering, design, development, testing, debugging, implementation and support
 - Proven track record of designing and implementing flexible solutions which support frequent UI and feature changes
 - Excellent verbal and written communication skills

-
- SKILLS**
- Languages: C#.NET, SQL, WPF/Silverlight, XAML, ASP.NET, MVC, HTML/CSS, Objective-C, Swift, Visual Basic.NET, RPG
 - Methodologies: OOP, IOC, Test-Driven Design, Scrum/Agile software design, Microsoft Patterns/Practices, Service Oriented Design, Domain-Driven Design
 - Operating Systems: Windows 10/8/7, iOS, Mac OSX
 - Databases: SQL Server 2016/2014/2012, SQLite, Entity Framework & NHibernate ORMs, MS Sync Framework
 - Networking: Windows Server 2016/2012, small LAN network routing and set-up
 - Tools: Visual Studio 2012/2010, MS Team Foundation Server 2015/2012, MS Blend/Expression, XCode (iOS), Xamarin, GitHub, SciTech .Net Memory Profiler

EXPERIENCE **CQUEST AMERICA, INC., SPRINGFIELD, ILLINOIS**
Senior Tech Lead Software Developer
April 2017 – Present

- Implement message service to facilitate message exchange of electronic WIC benefits from CQuest application to third-party EBT processor; self-hosted WCF service interacts with the CQuest application service to read EBT event messages, then transforms and sends these events via soap calls to processor's service; and a nightly batch component pulls EBT info down from processor's servers and updates the CQuest system
- Senior tech lead developer on CQuest MSC implementation suite of apps to support WIC health program for the multi-state consortium; developed using WPF presentation layer backed by WCF self-hosted services connected to SQL Server 2016
- Scrum Master for agile methodology used for MSC software development life cycle

ILLINOIS STATE RETIREMENT SYSTEMS, SPRINGFIELD, ILLINOIS
Software Developer (Consultant)
September 2013 – April 2015

- Senior developer on the State Retirement Systems (SRS) engineering effort for employees, judges and general assembly members' retirement system; developed using a WPF/MVC user interface with WCF service layer, which communicates to SQL Server 2008 R2 database through a model-first Entity Framework implementation
- Lead developer on nightly batch application that syncs data from legacy mainframe data store to SRS SQL 2008 Server; applies changes/updates for 480,000 members nightly;

RICHARD SOLER

Solution Architect

written in C# and uses AutoFac as the IOC container

LEVI, RAY AND SHOUP – LRS SPORTS, SPRINGFIELD, ILLINOIS

Software Developer

January 2006 – September 2013

- Senior Developer for design, implementation and maintenance on multi-threaded sports-themed desktop application (EDGE) that provided video analysis services to sports teams, allowing users to assign metadata to video files and the playback of that video associated with metadata searches, reports, etc.; target audience was data driven sports, such as football, where users tend to game plan around plays; application was written in WPF C#.NET using Microsoft Prism and Unity frameworks; server backend used SQL Server 2008 and nHibernate (ORM) in the data access layer
- Lead Developer for design, implementation and maintenance on ancillary iPad sports EDGE application, allowing desktop users to view subset of their video and data on iPad, and to do basic telestration on external monitors; designed as a native iOS app with Objective-C
- Designed the utilization of MS Sync framework to sync the server database to local machines which used SQL Server Express 2008 R2, allowing users to have a portable copy of the data
- Integral in design/architecture of a re-write of the VB6 version of ULTIMA desktop software to WPF version; EDGE
- Senior Developer for design, implementation and maintenance on version of the desktop application, ULTIMA (precursor to the EDGE version); based on VB6 and SQL Server 2005
- Implemented ruby bug tracking system using Redmine software to streamline support/development interaction to address system defects

PREMIER DATA SOFTWARE, SPRINGFIELD, ILLINOIS

Senior Software Engineer

May 2002 – January 2006

- Designed, implemented, maintained, and provided support for VB6/AS400-RPG application for Taft-Hartley labor funds, which tracked health claim paying, employee eligibility, pension contributions and payments, death and disability benefits, and integrated general ledger; based on SQL Server 2000 and had a version on AS400.
- Maintained VB6 based system for parsing HIPAA x12 health claim related files and transfer to client system
- Designed, implemented, and maintained VB6 application for tracking of Amusement and Vending route operators, based on Microsoft Access database; implemented pocket PC application to interface with desktop application
- Conducted technical support, and maintained contact with clients of Amusement/Vending application
- Conducted research and preliminary porting of VB6 programs to VB.NET 2005

RICHARD SOLER

Solution Architect

- Set up and maintained small LAN and office applications/systems

EDUCATION UNIVERSITY OF ILLINOIS AT SPRINGFIELD

Master of Science – Computer Science

WASHINGTON UNIVERSITY IN ST. LOUIS

Bachelor of Arts – Biology

MARIE VanMIDDLESWORTH

Help Desk Specialist II

- SUMMARY**
- Over 3 years of experience providing Help Desk support for CQuest's WIC and Early Intervention customers.
 - Uses technical skills and knowledge of system applications to assist customers.

EXPERIENCE CQUEST AMERICA, INC., OLYMPIA, WASHINGTON

Software Support Specialist II

July 2017 – Present

- Answer calls and create WIC tickets for different WIC Clinics technical issues.
- Research and resolve Level 1 and Level 2 tickets for Kansas, New Hampshire, ITCA and Hawaii Clinics software issues.
- Create WIC Weekly MSC report for KWIC, NH and ITCA.
- Add or remove security clearance requests to clinic staff.
- Keep track and add to the Weekly TFS Running list.
- Test issues that clinic staff are having in the system.
- Answer parent, provider and Service Coordinator calls about Early Intervention bills, provider claim summaries, and parent explanation of benefits.
- Update and notify coworkers of KWIC Clinics address changes.
- Assist Early Intervention Service Providers with setting up Q-claims, submitting claims, and resolving issues they have with hold warnings.
- Send out daily WIC surveys to clinics.
- Train new WIC Helpdesk employees.

Helpdesk Specialist II

June 2016 – July 2017

- Answer questions from Early Intervention Service Provider, parent, and Service Coordinators on accounts and billing procedures.
- Create WIC tickets for different WIC Clinics technical issues and resolve Level 2 tickets as necessary and Level 1 tickets as able.
- Obtain information on resolutions for WIC Clinic issues in order to close tickets in a timely manner.
- Document Excel spreadsheet and send KWIC supply orders issues.
- Update and notify coworkers of KWIC Clinics address changes.
- Support temporary employee questions on billing issues.
- Assist Service Providers with setting up Q-claims, submitting claims, and resolving any issues they have with hold warnings.

ALICE CAMPBELL STAFFING, SPRINGFIELD, ILLINOIS

Temp Helpdesk Specialist I for CQuest America, Inc.

February 2016 – June 2016

- Answer Service Provider, parent, and Service Coordinator questions on accounts and billing procedures.

MARIE VanMIDDLESWORTH

Help Desk Specialist II

MANPOWER, SPRINGFIELD, ILLINOIS

Data Entry

November 2015 – December 2015

- Input various tax documents into application software.
- Verify accuracy of other coworker's data input of tax documents.

MEMORIAL HOME SERVICES, SPRINGFIELD, ILLINOIS

Reimbursement Specialist

November 2015 – December 2015

- Oversaw Medicaid customer bills for accuracy and follow-up.
- Assisted customers with issues regarding their bills in a timely manner. Expressed issues that would contribute to better customer service.
- Obtained prior authorizations for durable medical equipment.
- Processed Medicaid and commercial insurance refunds in a timely manner.
- Assisted Commercial teams with follow up.
- Assisted coworker's with application and minor computer issues.
- Designed a tens unit flyer to help remind customers of their insurance guidelines while renting the units. The flyer for tens unit helped lower lost revenue due to customer's not following up with their physicians in the required time frame.

EDUCATION FREDERICK HIGH SCHOOL, FREDERICK, MARYLAND

CQuest America Inc.Key Personnel

Name	Job Title	Hourly Rate	% Paid from this Contract	Amount Paid from this Contract
Chandi Mahinda	Business Analyst / Project Coordinator	\$111.32	15.30%	\$111.32
Nick Freiderich	Senior Network Analyst	\$93.64	15.30%	\$93.64
Beth Munn	DBA / DA	\$122.77	15.30%	\$122.77
Trish Ratterree	Quality Assurance Specialist	\$95.72	15.30%	\$95.72
Rich Soler	Senior Programmer Analyst	\$133.17	15.30%	\$133.17
Marie VanMiddlesworth	Help Desk Lead / Manager	\$90.51	15.30%	\$90.51

12 MA



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES**

Lori A. Skibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

August 17, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing contract with CQuest America (VC#168898-B001), Springfield, IL 62701 for for enhancements to the Special Supplemental Nutrition Program for Women, Infants, and Children's (WIC) eligibility reporting system, by increasing the price limitation by \$51,775.20 from \$3,630,289.97 to \$3,682,065.17 with no change to the contract completion date of June 30, 2022 effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on September 3, 2014, Item #23. It was subsequently amended with Governor and Council approval on April 22, 2015, Item #20, subsequently amended with Governor and Council approval on December 2, 2015, Item #19, and most recently amended with Governor and Council approval on March 22, 2017, Item #5A.

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

05-95-90-902010-5260000 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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2015	102-500731	Contracts for Prog Svc	90006015	\$491,436.00	\$0	\$491,436.00
2016	102-500731	Contracts for Prog Svc	90006015	\$445,251.06	\$0	\$445,251.06
2017	102-500731	Contracts for Prog Svc	90006015	\$441,618.84	\$0	\$441,618.84
2018	102-500731	Contracts for Prog Svc	90006015	\$441,725.94	\$0	\$441,725.94
2019	102-500731	Contracts for Prog Svc	90006015	\$441,840.69	\$0	\$441,840.69
2020	102-500731	Contracts for Prog Svc	90006015	\$450,688.44	\$0	\$450,688.44
2021	102-500731	Contracts for Prog Svc	90006015	\$454,322.00	\$51,775.20	\$506,097.20
2022	102-500731	Contracts for Prog Svc	90006015	\$463,407.00	\$0	\$463,407.00
			Total:	\$3,630,289.97	\$51,775.20	\$3,682,065.17

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

EXPLANATION

The purpose of this request is to execute a task order with the vendor to convert five (5) reports requiring the removal of the obsolete Active X Reports component and conversion to new functionality. Additionally, this amendment will enhance existing nutrition reports in order to include additional fields and data elements to create a single comprehensive WIC participant nutrition and health summary report on demand. The reports are necessary for providing ongoing care to WIC families and annual reporting to the United States Department of Agriculture, Food and Nutrition Services.

The New Hampshire WIC Nutrition Program provides free healthy food, nutrition education and healthcare referrals to more than 13,000 low-income women, infants and preschool aged children every month. It is vital for WIC nutrition staff to be able to access a single health summary report to share with families upon request. Additionally, it is necessary for the State WIC Office to be able to run United States Department of Agriculture required reports on participation and food redemption each month.

The vendor will add enhancements to the "WIC Certification by Certification Period" report, and convert the following reports to a new format.

- Benefit Issuance Audit Report.
- Benefit Issuance Guided Ad Hoc.
- Card Inventory Summary Report.
- Food Guided Ad Hoc Report.
- Redeemed Records Detailed Report.

The Department will monitor contracted services using the following acceptance criteria:

- Completion of agreed upon report conversions and enhancements verified through User Acceptance Testing.
- Testing and approval by New Hampshire WIC Director by September 30, 2020.
- Removal of the obsolete Active X Reports component from the report coding and conversion to the new format.
- Addition of documented requirements to the WIC Certification by Certification Period history screen and report.
- Converted reports will generate the same output as original reports after conversion.
- Submission of testing verification and documentation for each converted report.

This amendment has been reviewed by the Department of Information Technology. It has been determined that the amendment has no bearing on the security or technology portion of the original agreement and therefore does not require additional reviews.

As referenced in Part I, Form P-37, General Provisions, Paragraph 18 of the original contract, the parties have the option to amend the agreement contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

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

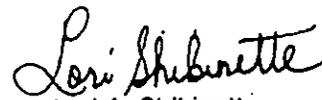
Should the Governor and Council not authorize this request, the federally required reports will not be accessible for United States Department of Agriculture reporting by the NH WIC Program which may lead to being out of compliance and result in audit findings and fines.

Area served: Statewide

Source of Funds: CFDA #10.557, FAIN #201919W100344

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

Respectfully submitted,



Lori A. Shibinette

Commissioner



**New Hampshire Department of Health and Human Services
Operations and Maintenance Services of the NH
WIC Management Information System**

**State of New Hampshire
Department of Health and Human Services
Amendment #4 to the Operations and Maintenance Services of the NH
WIC Management Information System**

This 4th Amendment to the Operations and Maintenance Services of the NH WIC Management Information System contract (hereinafter referred to as "Amendment #4") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Cquest America, Inc., (hereinafter referred to as "the Contractor"), an Illinois non-profit corporation with a place of business at 500 South 9th Street, Springfield, IL 62701.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 3, 2014 (Item #23), as amended on April 22, 2015 (Item #20), as amended on December 2, 2015 (Item #19), and subsequently amended on March 22, 2017 (Item#5A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Contract 2014-017, Agreement – Part I, Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$3,682,065.17.
2. Contract 2014-017, Agreement – Part I, Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
3. Contract 2014-017, Agreement – Part I, Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
4. Contract 2014-017, Agreement – Part II, Section 3. Contract Management, Subsection 3.1. CQuest's Contract Manager to read:

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:

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

5. Contract 2014-017, Agreement – Part II, Section 3. Contract Management, Subsection 3.3 CQuest



**New Hampshire Department of Health and Human Services
Operations and Maintenance Services of the NH
WIC Management Information System**

Key Project Staff, Paragraph 3.3.3.1, to read:

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

CQuest's Key Project Staff:

<u>Function/Job Title</u>	<u>Full or Part Time</u>
Project Manager	Full Time
Senior Network Analyst	Part Time
DBA/DA	Full Time
Quality Assurance Specialist	Full Time
Technical Writer	Full Time
Help Desk Lead	Part Time

6. Contract 2014-017, Agreement – Part II, Section 3. Contract Management, Subsection 3.4 State Contract Manager, to read:

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:

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

7. Contract 2014-017, Agreement – Part II, Section 3. Contract Management, Subsection 3.5 State Project Manager, to read:

3.5 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:

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

8. Add Exhibit 4, Amendment #4, which is attached hereto and incorporated by reference herein.



**New Hampshire Department of Health and Human Services
Operations and Maintenance Services of the NH
WIC Management Information System**

9. Add Exhibit K, DHHS Information Security Requirements, which is incorporated by reference and attached herein.

For reference only:

Delete and replace Table 2 Contract 2014-017-WIC StarLINC System with the following:

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	\$3,546,542.00
2014-017 Amendment 1	1 st Amendment	4/22/15 Item #20	06/30/2022	\$54,756.00
2014-017 Amendment 2	2 nd Amendment	12/02/15 Item #19	06/30/2022	\$28,991.97
2014-017 Amendment 3	3 rd Amendment	03/22/17 Item #5A	06/30/2022	\$0
2014-017 Amendment 4	4 th Amendment	Pending	06/30/2022	\$51,775.20
	CONTRACT TOTAL			3,682,065.17



**New Hampshire Department of Health and Human Services
Operations and Maintenance Services of the NH
WIC Management Information System**

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

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

State of New Hampshire
Department of Health and Human Services

8/20/2020
Date

Lori Shubinette
Name: Lori Shubinette
Title: Commissioner

Cquest America, Inc.

08/13/2020
Date

H Kevin Davis
Name: H. Kevin Davis
Title: President and CEO



**New Hampshire Department of Health and Human Services
Operations and Maintenance Services of the NH
WIC Management Information System**

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

OFFICE OF THE ATTORNEY GENERAL

08/25/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit 4, Amendment #4



Task Order Management Request & Initial Analysis

General Information

Task Order Title: NH Report Conversion & Enhancement

Task Order Number: 2020 - 003

Date Task Order Submitted: 05/29/2020

Task Order Originator: NH

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

Priority Level: Urgent High Medium Low

Section I

Scope of Work

This task order is intended to make enhancements to WIC Certification by Certification Period and convert five other reports listed below which contain obsolete Active X Report component.

The scope of work for this Task Order will include the following areas:

- Add enhancements to existing history screen/report, WIC Certification by Certification Period.
- Convert the following reports to SSRS and remove the obsolete Active X Reports component:
 - Benefit Issuance Audit Report
 - Benefit Issuance Guided Ad Hoc
 - Card Inventory Summary Report
 - Food Guided Ad Hoc Report + TFS#29845
 - Redeemed Records Detail Report
- Complete CR #192 per attached change request document with workgroup documentation.
- Test and document results of testing of each report.
- Supplemental testing and documentation responsibilities during regression testing and UAT testing for a release cycle specifically scheduled for this project.

Description of Tasks

The body of work includes the following tasks:

- Creation of user stories and acceptance criteria.
- Development and bench testing of conversions and enhancements
- Report testing

KD

08/17/2020

Exhibit 4, Amendment #4



Task Order Management Request & Initial Analysis

- Development of tests cases, and report specification documents
- Report deployment activities to test, UAT and Production environments

Assumptions

1. All specified developer/BA-QA task points (work effort) are estimations only.
2. This will not be a new report but rather an enhancement to the existing WIC Certification by Certification Date history screen/report.
3. This task order will be a "fixed price deliverable based" contract amendment that adds human resources to the regular O&M team.
4. The report enhancement work will be managed and incorporated into the MSC v4.4 release cycle prior to September 30, 2020.
5. Resources billing under this task order will work in conjunction with the normal O&M team during regression testing through deployment for the purposes of integration into the release cycle but will bill their hours separately from the monthly O&M bill.

Technical Environment

The technical environment includes Active X Reports and SQL Server Report Services.

Customer assets available to assist in completion of this Task Order

All appropriate staff members in the Multi-State Consortium

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08/17/2020

Page 2

Exhibit 4, Amendment #4


**Task Order Management
Request & Initial Analysis**
Section II

Project Dates (Actual project dates when work was completed)
July 1, 2020 – September 30, 2020

Task Order Completion Date
September 30, 2020

Project Tasks and Estimated Completion Hours

The following table contains estimates of work. As this is a "fixed price deliverables based" task order, the total costs payable upon deployment to production is based upon the work estimates by personnel classification and task stipulated in the following table.

Task #	Task Name	Personnel Classification	Estimated Hours	Rate/Hour	Cost
Project Oversight					
1	Oversee report enhancement	PM	50	\$134.64	\$ 6,732.00
Development					
2	Convert/enhance report to customer specifications	SPA	230	\$130.56	\$ 30,028.80
Testing					
3	Test and document the proper functionality of enhanced report	QA	160	\$93.84	\$ 15,014.40
TOTAL:					\$ 51,775.20

Personnel Classifications:

PM: Project Manager
SPA: Senior Programmer Analyst
QA: Quality Assurance Specialist

General Approach

The approach is to conduct this as a supplemental development project with the goal to convert the five (5) reports requiring the removal of the obsolete Active X Reports component and conversion to SSRS functionality. In addition, CR #192 will be completed which addresses both the conversion and enhancements requested to the WIC Certification by Certification Period History screen/Report.

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Exhibit 4, Amendment #4



Task Order Management Request & Initial Analysis

Payment Schedule

This task order is required to be completed by September 30, 2020. The full amount of the task order will be billed as a "single deliverable" upon deployment and approval from the MSC to production in the fall 2020 release cycle.

Acceptance Criteria

The following are the deliverables for this task order.

1. Completion of agreed upon report conversions and enhancements verified through UAT testing and approval by the MSC.
2. Removal of the obsolete Active X Reports component from the report coding and conversion to SSRS.
3. Addition of documented requirements to the WIC Certification by Certification Period history screen/report
4. Converted reports will generate the same output as original reports after conversion. TFS#29845 which adds inactive subcats to the Food Guided Ad Hoc report will be added to the converted Food Ad Hoc Report as part of this task order.
5. Submission of testing verification and documentation for each converted report.

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08/17/2020

Page 4

Exhibit 4, Amendment #4



Task Order Management Request & Initial Analysis

Section III

MSC WIC Review of the Initial Analysis and approval

This section is completed by MSC WIC's Single Point of Contact.

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

Hawaii Approval

Authorized signature of MSC WIC to proceed as indicated above.

[Handwritten Signature]

Date: 7 / 13 / 2020

ITCA Approval

Authorized signature of MSC WIC to proceed as indicated above.

[Handwritten Signature]

Date: 7 / 13 / 2020

Kansas Approval

Authorized signature of MSC WIC to proceed as indicated above.

David A. Thomson

Date: 7 / 23 / 2020

New Hampshire Approval

Authorized signature of MSC WIC to proceed as indicated above.

[Handwritten Signature]

Date: 7 / 13 / 2020

CQuest Concurrence

Authorized signature of CQuest to proceed as indicated above.

K Kevin Davis

Date: 07 / 24 / 2020

Authorized CQuest Signature

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08/17/2020

Exhibit 4, Amendment #4



Task Order Management Request & Initial Analysis

Task Order Notes

See sample of current child and woman WIC Certification by Certification Period

08/20



WIC Certification by
Certification Period.

07/20



WIC Certification by
Certification Period.

1. Are you wanting this Cert by Cert report adjusted for all of the changes request or are you wanting a new report entirely? Edit existing
 - a. What do you want the report named? Same
 - b. Where do you want the report housed? Same
 - c. Can you please specify what you mean by cert period? Same function as current report- cert date to term date- I'm using the language on the report.
 2. For all of the bullet points are you wanting all of the historical data from the cert period, or just the last record? How does it work now? Data available during the certification period, so it includes up to date data when you run it? Or data entered at time of certification date?
 3. Do you want to show pregnancy info in the Anthro section as well for moms? Not sure what asking...we want PG info on the women report (PG, EF, PP), yes.
 4. Do you want the information on the ATOD history screen on this report now and in the future with the new changes? Yes- does this mean every report that has ATOD on it will need to change once the ATOD screen is changed?
 5. Do you want all of the BFPC notes from the chosen cert period to display? Yes- function same as question #2
 6. Do you just want the name of the food package the use dates for package? yes
 - a. You aren't wanting all foods that were assigned to be on the report correct? correct, just the food package name/tailor name that was issued
- How do you distinguish between a regular note and an Admin note? What is your definition of an Admin or what notes are you wanting to see on the report? The "Notes" screen for staff to add notes that is in the system.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

KD

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract; Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
10. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

11. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
12. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
13. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
14. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
15. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov



Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964



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February 21, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services to amend an existing agreement with Cquest America, Inc. (Vendor #168898-B001), 500 South 9th Street, Springfield, IL 627001, to implement the Electronic Benefit Transfer of the Women, Infants, and Children Nutrition Program benefits (eWIC) by including the federally approved task change order with no change to the price limitation of \$3,630,289.97 and no change to the contract completion date of June 30, 2022. The Governor and Executive Council approved the original agreement on September 3, 2014 (item #23) and subsequent amendments were approved on April 22, 2015 (item #20) and December 2, 2015 (item #19), effective upon Governor and Executive Council approval. This is a zero cost amendment. 100% Federal Funds.

Funds to support this request are available in the following account for State Fiscal Year 2017 and are anticipated to be available in State Fiscal Years 2018, 2019, 2020, 2021 and 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between state fiscal years through the Budget Office, without further approval from the 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	Title	Activity Code	Current Modified Budget	Increase/Decrease	Budget
2015	102-500731	Contracts for Prog Svc	90006015	\$491,436.00	\$0	\$491,436.00
2016	102-500731	Contracts for Prog Svc	90006015	\$445,251.06	\$0	\$445,251.06
2017	102-500731	Contracts for Prog Svc	90006015	\$441,618.84	\$0	\$441,618.84
2018	102-500731	Contracts for Prog Svc	90006015	\$441,725.94	\$0	\$441,725.94
2019	102-500731	Contracts for Prog Svc	90006015	\$441,840.69	\$0	\$441,840.69
2020	102-500731	Contracts for Prog Svc	90006015	\$450,688.44	\$0	\$450,688.44
2021	102-500731	Contracts for Prog Svc	90006015	\$454,322.00	\$0	\$454,322.00
2022	102-500731	Contracts for Prog Svc	90006015	\$463,407.00	\$0	\$463,407.00
			TOTAL:	\$3,630,289.97	\$0	\$3,630,289.97

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

EXPLANATION

The purpose of this amendment is to add to the Scope of Services to include the federally approved Task Change Order in order to implement Electronic Benefit Transfer of Women, Infants and Children Nutrition Program benefits (eWIC) for the delivery of Women, Infants and Children Program benefits.

The New Hampshire Women, Infants and Children Nutrition Program is part of a Multi-State Consortium which consists of New Hampshire, Kansas, and the Inter Tribal Council of Arizona (ITCA). On behalf of the Multi-State Consortium, the United States Department of Agriculture awarded funds in the amount of \$915,067.50 to cover the cost of the Task Change Order for all three states. Therefore, there is no direct cost for these enhancements required from New Hampshire.

This amendment has been reviewed by the Department of Information Technology. It has been determined that the amendment has no bearing on the security or technology portion of the original agreement and therefore, does not require additional reviews.

The New Hampshire Women, Infants and Children Program (WIC) provide approximately 15,000 participants with nutrition education and issuance of the Women, Infants and Children Program Food Vouchers. These vouchers are redeemed for nutritious foods to help keep pregnant women, new mothers, infants, and preschool children healthy. The vouchers can be redeemed at approximately 200 authorized vendors throughout the state. New Hampshire Women, Infants and Children Program clinics issue approximately 550,000 food instruments to participants each year.

The eWIC system is the technology that allows Women, Infants and Children Program food benefit issuance and redemption through debit-card technologies, thereby eliminating the need for a paper voucher system. The interface is done through coordination with New Hampshire's Women, Infants and Children Program current Management Information Systems provider, Cquest and New Hampshire's eWIC Processor, Xerox. The eWIC system must approve individual food items as prescribed by a Women, Infants and Children Program Nutritionist and ensure that payment to retailers does not exceed the maximum allotted amount for each food item.

Currently, the Women, Infants and Children Program utilize a paper voucher system. The paper vouchers are issued at the Women, Infants and Children Program clinic to program participants at the time of their certification and follow up appointment, every three months. Participants then take their individually prescribed and tailored food vouchers to a New Hampshire authorized grocery retailer to redeem their vouchers. The foods allowed by the Women, Infants and Children Program Nutrition Program as reviewed and authorized by a program nutritionist in order to meet the federal nutrition and program requirements. The vouchers are then processed by the grocery retailer and submitted back to the Department with an invoice for payment. Claims Processors then process each individual paper voucher for accuracy and enter the data into the Women, Infants and Children Program Management Information System. Upon successful completion of review and entry, the retailer is paid.

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

The Women, Infants and Children Program is required to abide by the US Department of Agriculture Federal statute, "Healthy, Hunger-Free Kids Act of 2010", which requires that all Women, Infants and Children Programs make Electronic Benefit Transfer (EBT) available to Women, Infants and Children Program participants by 2020. The funds provided through this contract will support implementation as well as continued eWIC processing services through June 30, 2022. This agreement will require the Contractor to use the Accredited Standards Committee (ASC) X9 standard for eWIC. The Contractor will also be required to use the most current version of the American National Standards Institute (ANSI) X9.93 standard messaging and required batch formats for their electronic transaction processing. The eWIC systems will be required to meet all applicable federal and state regulations and conform to the Operating Rules for eWIC systems defined by Food and Nutrition Services.

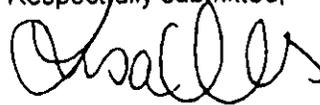
This contract was competitively bid.

Area Served: Statewide

Source of Funds: 100% Federal Funds from the United States Department of Agriculture, CDFA #10.557, and Federal Award Identification Number (FAIN) 16164NH703W1003.

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

Respectfully submitted,



Lisa Morris
Director



Approved by
Jeffrey A. Meyers
Commissioner



Nicholas A. Toumpas
Commissioner

Marcella J. Bobinsky
Acting Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN
SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964



October 28, 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 an existing agreement with CQuest America, Inc., (Vendor # 168898-B001), 500 S. 9th Street, Springfield, IL, 62701, by including an audit requirement for the Operations and Maintenance Services for the New Hampshire Women, Infants, and Children Program's Management Information System contract and by increasing the price limitation by \$28,991.97 from \$3,601,298 to an amount not to exceed \$3,630,289.97, effective upon the date of Governor and Council approval, with no change to the completion end date of June 30, 2022. This agreement was originally approved by Governor and Council on September 3, 2014, Item # 23 and a subsequent agreement was approved on April 22, 2015, Item #20. 100% Federal funds.

Funds to support this request are available in the following account for State Fiscal Year 2016, and are anticipated to be available in State Fiscal Years 2017, 2018, 2019, 2020, 2021 and 2022, upon the availability and continued appropriation of funds in future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the 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	\$491,436.00	\$0	\$491,436.00
SFY 16	102-500731	Contracts for Prog Svc	90006015	\$436,680.00	\$8,571.06	\$445,251.06
SFY 17	102-500731	Contracts for Prog Svc	90006015	\$436,680.00	\$4,938.84	\$441,618.84
SFY 18	102-500731	Contracts for Prog Svc	90006015	\$436,680.00	\$5,045.94	\$441,725.94
SFY 19	102-500731	Contracts for Prog Svc	90006015	\$436,680.00	\$5,160.69	\$441,840.69
SFY 20	102-500731	Contracts for Prog Svc	90006015	\$445,413.00	\$5,275.44	\$450,688.44
SFY 21	102-500731	Contracts for Prog Svc	90006015	\$454,322.00	\$0.00	\$454,322.00
SFY 22	102-500731	Contracts for Prog Svc	90006015	\$463,407.00	\$0.00	\$463,407.00
			Total	\$3,601,298.00	\$28,991.97	\$3,630,289.97

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Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
Page 2

EXPLANATION

The purpose of this amendment is to add to the Scope of Services a vendor requirement to conduct a "Statements on Standards for Attestation Engagements No. 16, SOC 1 Type 2" audit for the Operations and Maintenance Services agreement for the New Hampshire Women, Infants, and Children Program's StarLINC Management Information System. This is a multi-state initiative and costs for this report will be shared among three states.

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.

The Department of Health and Human Services' policy is that all services organizations require an annual "Statements on Standards for Attestation Engagements No. 16, SOC 1 Type 2" audit. The "SOC 1" Type 2 report will contain the service auditor's opinion on whether:

1. the description of the service organization's system is fairly presented;
2. the controls included in the description are suitably designed; and
3. the controls are operating effectively.

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. CQuest America, Inc. was awarded the contract.

Should Governor and Council determine to not authorize this request the Women, Infants, and Children Program will be out of compliance with the Department of Health and Human Services policy requiring an annual SSAE 16 audit of service organizations.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
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)
16164NH703WI003.

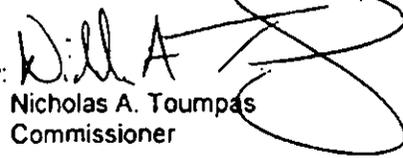
In the event that the Federal funds become no longer available, General Funds will not be
requested to support this program.

Respectfully submitted,



Marcella J. Bobinsky
Acting Director

Approved by:



Nicholas A. Toumpas
Commissioner



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

Denis Goulet
Commissioner

November 4, 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. 2014-017B.

The purpose of this contract amendment is to add an audit provision to the contract so the vendor will provide a "SOC 1" type audit for the Operations and Maintenance Services Agreement for the NH Women, Infants, and Children (WIC) Program's StarLINC Management Information System. The contract amendment includes funding for \$28,991.97, increasing the total amount from \$3,601,298 to \$3,630,289.97, effective on the date of Governor and Council approval through June 30, 2022.

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

Sincerely,

Denis Goulet

DG/mh
Contract 2014-017B

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(8/2)



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

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



March 10, 2015

4/22/15
#20

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

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

March 10, 2015

Page 2

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
Page 3

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.

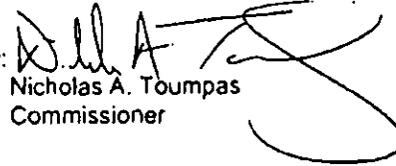
In the event that the Federal funds become no longer available, General Funds will not be requested to support this program.

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 Josséfides, 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/doi

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/lrm
Contract #2014-017A

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

23
SEA

23 H07



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-8527
603-271-4546 · 1-800-852-3345 Ext. 4546
Fax: 603-271-4779 TDD Access: 1-800-735-2964



August 8, 2014

9/3/14
#23

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

Retroactive
100% federal funds

REQUESTED ACTION

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

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
August 8, 2014
Page 2

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.

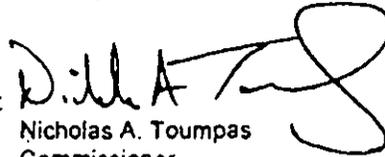
In the event that the Federal Funds become no longer available, General Funds will not be
requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner



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/doiit

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,

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

Peter C. Hastings

PCH/lm
RFP 2014-017

cc: Margaret Murphy, DHHS
Leslie Mason, DoIT

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.

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