

SJM
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES



Nicholas A. Toumpas
Commissioner

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4545 1-800-852-3345 Ext. 4545
Fax: 603-271-4779 TDD Access: 1-800-735-2964

José Thier Montero
Director

April 25, 2014

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

REQUESTED ACTION

100% Federal funds

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a contract renew and amend option with, CQuest America, Inc., Purchase Order # 100917, Vendor #168898-B001, 500 South 9th Street, Springfield, Illinois 62701, by increasing the Price Limitation by \$233,938 from \$3,098,388 to \$3,332,326 to provide continued administration, hosting, support and maintenance of the New Hampshire Women Infants and Children Program's integrated benefits system, and extend the Completion Date from June 30, 2014 to December 31, 2014, effective July 1, 2014 or the date of Governor and Council approval, whichever is later. This agreement was originally approved by Governor and Council on June 27, 2007, item #237, amended on November 28, 2007, item #124, amended on May 6, 2009, item #104, amended on September 22, 2010, item #173, amended on May 11, 2011, item #44, and amended on March 7, 2012, item #27.

Funds are available in the following account for SFY 2015 with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

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

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2008	098-500415	Grants & Contracts	90006015	300,000.00	0	300,000.00
SFY 2008	094-500415	Grants & Contracts	90006015	88,680.00	0	88,680.00
			Sub-Total	\$388,680.00	\$0.00	\$388,680.00
SFY 2009	103-502664	Contracts for Prog Svc	90006015	300,000.00	0	300,000.00
SFY 2009	102-500731	Contracts for Prog Svc	90006015	66,412.00	0	66,412.00

SFY 2009	102-500731	Contracts for Prog Svc	90006042	107,595.00	0	107,595.00
			Sub-Total	\$474,007.00	\$0.00	\$474,007.00
SFY 2010	102-500731	Contracts for Prog Svc	90006015	387,586.00	0	387,586.00
SFY 2010	102-500731	Contracts for Prog Svc	90006042	24,121.00	0	24,121.00
			Sub-Total	\$411,707.00	\$0.00	\$411,707.00
SFY 2011	102-500731	Contracts for Prog Svc	90006009	1,249.00	0	1,249.00
SFY 2011	102-500731	Contracts for Prog Svc	90006015	400,020.00	0	400,020.00
SFY 2011	102-500731	Contracts for Prog Svc	90006042	57,752.00	0	57,752.00
SFY 2011	102-500731	Contracts for Prog Svc	90006115	12,414.00	0	12,414.00
			Sub-Total	\$471,435.00	\$0.00	\$471,435.00
SFY 2012	102-500731	Contracts for Prog Svc	90006015	423,807.00	0	423,807.00
SFY 2012	102-500731	Contracts for Prog Svc	90006042	20,000.00	0	20,000.00
			Sub-Total	\$443,807.00	\$0.00	\$443,807.00
SFY 2013	102-500731	Contracts for Prog Svc	90006015	424,410.00	0	424,410.00
SFY 2013	102-500731	Contracts for Prog Svc	90006042	20,000.00	0	20,000.00
SFY 2013	102-500731	Contracts for Prog Svc	90006115	3,600.00	0	3,600.00
			Sub-Total	\$448,010.00	\$0.00	\$448,010.00
SFY 2014	102-500731	Contracts for Prog Svc	90006015	437,142.00	0	437,142.00
SFY 2014	102-500731	Contracts for Prog Svc	90006042	20,000.00	0	20,000.00
SFY 2014	102-500731	Contracts for Prog Svc	90006115	3,600.00	0	3,600.00
			Sub-Total	\$460,742.00	\$0.00	\$460,742.00
SFY 2015	102-500731	Contracts for Prog Svc	90006015	\$0.00	233,938.00	233,938.00
			Total	\$3,098,388.00	\$233,938.00	\$3,332,326.00

EXPLANATION

The Healthy Eating and Physical Activity Section administers the United States Department of Agriculture 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 education and supplemental foods. The system also 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, fraudulent requests for payment for grocery stores, while maximizing the efficiency of the processing of food vouchers for payment.

Having an automated benefits management system is a Federal requirement. The funds in this amendment will be used to renew and amend the current contract to December 31, 2014.

Should Governor and Council determine to not authorize this request as of July 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.

Starling Consulting, Inc. was the only company to submit a proposal, which was then reviewed by six reviewers. All six reviewers have extensive knowledge of the Women, Infants and Children Program's automated computer system, testing and approval of various Women, Infants and Children software versions, local Women, Infants and Children agency automation and multiple State automated computer systems. All have degrees in nutrition, business administration, computer science or human services; and have prior experience in reviewing proposals. The reviewers were: two (2) Department of Health and Human Services staff, with 20-25 years' experience in management, nutrition, health and computer information systems; two (2) from the Department of Information Technology with 10-28 years in business administration, business analyst of information systems and developing information systems software; and two (2) external staff, who are local agency Women, Infants and Children Program directors with 15-25 years' experience in management, fiscal planning, grant proposals and human services. The Request for Proposals scoring summary is attached. A contract amendment effective November 28, 2007 through June 30, 2012 reassigned the contract from Starling Consulting, Inc. to CQuest, America, Inc.

As referenced in the original letter approved by Governor and Council on June 27, 2007, item #237, and amended on November 28, 2007, item #124, May 6, 2009, item #104, September 22, 2010, item #173, May 11, 2011, item #44, and March 7, 2012, item #27 and in the Renewal Section of the contract, this competitively procured Agreement has the option to renew for no more than two (2) times, for no more than two (2) years each time, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval by the Governor and Council. The Department is exercising the second of the two renewal options. A scanned copy of this item, including the entire original agreement approved on June 27, 2007, will be available online date of Governor and Council approval.

In the Renewal Section of the contract, this Agreement may be amended contingent upon satisfactory program performance, fiscal expenditures, other contract requirements, and approval by the Governor and Council. The Division of Public Health Services is exercising this amendment option to renew for six (6) months. These services were contracted previously with this vendor in SFY 2008 through SFY 2014 in the amount of \$3,098,388.00. This amendment represents an increase of \$233,938.00 in SFY 2015. This increase is necessary to continue operations and maintenance of the New Hampshire StarLINC system.

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

- Compliance with all USDA federal regulations.
- Assurance of appropriate daily maintenance of StarLINC system.

Area served: Statewide.

Source of Funds: 100% Federal Funds from the United States Department of Agriculture, 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/doit

Peter C. Hastings
Commissioner

April 2, 2014

Nicholas A. Toumpas
Commissioner
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Department of Health and Human Services' (DHHS) request to enter into a contract amendment with CQuest America Inc. (CQuest), of Springfield, IL, as described below and referenced as DoIT No. 2007-049F.

This is a request to extend the existing contract for the provision of ongoing system administration, hosting, support, and maintenance for the New Hampshire Women, Infants, and Children (WIC) Program's integrated benefits system. The amendment will become effective upon Governor and Council approval through December 31, 2014. The amount of the amendment is \$233,938 increasing the contract total from \$3,098,388 to \$3,332,326.

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

Sincerely,

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

Peter C. Hastings

PCH/ltn
Contract #2007-049F

cc: Margaret Murphy, DHHS DPHS
Leslie Mason, DoIT



**State of New Hampshire
Department of Health and Human Services
New Hampshire StarLINC System
Contract 2007-049
Contract Amendment F**

This sixth (6th) Amendment to the CQuest America, Inc., contract (hereinafter referred to as "Amendment F") dated this 23 day of April, 2014, 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"), a corporation with a place of business at 500 South 9th Street, Springfield, Illinois 62701.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 27, 2007, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the Department desires to extend the current contract for the purposes of continued administration, hosting, support and maintenance of the New Hampshire Women Infants and Children (WIC) Program's integrated benefits system (StarLINC).

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 as follows:

To amend as follows:

- Form P-37, to change:
Block 1.6 to read: December 31, 2014
Block 1.8 to read: \$3,332,326
- Exhibit A, Scope of Services to add:
Exhibit A – Amendment F
- Exhibit B, Purchase of Services, Contract Price, to remove:
 - Section 1.1, Purchase of Services, and add:
The total amount of all payments made to CQuest America, Inc. for cost and expenses incurred in the performance of the Services during the period of the Contract shall not exceed: \$3,332,326 for technical Services for hosting the New Hampshire WIC Program's integrated benefits management System (StarLINC).
Funded from 05-95-90-902010-5260-102-500731, 100% federal funds from United

**New Hampshire Department of Health and Human Services
 New Hampshire StarLINC System
 Contract 2007-049
 Contract Amendment F**



States Department of Agriculture (USDA), CFDA #93.10.557, Federal Award Identification Number (FAIN), 14144NH703W1003.

- Section 1.2, Cost not to Exceed and add:
 This is a Not to Exceed Contract in the amount of \$3,332,326 for the period between the Effective Date through December 31, 2014. CQuest America, Inc. shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow CQuest America, Inc. to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment table.
- Section 1.7, Budget by Deliverable table, and add:

	*Object Code(s)	Total FYs 2008 - 2012	FY 2013	FY 2014	FY 2015	TOTAL
STATE						
FEDERAL	415					
Original Contract	731 2664	\$ 2,189,636	\$448,010	\$ 460,742		\$ 3,098,388
FEDERAL This Amendment	731				\$ 233,938	\$ 233,938
OTHER**						
TOTAL		\$ 2,189,636	\$ 448,010	\$ 460,742		\$ 3,332,326

- Section 2.0, Total Contract Price, and add:
 Notwithstanding any provisions in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$3,332,326 ("Total Contact Price"). The payment by the State of the total Contact price shall be the only, and the complete reimbursement to CQuest America, Inc., for all fees and expenses, of whatever nature, incurred by CQuest America, Inc. in the performance hereof. The State will not be responsible for any travel or out to pocket expenses incurred in the performance of the Services performed under this Contract.

Add Paragraph 8

8. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

- Budget, Budget by deliverable table, to add:
 Exhibit B-1 (2015) – Amendment F

New Hampshire Department of Health and Human Services
New Hampshire StarLINC System
Contract 2007-049
Contract Amendment F



This amendment, Amendment F, is effective on the date of Governor and Executive Council approval or July 1, 2014, whichever is later.

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

04/25/14
Date

Brook Dupee
Brook Dupee
Bureau Chief

CQuest America, Inc.

04/23/2014
Date

H. Keven Davis
Name: H. KEVEN DAVIS
Title: PRESIDENT & CEO

Acknowledgement:

State of Illinois, County of Sangamon on April 23, 2014 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Anna Marie Dannenberger
Signature of Notary Public or Justice of the Peace



ANNA MARIE DANNENBERGER
Name and Title of Notary or Justice of the Peace

Contractor Initials: AD
Date: 4/23/2014



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

OFFICE OF THE ATTORNEY GENERAL

5-9-14
Date

Rosemary Wiant
Name: *Rosemary Wiant*
Title: *Assistant Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: *KM*
Date: *4/23/2014*



Exhibit A – Amendment F

SCOPE OF SERVICES

1. **Project Description:** The Department desires to continue the relationship with CQuest America, Inc., for the purposes of continued administration, hosting, support and maintenance of the New Hampshire Women Infants and Children (WIC) Program's integrated benefits system (StarLINC). StarLINC is an automated benefits system developed and funded through a United States Department of Agriculture (USDA) mandate for use of automated systems to maximize the efficiency of benefits processing. The system is used to administer the WIC Program's supplemental nutrition services serving more than 16,000 eligible women, infants, and children.

2. **Required Activities:** The contractor will provide hosting and operations of the central processing system including daily operations management, network support services, help desk services, software maintenance and support, systems security services, disaster recovery, ad hoc reporting services, data extraction services, and database administration for four agencies serving WIC participants throughout New Hampshire.

3. **Control Assessment:** The contractor will conduct a system assessment of their internal controls over services provided to the Department of Health and Human Services (DHHS).

4. **Performance Measures:**
The following performance measure will be used to evaluate the effectiveness of the agreement:
 - Timeliness in modification of federally regulated and food industry mandated changes.
 - Assurance of appropriate daily maintenance of StarLINC system.

**Exhibit B-1 (2015) - Amendment F
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: CQuest America, Inc.

Budget Request for: NH WIC StarLINC System
(Name of RFP)

Budget Period: July 1, 2014 through December 31, 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Operations Management Support	\$ 15,213.00	\$ -	\$ 15,213.00	
2. Network Support Services	\$ 15,213.00	\$ -	\$ 15,213.00	
3. Help Desk Services	\$ 53,223.00	\$ -	\$ 53,223.00	
4. Daily Operations	\$ 65,622.00	\$ -	\$ 65,622.00	
5. Hardware & Software Maintenance & Support	\$ 11,481.00	\$ -	\$ 11,481.00	
6. Security Services	\$ 8,403.00	\$ -	\$ 8,403.00	
7. Disaster Recovery	\$ 11,406.00	\$ -	\$ 11,406.00	
8. Data Extraction Services	\$ 7,758.00	\$ -	\$ 7,758.00	
9. Database Administration Services	\$ 45,619.00	\$ -	\$ 45,619.00	
TOTAL	\$ 233,938.00	\$ -	\$ 233,938.00	

Indirect As A Percent of Direct

0.0%

NH DHHS
Exhibit B-1 - (2015) Amendment F
October 2013
Page 1 of 1

Contractor Initials: AK

Date: 4/23/2014

State of New Hampshire

Department of State

CERTIFICATE

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



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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

(WITHOUT SEAL)

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

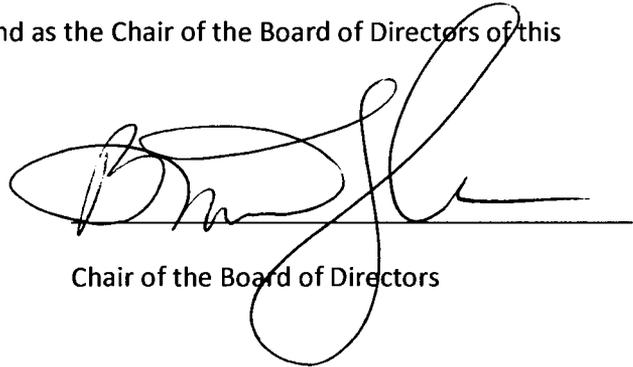
1. I am the duly elected Chair of CQuest America Inc. Board of Directors.
2. The following is a true copy of Article Five-Section 7 of the CQuest America Inc. Bylaws duly adopted at a meeting of the Board of Directors of the corporation duly held on July 20, 2012;

Section 7 – The President/Chief Executive Officer

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

3. H. Kevin Davis is duly elected President and Chief Executive Officer of CQuest America Inc.
4. The foregoing Article and Section of the Bylaws has not been amended or revoked and remain in full force and effect as of April 24, 2014.

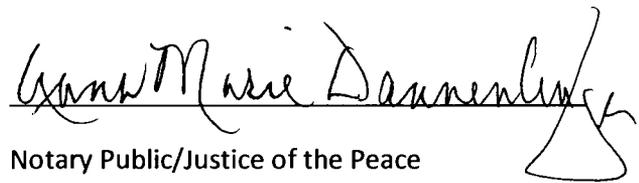
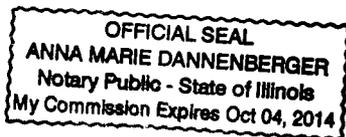
IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the Board of Directors of this corporation this 24th day of April 2014.



Chair of the Board of Directors

STATE OF ILLINOIS
COUNTY OF SANGAMON

The foregoing instrument was acknowledged before me this 24th day of April 2014, by Bruce Johnson.



Notary Public/Justice of the Peace
My Commission Expires
October 4, 2014



CERTIFICATE OF LIABILITY INSURANCE

CQUES-1

OP ID: CK

DATE (MM/DD/YYYY)

04/24/2014

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

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

PRODUCER Forsyth Insurance Group, Inc. 430 E Vine Springfield, IL 62703 James G. Hulligan	CONTACT NAME: James G. Hulligan	FAX (A/C, No): 217-528-1526	
	PHONE (A/C, No, Ext): 217-525-9500	E-MAIL ADDRESS: jhulligan@forsyth-ins.com	
INSURED C-Quest America, Inc. Adam A Bruns, CPA, CFO 500 S 9th St Springfield, IL 62701	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Hartford		
	INSURER B: General Casualty Co of IL		18821
	INSURER C: One Beacon		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			83SBATZ7260	11/01/2013	11/01/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY			CBA0646184	11/01/2013	11/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			83SBATZ7260	11/01/2013	11/01/2014	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			83WECBU0072	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			TPP102814	03/20/2014	03/20/2015	2,000,000

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

Internet access & service provider

CERTIFICATE HOLDER

CANCELLATION

NHDHS-1

The State of New Hampshire,
Dept of Human Health Svcs
Contracts & Procurement Unit
129 Pleasant Street
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MAW
1/17



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

December 28, 2011

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

APPROVED BY _____
DATE 3/7/12
PAGE 4
ITEM # 27

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, Healthy Eating and Physical Activity Section, Special Supplemental Nutrition Program for Women, Infants and Children and Commodity Supplemental Foods Program to renew and amend an agreement with CQuest America, Inc. Purchase Order #100917, Vendor #168898 B001, 500 South 9th Street, Springfield, Illinois 62701, by increasing the Price Limitation by \$908,752.00 from \$2,189,636.00 to \$3,098,388.00 and extending the completion date from June 30, 2012 to June 30, 2014 for the operations and maintenance of the StarLINC management information system, effective July 1, 2012 through June 30, 2014. This agreement was originally approved by Governor and Council on June 27, 2007, item #237, amended on November 28, 2007, item #124, amended on May 6, 2009, item #104, amended on September 22, 2010, item #173, and amended on May 11, 2011, item #44. Funds are available in the following accounts for SFY 2013 and are anticipated to be available in SFY 2014 upon availability and continued appropriation of funds in the future operating budgets with authority to adjust amounts if needed and justified, between State Fiscal Years.

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

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SFY09	103-502664	Contracts for Prog Svc	90006015	300,000.00	0	300,000.00
SFY09	102-500731	Contracts for Prog Svc	90006015	66,412.00	0	66,412.00
SFY09	102-500731	Contracts for Prog Svc	90006042	107,595.00	0	107,595.00
			Sub-Total	\$474,007.00	\$0	\$474,007.00
SFY10	102-500731	Contracts for Prog Svc	90006015	387,586.00	0	387,586.00
SFY10	102-500731	Contracts for Prog Svc	90006042	24,121.00	0	24,121.00

			Sub-Total	\$411,707.00	\$0	\$411,707.00
SFY11	102-500731	Contracts for Prog Svc	90006009	1,249.00	0	1,249.00
SFY11	102-500731	Contracts for Prog Svc	90006015	400,020.00	0	400,020.00
SFY11	102-500731	Contracts for Prog Svc	90006042	57,752.00	0	57,752.00
SFY11	102-500731	Contracts for Prog Svc	90006115	12,414.00	0	12,414.00
			Sub-Total	\$471,435.00	\$0	\$471,435.00
SFY12	102-500731	Contracts for Prog Svc	90006015	423,807.00	0	423,807.00
SFY12	102-500731	Contracts for Prog Svc	90006042	20,000.00	0	20,000.00
			Sub-Total	\$443,807.00	\$0	\$443,807.00
SFY13	102-500731	Contracts for Prog Svc	90006015	0.00	424,410.00	424,410.00
SFY13	102-500731	Contracts for Prog Svc	90006042	0.00	20,000.00	20,000.00
SFY13	102-500731	Contracts for Prog Svc	90006115	0.00	3,600.00	3,600.00
			Sub-Total	\$0.00	\$448,010.00	\$448,010.00
SFY14	102-500731	Contracts for Prog Svc	90006015	0.00	437,142.00	437,142.00
SFY14	102-500731	Contracts for Prog Svc	90006042	0.00	20,000.00	20,000.00
SFY14	102-500731	Contracts for Prog Svc	90006115	0.00	3,600.00	3,600.00
			Sub-Total	\$0.00	\$460,742.00	\$460,742.00
			Total	\$2,189,636.00	\$908,752.00	\$3,098,388.00

EXPLANATION

The Healthy Eating and Physical Activity Section administers two United States Department of Agriculture supplemental nutrition programs the Special Supplemental Nutrition Program for Women, Infants and Children, and the Commodity Supplemental Food Program for women, children and seniors serving more than 25,000 consumers. The Programs use an integrated benefits management system called StarLINC. This automated system is used to determine client financial eligibility and nutritional needs both for education and supplemental foods. The system also issues to participants in the Women, Infants and Children Program a paper food voucher they redeem at the grocery store. StarLINC interfaces directly with the State's accounting system, enabling online payments to grocery stores and thereby eliminating the need for the issuance of paper checks by the Department. The StarLINC system allows the program to quickly identify duplicate clients, suspended clients, fraudulent requests for payment for grocery stores and it maximizes the efficiency of the processing of food vouchers for payment.

Having an automated benefits management system is a Federal requirement. The funds in this amendment will be used to renew and amend the current contract to June 30, 2014.

Should Governor and Council determine to not authorize this request as of July 1, 2012, the State would not be in compliance with Federal regulations and could not operate the Special Supplemental Nutrition Program for Women, Infants and Children and the Commodity Supplemental Food Program for women, children and seniors.

Starling Consulting, Inc. was originally selected for this project through a competitive bid process. (A contract amendment effective November 28, 2007 through June 30, 2012 reassigned the contract from Starling Consulting, Inc. to CQuest, America, Inc.) A legal notice was published in the New Hampshire Union Leader soliciting Request for Proposals on January 29, 30 and 31, 2007. A bidders' conference was held on February 6, 2007. The Request for Proposals was also posted on the Department of Health and Human Services web site.

Starling Consulting was the only company to submit a proposal, which was then reviewed by six reviewers. All six reviewers have extensive knowledge of the Women, Infants and Children Program's automated computer system, testing and approval of various Women, Infants and Children software versions, local Women, Infants and Children agency automation and multiple State automated computer systems. All have degrees in nutrition, business administration, computer science or human services; and have prior experience in reviewing proposals. The reviewers were: two (2) Department of Health and Human Services staff, with 20-25 years experience in management, nutrition, health and computer information systems; two (2) from the Department of Information Technology with 10-28 years in business administration, business analyst of information systems and developing information systems software; and two (2) external staff, who are local agency Women, Infants and Children and Commodity Supplemental Food Program directors with 15-25 years experience in management, fiscal planning, grant proposals and human services. The Request for Proposals scoring summary is attached.

As referenced in the original letter approved by Governor and Council on June 27, 2007, item #237, and amended on November 28, 2007, item #124, and on May 6, 2009, item #104, and September 22, 2010, item #173, May 11, 2011, item #44 and in the Request for Proposals, Renewal Section, this competitively procured Agreement has the option to renew for no more than two (2) times, for no more than two (2) years each time, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval by the Governor and Council. The Division of Public Health Services is exercising the first of the two renewal options. The cost for this two-year extension is \$6,487 less than the first two years of the contract.

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

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

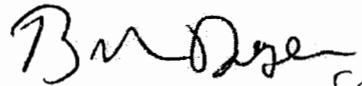
Area served: Statewide.

Source of Funds: 100% Federal Funds from the United States Department of Agriculture.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
December 28, 2011
Page 4

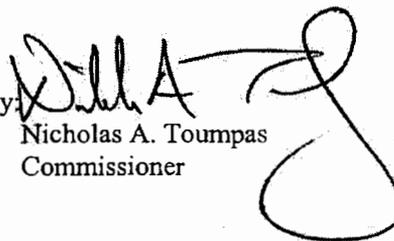
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/MM/pp

Department of Health and Human Services
 New Hampshire StarLINC System RFP 2007-049
 Program Name
 Contract Purpose
 RFP Score Summary

RFA/RFP CRITERIA	Max Pts	Starling Systems, Olympia Washington	Bidder Name, Town, St						
Statement of understanding and tech approach	35	25	0	0	0	0	0	0	0
Project Management Ability	10	7	0	0	0	0	0	0	0
Experience in Similar Services	20	17	0	0	0	0	0	0	0
Personnel Resumes	10	9	0	0	0	0	0	0	0
Cost Proposal	25	25	0	0	0	0	0	0	0
Total	100	83	0						
BUDGET REQUEST									
Year 01		\$438,609	0	0	0	0	0	0	0
Year 02		\$438,609	0	0	0	0	0	0	0
Year 03		\$438,609	0	0	0	0	0	0	0
Year 04		\$438,609							
Year 05		\$438,609							
TOTAL BUDGET REQUEST		\$2,193,045	0						
BUDGET AWARDED									
Year 01		\$388,680	0	0	0	0	0	0	0
Year 02		\$356,412	0	0	0	0	0	0	0
Year 03		\$377,586	0	0	0	0	0	0	0
Year 04		\$400,020							
Year 05		\$423,807							
TOTAL BUDGET AWARDED		\$1,946,505	0						

RFP Reviewers	Job Title	Dept/Agency	Qualifications
Susan Wnuk	WIC/CSFP Director	Community Action Program Belknap-Merrimack Counties, Inc.	The six reviewers have extensive knowledge of the WIC Programs automated computer system. Areas of specific expertise include testing and approval of various WIC software versions, local WIC agency automation and over 20 year experience in multiple State automated computer systems.
Carol Garlough	WIC/CSFP Director	Avis Goodwin Community Health Center State of NH, Dept. of Information Technology	
Mark Parris	Information Technology Manager	State of NH, Dept. of Information Technology	
Tom Gaff	Business Systems Analyst	NH, DHHS, DPHS	
Tara Sharon	Program Specialist	NH, DHHS, DPHS	
Lisa Richards	Program Planner	NH, DHHS, DPHS	



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

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

29 HAZEN DRIVE, CONCORD, NH 03301-6504
603-271-4545 1-800-862-3346 Ext. 4545
Fax: 603-271-4779 TDD Access: 1-800-735-2964

November 15, 2011

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

Requested Action and Explanation

The Department of Health & Human Services (DHHS), Division of Public Health Services (DPHS), respectfully requests the Department of Information Technology's approval of a contract amendment with CQuest America Inc., 500 S. 9th Street, Springfield, Il. 62701, Contract # 2007-049 - 210478 (Vendor #132774), to provide continued administration, hosting, support and maintenance of the New Hampshire Women Infants and Children (WIC) Program's integrated benefits system (StarLINC).

EXPLANATION

StarLINC is an automated benefits system developed and funded through a United States Department of Agriculture (USDA) mandate for use of automated systems to maximize the efficiency of benefits processing. The system is used to administer three USDA supplemental nutrition programs serving more than 25,000 eligible women, children, and seniors. CQuest, the vendor for the StarLINC system, provides hosting and operations of the central processing system including daily operations management, network support services, help desk services, software maintenance and support, systems security services, disaster recovery, ad hoc reporting services, data extraction services, and database administration for four agencies serving WIC participants throughout New Hampshire.

Funds in this amendment will be used to extend the length of the contract from 7/1/2012 through 6/30/2014.

The term of this contract amendment is for a period effective July 1, 2012 through June 30, 2014, for an amount not to exceed \$908,752 thus increasing the price from \$2,189,636 to \$3,098,388.

As referenced in the original agreement (section 18 of the General Provisions in Form P-37, and in Exhibit C-1 section 2 of the Agreement, the Agreement has the option to renew no more than two (2) times, for no more than two (2) years each time, with the total length of any such renewals not exceeding four (4) years, pending availability of funding, the agreement of the parties, and approval by Governor and Council.

This contract amendment provides funding for the extension of this agreement.

Prior Related Actions

- Governor John Lynch and the Executive Council approved Contract # 2007-049-(210478) for maintenance, operations, and enhancement services of the StarLINC system with Starling Consulting, Inc. d/b/a Greg Starling Consulting, Olympia, WA on June 27, 2007, Item #237 for the contract period of June 27, 2007 through June 30, 2012.
- Contract Amendment A was approved by G&C on 11/28/07, Items # 124 and 237, reassigning the vendor from Starling Consulting, Inc. to CQuest America, Inc.
- Contract Amendment B was approved by G&C on 5/06/09, Item # 104, allowing for technical modifications to the system.
- Contract Amendment C was approved by G&C on 9/22/10, Item # 173, allowing for technical modifications to the system.
- Contract Amendment D was approved by G&C on 5/11/11, Item # 44, allowing for technical modifications to the system.

Alternatives and Benefits

No alternatives were considered because the parties have the option to renew this agreement. The StarLINC System is a hosted solution, meaning the vendor supplies the hardware, software and connectivity to the system without using state resources. The vendor maintains the system, offers on-demand training for users, improvements to the software by Change Orders agreed upon by the state and vendor, in addition to escrow costs for the source code. The vendor is working under a separate contract to migrate the application from a PowerBuilder/Oracle platform to a .NET platform. This will enable NH's WIC program to take advantage of WEB technologies including future use of New Hampshire's Electronic Benefits Transfer (EBT). The most efficient use of State resources would be to continue to support this successful system.

Impact on Other State Agencies and Municipalities

As StarLINC is hosted and operated through an independent contractor and is not used by municipalities or other State agencies, there will be no impact on any other State or municipal entities.

Supporting Documentation

- Contract 2007-049— 210478 DHHS New Hampshire StarLINC Governor and Council approval letter and P37
- Contract Amendment 2007-049A, November 28, 2007
- Contract Amendment 2007-049B, May 6, 2009
- Contract Amendment 2007-049C, September 22, 2010
- Contract Amendment 2007-049D, May 11, 2011
- Proposed Contract Amendment 2007-049E, November 2011

Date of most recently approved NHITP: October 21, 2005

NHITP Initiative / Project Name: N/A
 **Note: in June 3, 2003 SITP, referenced as #23. WIC Migration from Non-Standard Platforms

NHITP Initiative / Project Number: N/A

A&E System Request: #11016 CQuest Amendment

Requisition Information:

Vendor Name	Vendor Number
CQuest America, Inc.	132774

	*Object Code(s)	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	TOTAL
STATE									
FEDERAL Original Contract	0415 0731 2664	\$388,680	\$174,007 \$300,000	\$ 411,707	\$ 471,435	\$443,807			\$2,189,636
FEDERAL This Amendment	0731						\$448,010	\$460,742	\$ 908,752
OTHER**									
TOTAL		\$388,680	\$474,007	\$411,707	\$ 471,435	\$443,807	\$448,010	\$460,742	\$3,098,388

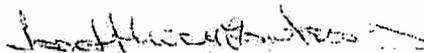
CONTACT PERSON:

Margaret Murphy
 Section Administrator
 Healthy Eating & Physical Activity Section
 NH Division of Public Health Services
 29 Hazen Drive
 Concord, NH 03301
 (603) 271-4545 (V)
 (603) 271-4779 (F)
mmurphy@dhhs.state.nh.us

CERTIFICATION

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

Respectfully submitted,

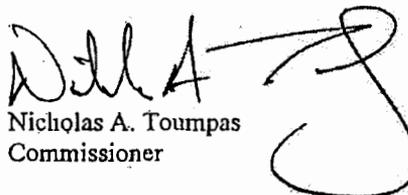


José Thier Montero, MD
Director



Steven Kelleher
Information Technology Manager
Department of Information Technology,

Approved by:



Nicholas A. Toumpas
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

S. William Rogers
Commissioner

November 28, 2011

Nicholas A. Toumpas
Commissioner
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Toumpas,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Department of Health and Human Service's (DHHS) request to enter into a contract amendment with CQuest America Inc. (CQuest), of Springfield, IL, as described below and referenced as DoIT No. 2007-049E.

This is a request to extend the existing contract for the provision of ongoing system administration, hosting, support, and maintenance for the New Hampshire Women, Infants, and Children (WIC) Program's integrated benefits system. The amendment will become effective upon Governor and Council approval through June 30, 2014. The amount of the amendment is \$908,752 increasing the contract total from \$2,189,636 to \$3,098,388.

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

Sincerely,

S. William Rogers

SWR/ltn
Contract #2007-049E

cc: Margaret Murphy, DHHS DPHS
Leslie Mason, DoIT

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NEW HAMPSHIRE STARLINC SYSTEM
CONTRACT 2007-049
CONTRACT AMENDMENT E

This fifth Amendment to the CQuest America, Inc. contract (hereinafter referred to as "Amendment E") is by and between the State of New Hampshire acting by and through its Department of Health and Human Services, Division of Public Health Services, (hereinafter referred to as the "Department") and CQuest America, Inc., Purchase Order Number 100917 (formerly Contract Number 210478), a corporation with a place of business at 500 South 9th Street, Springfield, IL 62701 (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an agreement (the "Agreement") approved by Governor and Executive Council on June 27, 2007, Item #237, and amended by an agreement (hereinafter called "Amendment A") approved by Governor and Executive Council on November 28, 2007, Item # 124, and amended by an agreement (hereinafter called "Amendment B" approved by Governor and Executive Council on May 6, 2009, item #104, and amended by an agreement (hereinafter called "Amendment C" approved by Governor and Executive Council on September 22, 2010, item #173, and amended by an agreement (hereinafter called "Amendment D" approved by Governor and Executive Council on May 11, 2011, item #44, the Contractor agreed to supply certain services based upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of certain sums as specified therein;

WHEREAS, pursuant to the Agreement (section 17 of the Form P-37) and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and after approval of such modification or amendment by the Governor and Executive Council;

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

WHEREAS, pursuant to the provision of Section 2 of Exhibit C-1 of the Agreement, the Agreement has the option to renew no more than two (2) times, for no more than two (2) years each time, with the total length of any such renewals not exceeding four (4) years, pending availability of funding, the agreement of the parties, and approval by Governor and Council.

WHEREAS, the Department wishes to exercise the renewal option and extend the length of the contract for two (2) years extending the contract period through June 30, 2014.

WHEREAS, the Department wishes to increase the contract price by \$908,752 from \$2,189,636 to a total Contract price of \$3,098,388.

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

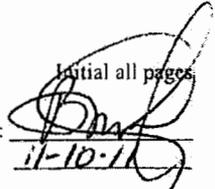
STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NEW HAMPSHIRE STARLINC SYSTEM
CONTRACT 2007-049
CONTRACT AMENDMENT E

Table 1

Contract # 2007-049 P-37 General Provisions	AMENDED TEXT
Section 1.7 Completion Date	Amend Section 1.7 of the P-37 General Provisions by extending the completion date to June 30, 2014.
Section 1.8 Price Limitation	Amend Section 1.8 of the P-37 General Provisions by increasing the <i>Price Limitation</i> by an amount not to exceed \$908,752, from \$2,189,636 to a total Contract price of \$3,098,388.
Contract # 2007-049 Contract Exhibit A	AMENDED TEXT
Section 12.0 Change Control Procedures	Delete Section 12.0 and replace with: 12. CHANGE CONTROL PROCEDURES The State may make changes or revisions within the scope of the Contract at any time by written Change Order, which shall be approved in writing by the Department of Information Technology (DoIT). Either CQuest America, Inc. or the State may request a change within the scope of the Contract, including modifications. At the time a modification to the System is requested by the State or is suggested by CQuest America, Inc., a Change Order will be drafted that describes the modification. The Change Order will provide a Schedule and cost for analysis, gathering requirements, and establishing acceptance criteria. CQuest staff will work with NH DoIT and DHHS staff to identify, document, and reach agreement on the requirements and acceptance criteria for the modification. After requirements and Acceptance Criteria have been established, CQuest America, Inc. will have ten (10) business days to advise the State of the projected costs and schedule. Hourly rates shall be based on the rates set forth in Contract Exhibit B, Table F-2. CQuest America, Inc. and the State may mutually agree to extend this due date; such extensions must be documented on the Change Order. Final Change Orders must be approved in writing by both the State and CQuest America, Inc. and must include a budget, Schedule, or Work Plan as required in this Contract Exhibit. CQuest America, Inc. may request reasonable reimbursement to research the effort of a complex request. DHHS will ensure that any changes under this Contract do not exceed the scope of required operations and maintenance modifications. {Original Contract Language} All final Change Orders shall include original problem statement, specifications, anticipated timeline, hourly rate, number of hours, and staff positions, and shall be subject to the Contract amendment process described in Contract Form P-37, Section 17, as determined to apply by the State.
Section 14 Deliverables	Delete Table 14.4, <i>Schedule of Deliverables: Technical Service Modifications</i> and replace with:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NEW HAMPSHIRE STARLINC SYSTEM
CONTRACT 2007-049
CONTRACT AMENDMENT E

	Del 5	Deliverables Change Orders	Projected Completion Date
	a.	Implement new FDA food package rule	9/30/09
	b.	SFY 2009 Technical Service Modifications	To be determined by Change Control Process
	c.	SFY 2010 Technical Service Modifications	To be determined by Change Control Process
	d.	SFY 2011 Technical Service Modifications	To be determined by Change Control Process
	e.	SFY 2012 Technical Service Modifications	To be determined by Change Control Process
Contract # 2007-049			
Exhibit B			
Section 1.1, Purchase of Services	Delete Section 1.1, <i>Purchase of Services</i> , and replace with: The total amount of all payments made to CQuest America, Inc. for cost and expenses incurred in the performance of the Services during the period of the Contract shall not exceed: \$3,098,388 for technical Services for hosting the New Hampshire WIC Program's integrated benefits management System (StarLINC), funded from 010-090-5260-102-0415, 100% federal funds from the United States Department of Agriculture (USDA) (CFDA #10.557).		
Section 1.2 Cost Not to Exceed	Delete Section 1.2, <i>Cost Not to Exceed</i> , and replace with: This is a Not to Exceed Contract in the amount of \$3,098,388 for the period between the Effective Date through June 30, 2014. CQuest America, Inc. shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow CQuest America, Inc. to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:		

Initial all pages

Contractor Initials: _____
Date: 11-10-11

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NEW HAMPSHIRE STARLINC SYSTEM
CONTRACT 2007-049
CONTRACT AMENDMENT E

Section 1.7 Budget by Deliverable	Delete Section 1.7: <i>Budget by Deliverable</i> table, and replace with:									
	Del	Del Description	Price SFY 08	Price SFY 09	Price SFY 10	Price SFY 11	Price SFY 12	Price SFY 13	Price SFY 14	Contract Totals
	2	Primary Deliverables	\$341,220	\$356,412	\$377,586	\$400,020	\$423,807			\$1,899,045
	3	Planned Modifications	\$26,660	\$0	\$0	\$0	\$0			\$26,660
	4	Managing Additional System Modifications	\$20,800	\$0	\$0	\$0	\$0			\$20,800
		SUBTOTAL Del 2-4	\$388,680	\$356,412	\$377,586	\$400,020	\$423,807			\$1,946,505
	5	Technical Service Modifications-Amendment B		\$117,595	\$34,121					\$151,716
		SUBTOTAL Del 2-5	\$388,680	\$474,007	\$411,707	\$400,020	\$423,807			\$2,098,221
	6	Technical Service Modifications-Amendment C				\$20,000	\$20,000			\$40,000
		SUBTOTAL Del 2-6	\$388,680	\$474,007	\$411,707	\$420,020	\$443,807			\$2,138,221
	7	Technical Service Modifications-Amendment D				\$51,415				\$51,415
		SUBTOTAL Del 2-7	\$388,680	\$474,007	\$411,707	\$471,435	\$443,807			\$2,189,636
	8	Contract Extension Amendment E						\$448,010	\$460,742	\$908,752
	ALL	CONTRACT TOTAL	\$388,680	\$474,007	\$411,707	\$471,435	\$443,807	\$448,010	\$460,742	\$3,098,388

Section 2.0: Total Contract Price	<p>Delete Section 2.0: <i>Total Contract Price</i>, and replace with:</p> <p>Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$3,098,388 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to CQuest America, Inc., for all fees and expenses, of whatever nature, incurred by CQuest America, Inc. in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.</p>
--	---

Initial all pages
Contractor Initials: BAJ
Date: 11-10-11

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NEW HAMPSHIRE STARLINC SYSTEM
CONTRACT 2007-049
CONTRACT AMENDMENT E

Table2

Contract 2007-049 NEW HAMPSHIRE STARLINC SYSTEM, Contract Amendment

Descriptions

CONTRACT AND AMENDMENT #	AMENDMENT TYPE	EFFECTIVE DATE	END DATE	CONTRACT AMOUNT
Purchase Order #100917 (formerly Contract #2007-049-210478)	Original Contract	7/1/07	6/30/12	\$1,946,505
Amendment # A	First Amendment (A)	11/28/07	6/30/12	NONE
Amendment # B	Second Amendment (B)	5/6/09	6/30/12	\$ 151,716
Amendment # C	Third Amendment (C)	9/22/10	6/30/12	\$ 40,000
Amendment #D	Fourth Amendment (D)	5/11/11	6/30/12	\$ 51,415
Amendment #E	Fifth Amendment (E)	7/1/2012	6/30/14	\$ 908,752
	CONTRACT TOTAL			\$3,098,888

Effective Date of Amendment:

This Amendment shall take effect upon July 1, 2012.

Continuance of Agreement:

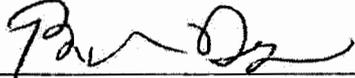
Except as specifically amended and modified by the terms and conditions in this Amendment, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract and its Amendment A and Amendment B and Amendment C and Amendment D.

Initial all pages
Contractor Initials: BAJ
Date: 11-10-11

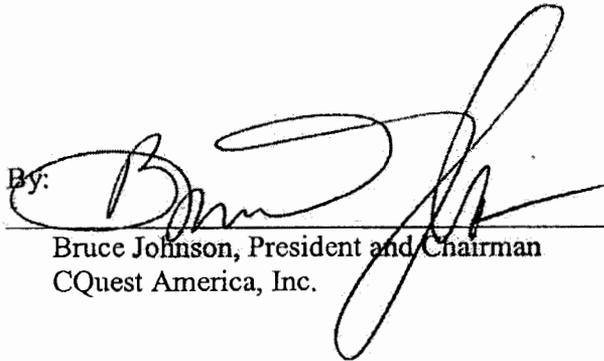
STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NEW HAMPSHIRE STARLINC SYSTEM
CONTRACT 2007-049
CONTRACT AMENDMENT E

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

STATE OF NEW HAMPSHIRE
Division of Public Health Services

By: 

Joan H. Ascheim Brook S. Dupree
Bureau Chief

By: 

Bruce Johnson, President and Chairman
CQuest America, Inc.

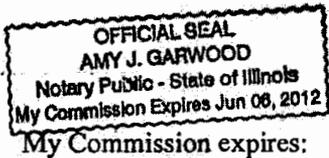
Corporate Signature Notarized:

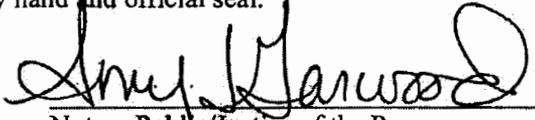
STATE OF ILLINOIS

COUNTY OF SANGAMON

On this the 10th day of November 2011, before me, Amy Garwood, the undersigned officer, Bruce Johnson personally appeared who acknowledged himself to be the President and Chairman of CQuest America, Inc., a corporation, and that he, as such President and Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President and Chairman of CQuest America, Inc.

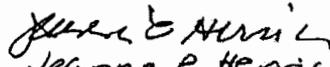
In witness whereof I hereunto set my hand and official seal.




Notary Public/Justice of the Peace

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

OFFICE OF THE ATTORNEY GENERAL

By: 
Jeanne P. Herrick
Assistant Attorney General

Date: 20 Nov. 2012

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at the Meeting on: _____.

OFFICE OF THE SECRETARY OF STATE

By: _____

Title: _____

WITHOUT SEAL

CERTIFICATE OF VOTE

I, Berneice Mills-Thomas, of CQuest America, Inc., do hereby certify that:

1. I am the duly elected Secretary of the CQuest America, Inc. Board of Directors;
2. The following is a true copy of Article Five-Section 4 of the CQuest America, Inc. Bylaws duly adopted at a meeting of the Board of Directors of the corporation duly held on November 3, 2004;

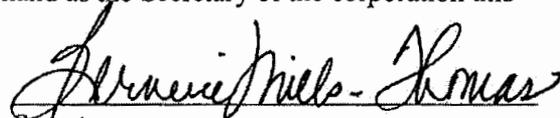
Article Five – Officers

Section 4. The President

The President shall appoint all committees, temporary or permanent, see that all books, reports and certificates as required by law are properly kept or filed, be one of the officers who may sign the checks or drafts of the corporation, and have such powers as may be reasonably construed to belonging to the Chief Executive Officer of any corporation.

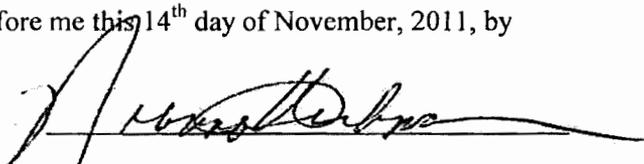
3. Bruce Johnson is the duly elected President and Chairman of CQuest America, Inc.
4. The foregoing Article and Section of the Bylaws has not been amended or revoked and remain in full force and effect as of November 14, 2011.

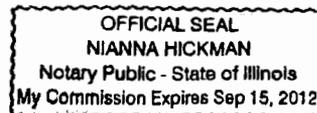
IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 14th day of November, 2011.


Secretary

STATE OF ILLINOIS
COUNTY OF SANGAMON

The foregoing instrument was acknowledged before me this 14th day of November, 2011, by Berneice Mills-Thomas.


Notary Public/Justice of the Peace
My Commission Expires:



State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CQuest America, Inc., a(n) Illinois nonprofit corporation, registered to do business in New Hampshire on August 22, 2007. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April, A.D. 2011

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SG

DATE (MM/DD/YYYY)

11/09/11

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

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

PRODUCER Forsyth Insurance Group, Inc. 430 E Vine Springfield, IL 62703	217-525-9500	CONTACT NAME: James G Hulligan	FAX (A/C, No): 217-528-1528
	217-528-1528	PHONE (A/C, No, Ext): 217-525-9500	
		EMAIL ADDRESS: jhulligan@forsyth-ins.com	
		PRODUCER CUSTOMER ID #: CQUES-1	
		INSURER(S) AFFORDING COVERAGE	
INSURED C-Quest America, Inc. Adam A Bruns, CPA, CFO 500 S 9th St Springfield, IL 62701	INSURER A: Travelers		NAIC # 40282
	INSURER B: General Casualty Co of IL		18821
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

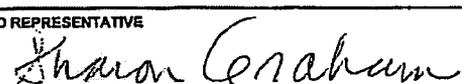
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

LINE	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		TT06303134	11/01/11	11/01/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
	GENL AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT				
		<input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY		CBA0646184	11/01/11	11/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	TT06303135	11/01/11	11/01/12	EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A			WG STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
10 day Notice of Cancellation

CERTIFICATE HOLDER

CANCELLATION

DIRECT-3 Director, Division of Public Health Svcs NH DHHS 29 Hazen Drive Concord, NH 03301-6504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2009 ACORD CORPORATION. All rights reserved.

RECEIVED

DEC 14 2011

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		_DATE (MM/DD/YYYY) 12/09/2011
PRODUCER (847) 699-6590 Hahn Agency, Inc. 2200 E. Devon Ave., Suite 340 Des Plaines IL 60018-4591	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED CQuest America, Inc. 500 South 9th St. Springfield IL 62701-	INSURERS AFFORDING COVERAGE INSURER A: Hartford Insurance Group INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																								
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		/ /	/ /	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$																								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$																								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$		/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$																								
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	83WECIR1164	01/01/2012	01/01/2013	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 20%;">WC STATU-TORY LIMITS</td> <td style="width: 5%; text-align: center;"><input type="checkbox"/></td> <td style="width: 5%;">OTH-ER</td> <td style="width: 15%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td>\$</td> <td>1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> <td>\$</td> <td>1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> <td>\$</td> <td>1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/>	WC STATU-TORY LIMITS	<input type="checkbox"/>	OTH-ER				E.L. EACH ACCIDENT			\$	1,000,000		E.L. DISEASE - EA EMPLOYEE			\$	1,000,000		E.L. DISEASE - POLICY LIMIT			\$	1,000,000
<input checked="" type="checkbox"/>	WC STATU-TORY LIMITS	<input type="checkbox"/>	OTH-ER																											
	E.L. EACH ACCIDENT			\$	1,000,000																									
	E.L. DISEASE - EA EMPLOYEE			\$	1,000,000																									
	E.L. DISEASE - POLICY LIMIT			\$	1,000,000																									
		OTHER		/ /	/ /																									

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

() - () -
 Director

 Division of Public Health Services
 NH DHHS - WIC Program
 29 Hazen Drive
 Concord NH 03301-6504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENOEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE

**New Hampshire Department of Health and Human Services
Division of Public Health Services
Bureau of Population Health & Community Services
Healthy Eating & Physical Activity Section
AMENDMENT/RENEWAL BUDGET FORM**

Bidder/Program Name: Women, Infants & Children Nutrition Program

Budget Request for: CQuest of America

Budget Period: July 1, 2007 through June 30, 2014

Line Item	SY08/SY12 Current Modified Budget	SY13 Increase / (Decrease) Budget	SY14 Increase / (Decrease) Budget	Requested Modified Budget
Operations Management Support	\$ 133,713.00	30,171.00	31,080.00	\$ 194,964.00
Network Support Services	\$ 133,713.00	30,171.00	31,080.00	\$ 194,964.00
Help Desk Services	\$ 467,997.00	105,591.00	108,756.00	\$ 682,344.00
Daily Operations	\$ 401,151.00	90,507.00	93,216.00	\$ 584,874.00
Hardware & Software Maintenance & Support	\$ 100,956.00	22,773.00	23,460.00	\$ 147,189.00
Security Services	\$ 73,878.00	16,668.00	17,172.00	\$ 107,718.00
Disaster Recovery	\$ 100,290.00	22,632.00	23,310.00	\$ 146,232.00
Ad Hoc Reporting Services	\$ 18,000.00	3,600.00	3,600.00	\$ 25,200.00
Data Extraction Services	\$ 68,196.00	15,390.00	15,852.00	\$ 99,438.00
Database Administration Services	\$ 401,151.00	90,507.00	93,216.00	\$ 584,874.00
Sub Total Monthly Operations Costs	\$ 1,899,045.00	428,010.00	440,742.00	\$ 2,767,797.00
Deliverable 3	\$ 26,660.00	0.00	0.00	\$ 26,660.00
Deliverable 4	\$ 20,800.00	0.00	0.00	\$ 20,800.00
Deliverable 5-Food Rule	\$ 131,716.00	0.00	0.00	\$ 131,716.00
Deliverable 5-Tech Service Modifications	\$ 111,415.00	20,000.00	20,000.00	\$ 151,415.00
TOTAL	\$ 2,189,636.00	448,010.00	460,742.00	3,098,388.00

DHHS Program/Section Manager Approval MM
initials



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



Nicholas A. Toumpas
Commissioner

José Thler Montero
Director

April 18, 2011

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

Approved F/C _____
Date _____
Approved G&C Item # 44
Date 5/11/11
Not Approved _____

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, Healthy Eating and Physical Activity Section, Special Supplemental Nutrition Program for Women, Infants and Children (WIC) to amend an agreement with CQuest America, Inc. Purchase Order #100917, Vendor #168898 B001, 500 South 9th Street, Springfield, Illinois 62701, by increasing the Price Limitation by \$51,415.00 from \$2,138,221.00 to \$2,189,636.00 for modifications to the New Hampshire Program's integrated benefits management system called StarLINC, effective the date of Governor and Council approval thru June 30, 2011. This agreement was originally approved by Governor and Council on June 27, 2007, item #237, amended on November 28, 2007, item #124, amended on May 6, 2009, item #104, and amended on September 22, 2010, item #173. Funds are available in the following accounts for SFY 2011, and are anticipated to be available in SFY 2012 upon availability and continued appropriation of funds in the future operating budgets with authority to adjust amounts if needed and justified, between State Fiscal Years.

05-95-90-901510-5260, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PREVENTION SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM.

Table with 7 columns: Fiscal Year, Class/Object, Class Title, Job Number, Current Modified Budget, Increased (Decreased) Amount, Revised Modified Budget. Rows include SFY08, SFY09, and SFY10 entries for Grants & Contracts and Contracts for Prog Svc.

50,166 70,166

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY11	102-500731	Contracts for Prog Svc	90006009	0.00	1,249.00	1,249.00
SFY11	102-500731	Contracts for Prog Svc	90006015	400,020.00	0.00	400,020.00
SFY11	102-500731	Contracts for Prog Svc	90006042	20,000.00	-37,752.00	-57,752.00
SFY11	102-500731	Contracts for Prog Svc	90006115	0.00	12,414.00	12,414.00
			Sub-Total	\$420,020.00	\$51,415.00	\$471,435.00
SFY12	102-500731	Contracts for Prog Svc	90006015	423,807.00	0.00	423,807.00
SFY12	102-500731	Contracts for Prog Svc	90006042	20,000.00	0.00	20,000.00
			Sub-Total	\$443,807.00	\$0.00	\$443,807.00
			Total	\$2,138,221.00	\$51,415.00	\$2,189,636.00

EXPLANATION

Funds in this amendment will be used to make required technical modifications to the existing integrated benefits management system. The Healthy Eating and Physical Activity Section administers two United States Department of Agriculture supplemental nutrition programs serving more than 25,000 consumers: Women, Infants and Children, and the Commodity Supplemental Food Program for women, children, and seniors. The Programs use an integrated benefits management system called StarLINC. This automated system is used to determine client financial eligibility and nutritional needs both for education and supplemental foods. The system also issues for the Women, Infants and Children, the paper food voucher clients redeem at the grocery store, and it ties directly into the State's accounting system, enabling online payments to grocery stores and thereby eliminating the need for paper checks. The StarLINC system allows the program to quickly identify duplicate clients, suspended clients, fraudulent requests for payment for grocery stores, and it maximizes the efficiency of the processing of food vouchers for payment.

Having an automated benefits management system is a federal requirement, and as with all automated integrated systems, technical modifications are necessary. The funds in this amendment will be used to make necessary technical modifications to the system, which are necessary due to the Program's reorganization of its geographic services areas. The Program will go from seven local agency agreements to four on July 1, 2011. These modifications will combine five (5) separate databases into two. This will save time for the clients and allow the local agency staff to more efficiently do their job.

Should Governor and Council determine to not authorize this request as of July 1, 2011, the StarLINC system would not be able to meet its federal requirements for the operation of an automated benefits processing system. The system would not be able to determine a new participant's eligibility, or provide nutrition and food benefits to enrolled participants, or pay the grocery stores.

Starling Consulting, Inc. was originally selected for this project through a competitive bid process. A legal notice was published in the New Hampshire Union Leader soliciting Request for Proposals on January 29, 30 and 31, 2007. A bidders' conference was held on February 6, 2007. The Request for Proposals was also posted on the Department of Health and Human Services web site.

Starling Consulting was the only company to submit a proposal, which was then reviewed by six reviewers. All six reviewers have extensive knowledge of the Women, Infants and Children Program's automated computer system, testing and approval of various Women, Infants and Children software versions, local Women, Infants and Children agency automation and multiple State automated computer systems. All have degrees in nutrition, business administration, computer science or human services; and have prior experience in reviewing proposals. The reviewers were: two (2) Department of Health and Human Services staff, with 20-25 years experience in management, nutrition, health and computer information systems; two (2) from the Department of Information Technology with 10-28 years in business administration, business analyst of information systems and developing information systems software; and two (2) external staff, who are local agency Women, Infants and Children and Commodity Supplemental Food Program directors with 15-25 years experience in management, fiscal planning, grant proposals and human services. The Request for Proposals scoring summary is attached. A contract amendment effective November 28, 2007 through June 30, 2012 reassigned the contract from Starling Consulting, Inc. to CQuest, America, Inc.

As referenced in the original letter approved by Governor and Council on June 27, 2007, item #237, and amended on November 28, 2007, item #124, and on May 6, 2009, item #104, and on September 22, 2010, item #173, and in the Request for Proposals, Renewal Section, this competitively procured Agreement has the option to renew for four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval by the Governor and Council.

In the Request for Proposals, Amendment Section, this Agreement may be amended contingent upon satisfactory program performance, fiscal expenditures, other contract requirements, and approval by the Governor and Council. The Division of Public Health Services is exercising this amendment option. These services were contracted previously with this vendor in SFY 2008 through SFY 2012 in the amount of \$2,138,221.00. This amendment represents an increase of \$51,415.00 in SFY 2011. This increase is due to necessary modifications to the New Hampshire StarLINC system.

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

- Timeliness in modification of federally regulated and food industry mandated changes.

Area served: Statewide.

Source of Funds: 100% Federal Funds from the United States Department of Agriculture.

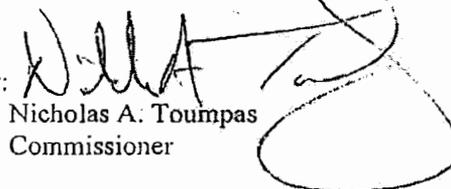
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

TRD (B) dr



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



July 7, 2010

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

Approved F/C _____
Date _____
Approved G&C Item # 173
Date 9/22/10
Not Approved _____

REQUESTED ACTION

Authorize the Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), Bureau of Population Health and Community Services, Healthy Eating and Physical Activity Section, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) to amend an agreement with CQuest America, Inc. Purchase Order #100917, Vendor #168898 B001, 500 South 9th Street, Springfield, Il 62701, to add Standard Exhibit I, and by increasing the Price Limitation by \$40,000 from \$2,098,221 to \$2,138,221 to provide technical services intended for modifications to the New Hampshire WIC Program's integrated benefits management system (StarLINC), to be effective upon Governor and Council approval through June 30, 2012. This agreement was originally approved by Governor and Council on June 27, 2007, item #237, amended on November 28, 2007, item #124, and amended on May 6, 2009, item #104. Funds are available in the following accounts for SFY 2011, and are anticipated to be available in SFY 2012 upon availability and continued appropriation of funds in the future operating budgets with authority to adjust amounts if needed and justified, between State Fiscal Years.

05-95-90-901510-5260, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, HEATHY EATING AND PHYSICAL ACTIVITY SECTION.

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY08	098-0415	Grants & Contracts	90006015	300,000.00	0	300,000.00
SFY08	094-0415	Grants & Contracts	90006015	88,680.00	0	88,680.00
			Sub-Total	\$388,680.00	0	\$388,680.00
SFY09	103-502664	Contracts for Prog Svc	90006015	300,000.00	0	300,000.00
SFY09	102-500731	Contracts for Prog Svc	90006015	66,412.00	0	66,412.00
SFY09	102-500731	Contracts for Prog Svc	90006042	107,595.00	0	107,595.00
			Sub-Total	\$474,007.00		\$474,007.00
SFY10	102-500731	Contracts for Prog Svc	90006015	387,586.00	0	387,586.00
SFY10	102-500731	Contracts for Prog Svc	90006042	24,121.00	0	24,121.00
			Sub-Total	\$411,707.00	0	\$411,707.00

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY11	102-500731	Contracts for Prog Svc.	90006015	400,020.00	0.00	400,020.00
SFY11	102-500731	Contracts for Prog Svc	90006042	0	20,000.00	20,000.00
			Sub-Total	\$400,020.00	\$20,000.00	\$420,020.00
SFY12	102-500731	Contracts for Prog Svc	90006015	423,807.00	0.00	423,807.00
SFY12	102-500731	Contracts for Prog Svc	90006042	0	20,000.00	20,000.00
			Sub-Total	\$423,807.00	\$20,000.00	\$443,807.00
			Total	\$2,098,221	\$40,000	\$2,138,221

EXPLANATION

As a Covered Entity under the Health Insurance Portability and Accountability Act (HIPAA), the Department of Health and Human Services is required to have a Business Associate Agreement (Exhibit I) with an entity that provides a service or does something on the Department's behalf that includes the sharing of Protected Health Information.

Funds in this amendment will be used to maintain continuity of technical services for hosting the WIC's Program StarLINC automatic benefits system. CQuest America, Inc. (CQuest) will provide operations management support, network support services and help desk services.

The Healthy Eating and Physical Activity Section administers three United States Department of Agriculture (USDA) supplemental nutrition programs serving more than 25,000 consumers: 1) WIC, 2) the Commodity Supplemental Food Program (CSFP), and 3) the Farmers' Market Nutrition Program (FMNP). The New Hampshire WIC Program's integrated benefits management system (StarLINC) is an automated benefits system developed and funded through a USDA mandate for use of automated systems to maximize the efficiency of benefits processing.

Starling Consulting, Inc. was originally selected for this project through a competitive bid process. A legal notice was published in the New Hampshire Union Leader soliciting Request for Proposals (RFP) on January 29, 30 and 31, 2007. A bidders' conference was held on February 6, 2007. The RFP was also posted on the DHHS web site.

Starling Consulting, Inc. was the only company to submit a proposal, which was then reviewed by six (6) reviewers. The proposal was scored by taking an average of all reviewers' scores. The six reviewers have extensive knowledge of the WIC Program automated computer system. Areas of specific expertise include testing and approval of various WIC software versions, local WIC agency automation and multiple State automated computer systems. The RFP scoring summary sheet is attached. A contract amendment effective November 28, 2007 through June 30, 2012 reassigned the contract from Starling Consulting, Inc. to CQuest America, Inc. (CQuest).

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
July 7, 2010
Page 3

As referenced in the original letter approved by Governor and Council on June 27, 2007, item #237, and amended on November 28, 2007, item #124, and on May 6, 2009, item #104, in the Request for Proposals, Renewal Section, this Agreement has the option to renew for four (4) additional years, pending availability of funding, the agreement of the parties, and approval by Governor and Council. These services were contracted previously with this vendor in SFY 2008 through SFY 2012 in the amount of \$2,098,221. This amendment represents an increase of \$20,000 per year in SFY 2011 and SFY 2012. This increase is due to periodic modifications to the NH StarLINC system.

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

- Timeliness in modification of federally regulated and food industry mandated changes.

The geographic area to be served is statewide.

Source of Funds: 100% Federal Funds

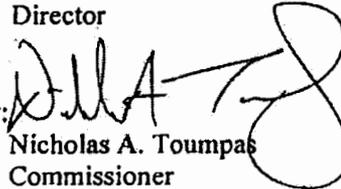
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/MM/paw



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

29 HAZEN DRIVE, CONCORD, NH 03301-6504
 603-271-4546 1-800-852-3345 Ext. 4546
 Fax: 603-271-4779 TDD Access: 1-800-735-2964

Nicholas A. Toumpas
 Commissioner

José Thier Montero
 Director

March 13, 2009

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

Approved F/C _____

Date _____

Approved G&C #108

Date 5/6/09

Not Approved _____

REQUESTED ACTION

Authorize the Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), Bureau of Prevention Services, Nutrition and Health Promotion Section, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), to amend an agreement with CQuest America, Inc., Contract # 210478 (Vendor #132774), 500 South 9th Street, Springfield, IL 62701, by increasing the Price Limitation by \$151,716 from \$1,946,505 to an amount not to exceed \$2,098,221 to provide technical services intended for modifications to the New Hampshire WIC Program's integrated benefits management system (StarLINC), to be effective upon Governor and Council approval through June 30, 2012. This agreement was originally approved by Governor and Council on June 27, 2007, item #237, and amended on November 28, 2007, item #124. Funds are available in the following accounts to support this agreement in SFY 2009 and are anticipated to be available in SFY 2010 through SFY 2012 upon the availability and continued appropriation of funds in future operating budgets with authority to adjust amounts between State Fiscal Years if needed and justified.

Appropriation Title	Appropriation	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	SFY 2008				
Contract for Program Services	010-090-5260-098-0415	90006015	\$300,000	\$0	\$300,000
Contract for Program Services	010-090-5260-094-0415	90006015	\$88,680	\$0	\$88,680
	Subtotal		\$388,680	\$0	\$388,680
	SFY 2009				
Contract for Program Services	010-090-5260-103-2664	90006015	\$300,000	\$0	\$300,000
Contract for Program Services	010-090-5260-102-0731	90006015	\$56,412	\$10,000	\$66,412
Contract for Program Services	010-090-5260-102-0731	90006042	\$0	\$107,595	\$107,595
	Subtotal		\$356,412	\$117,595	\$474,007
	SFY 2010				
Contract for Program Services	010-090-5260-102-0731	90006015	\$377,586	\$10,000	\$387,586
Contract for Program Services	010-090-5260-102-0731	90006042	\$0	\$24,121	\$24,121
	Subtotal		\$377,586	\$34,121	\$411,707
	SFY 2011				
Contract for Program Services	010-090-5260-102-0731	90006015	\$400,020	\$0	\$400,020
	Subtotal		\$400,020	\$0	\$400,020

Appropriation Title	Appropriation	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	SFY 2012				
Contract for Program Services	010-090-5260-102-0731	90006015	\$423,807	\$0	\$423,807
	Subtotal		\$423,807	\$0	\$423,807
		Total	\$1,946,505	\$151,716	\$2,098,221

EXPLANATION

The Department of Health & Human Services (DHHS), Division of Public Health Services (DPHS), is requesting to amend an agreement with CQuest America Inc. (CQuest), to provide technical service modifications to the New Hampshire WIC Program's integrated benefits system (StarLINC). The Special Supplemental Nutrition Program for Women, Infants and Children (WIC) provides supplemental nutritious foods, nutrition education, referrals, and related services to pregnant women, new mothers, infants, and children from low-income or working families who are at risk of poor pregnancy outcomes or compromised childhood growth and development due to nutritionally-related conditions. Numerous evaluations have linked WIC to healthier pregnancies, fewer low birth weight infants, improved immunization status, and more regular source of medical care.

StarLINC is an automated benefits system developed and funded through a United States Department of Agriculture (USDA) mandate for use of automated systems to maximize the efficiency of benefits processing. The system is used to administer three USDA supplemental nutrition programs serving more than 25,000 eligible women, children, and seniors. CQuest, the vendor for the StarLINC system, provides hosting and operations of the central processing system including daily operations management, network support services, help desk services, hardware and software maintenance and support, systems security services, disaster recovery, ad hoc reporting services, data extraction services, and database administration for eight agencies serving WIC participants throughout New Hampshire.

Funds in this amendment will be used to make modifications to the New Hampshire StarLINC system as required by programmatic, regulatory or system needs as requested by the State, including technical services modifications to implement a new USDA food package rule no later than October 1, 2009.

Starling Consulting, Inc. was originally selected for this project through a competitive bid process. A legal notice was published in the New Hampshire Union Leader soliciting Request for Proposals (RFP) on January 29, 30 and 31, 2007. A bidders' conference was held on February 6, 2007. The RFP was also posted on the DHHS web site.

Starling Consulting, Inc. was the only company to submit a proposal, which was then reviewed by six (6) reviewers. The proposal was scored by taking an average of all reviewers' scores. The six reviewers have extensive knowledge of the WIC Program's automated computer system. Areas of specific expertise include testing and approval of various WIC software versions, local WIC agency automation and over 20 years experience in multiple State automated computer systems. The RFP scoring summary sheet is attached.

A contract amendment effective November 28, 2007 through June 30, 2012 reassigned the contract from Starling Consulting, Inc. to CQuest America, Inc. (CQuest).

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
March 13, 2009
Page 3

As referenced in the original letter approved by Governor and Council on June 27, 2007, Item #237, and amended on November 28, 2007, item #124, and in the Request for Proposal, Renewals Section, this Agreement has the option to renew for four (4) additional years, pending availability of funding, the agreement of the parties and approval by Governor and Council. These services were contracted previously with this vendor for the period of SFY 2008 to 2012 in the amount of \$1,946,505. This amendment represents an increase of \$151,716 to pay for system modifications to the New Hampshire StarLINC system.

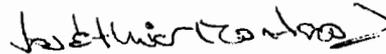
CQuest will make the necessary Technical Service Modifications at the request of the State, only after the DHHS and the Department of Information Technology (DoIT) have provided written approval to proceed with making such modifications.

The geographic area to be served is statewide.

Source of Funds: 100% Federal, Appropriation Code 010-090-5260-102-0731, Job Numbers 90006015 and 90006042.

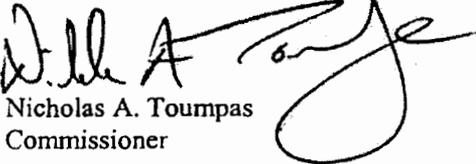
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by



Nicholas A. Toumpas
Commissioner

JTM/eb

124

Handwritten initials: Ba, Nk



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

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603-271-4546 1-800-852-3345 Ext. 4546
Fax: 603-271-4779 TDD Access: 1-800-735-2964

Nicholas A. Toumpas
Acting Commissioner

Mary Ann Cooney
Director

October 23, 2007

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

Approved F/C _____
Date 11-28-07
Approved G&C 124
Date _____
Not Approved _____

REQUESTED ACTION

Authorize the Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), Bureau of Prevention Services, Nutrition and Health Promotion Section, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), to amend an agreement with Starling Consulting, Inc. dba Greg Starling Consulting Contract #210478 (Vendor #116532), 711 South Capitol Way, Suite 301, Olympia, WA, 98501, by reassigning the contract to CQuest America Inc., (Vendor #132774) 500 South 9th Street, Springfield, Il 62701, who will maintain continuity by providing technical services for hosting the New Hampshire WIC Program's integrated benefits management system (StarLINC), effective the date of Governor and Council approval through June 30, 2012. This amendment does not increase the cost or length of the agreement. Governor and Council originally approved this agreement on June 27, 2007, Item #237.

EXPLANATION

The sole purpose of this amendment is to reassign the approved vendor from Starling Consulting, Inc to CQuest America, Inc. CQuest America, Inc. acquired Starling Consulting, Inc. in July 2007, thereby necessitating this amendment to the agreement. Approval of this Request will allow CQuest America, Inc. to continue to provide technical services for the ongoing operation of the New Hampshire WIC Program's StarLINC system. Attached is the agreement as originally approved by Governor and Council on June 27, 2007, Item #237.

The following performance measures will continue to be used to evaluate the effectiveness of the agreement: Operations management support, network support services, and help desk services.

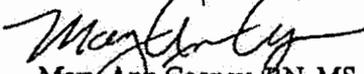
The geographic area to be served is statewide.

Source of Funds are 100% Federal Funds.

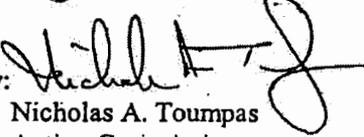
His Excellency, Governor John H. Lynch
and the Honorable Executive Council
October 23, 2007
Page 2

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

Respectfully submitted,


Mary Ann Cooney, RN, MS
Director

Approved by:


Nicholas A. Toumpas
Acting Commissioner

MAC/eb

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

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603-271-4546 1-800-852-3345 Ext. 4546
Fax: 603-271-4779 TDD Access: 1-800-735-2964

John A. Stephen
Commissioner

Mary Ann Cooney
Director

May 23, 2007

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

APPROVED BY _____

DATE 6/27/07

PAGE 27

ITEM # 237

REQUESTED ACTION

Authorize the Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), Bureau of Prevention Services, Nutrition and Health Promotion Section, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), to enter into an agreement with Starling Consulting, Inc. dba Greg Starling Consulting (Vendor #116532), 711 South Capitol Way, Suite 301, Olympia, WA, 98501, to provide technical services for hosting the New Hampshire WIC Program's integrated benefits management system (StarLINC), to be effective July 1, 2007 through June 30, 2012, in an amount not to exceed \$1,946,505. Funds are anticipated to be available in SFY 2008 through SFY 2012, depending upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts if needed and justified, between State Fiscal Years.

Approp#	Descrip	SFY 2008 Amt	SFY 2009 Amt	SFY 2010 Amt	SFY 2011 Amt	SFY 2012 Amt	Total Amt
010-090-5260-098-0415	Contracts	\$388,680	\$356,412	\$377,586	\$400,020	\$423,807	\$1,946,505

EXPLANATION

Funds in this agreement will be used for Starling Consulting to provide the following services: hosting and operations of the central processing system for three nutrition programs, including daily operations management, network support services, help desk services, hardware and software maintenance and support, systems security services, disaster recovery, ad hoc reporting services, data extraction services, and database administration services as requested by the State.

The Nutrition and Health Promotion Section administers three United States Department of Agriculture (USDA) supplemental nutrition programs serving more than 25,000 consumers: 1) WIC, 2) the Commodity Supplemental Food Program (CSFP), and 3) the Farmers' Market Nutrition Program (FMNP). Funds in this agreement will be used to support client eligibility and data collection, benefits issuance, and benefits payment administration for these programs. This automated benefits system was developed and funded through a USDA mandate for the use of automated systems to maximize the efficiency of benefits processing. Starling Consulting developed and operated the current New Hampshire system (named StarLINC) during the previous two years. The purpose of this agreement is for Starling Consulting to provide technical services for ongoing operations of the New Hampshire WIC Program's StarLINC system.

Starling Consulting was selected for this project through a competitive bid process. A legal notice was published in the New Hampshire Union Leader soliciting Request for Proposals (RFP) on January 29, 30 and 31, 2007. A bidders' conference was held on February 6, 2007 to review the RFP with any companies expressing an interest in responding. The RFP was also posted on the DHHS web site.

Starling Consulting was the only company to submit a proposal, which was then reviewed by six (6) reviewers, including two (2) State WIC staff, two (2) State Office of Information Technology (OIT) staff, and two (2) local agency WIC staff. The initial RFP review process generated a list of fourteen (14) proposal questions that Starling Consulting was requested to respond to, in order for reviewers to develop a final score. The RFP scoring summary is attached.

As referenced in the Request for Proposal, Renewals Section, this Agreement has the option to renew for four (4) additional years, pending availability of funding, the agreement of the parties and approval by Governor and Council. These services were contracted previously with this company in SFY 2005, 2006 and 2007 in the amount of \$870,000, an average of \$290,000 per year. This new five-year agreement in the amount of \$1,946,505 represents an average increase in funding of \$99,301 per year. This increase is due to major changes in scope of the agreement in the next phase of this project with hosting, modifications and maintenance functions.

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

- Operations management support;
- Network support services;
- Help desk services.

The geographic area to be served is statewide.

Source of Funds are 100% Federal Funds.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 23, 2007
Page 3

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

Respectfully submitted,


Mary Ann Cooney, RN, MS
Director

Approved by: 
John A. Stephen
Commissioner

MAC/lr

State of New Hampshire
DEPARTMENT OF HEALTH AND HUMAN SERVICES
New Hampshire StarLINC System
RFP 2007-049 Contract Exhibit A

Scope of Services

1.0 INTRODUCTION

1.1 TERMS AND DEFINITIONS

The following terms and definitions apply to this Contract:

ACD	Automated Call Distribution
Acceptance	A notice from the State to the Contractor that, as applicable, Acceptance Testing or Review has been satisfied.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Acceptance Test Plan	An Acceptance Test Plan document describes in detail the series of tests and training to be performed with corresponding Acceptance Criteria and how the tests will be performed.
Agency	Department of Health & Human Services (DHHS), Division of Public Health Services (DPHS)
Best and Final Offer (BAFO)	For negotiated procurements, a contractor's final offer following the conclusion of discussions. In negotiations, one or other of the parties declares that this is as far as they can go and it is up to the other to accept, or reject and 'walk away'.
Business Continuity Plan	Prioritized list of essential functions and activities that must be continued under any and all circumstances.
CDC	US DHHS, Centers for Disease Control and Prevention
Central Processing Site (CPS)	System host
Certification	The Contractor's written declaration with full supporting and written documentation (including without limitation test results as applicable) that the Contractor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Order	The document used to propose and accept changes to the Service Level Agreement/Work Plan.
Clinic	Site where direct client services are provided; may be permanent or mobile.
Conflict of Interest	Refers to a situation when someone, such as a lawyer or public official, has competing professional or personal obligations or personal or financial interests that would make it difficult to fulfill his or her duties fairly.
Confidential Information	Information required to be kept confidential from unauthorized disclosure.
Contract	Binding legal agreement between the State of New Hampshire and the Contractor, as approved by the Governor & Executive Council of the State of New Hampshire. The Contract includes, without limitation, the Request for Proposal, the Offer submitted in response to the RFP, the Contract Award, the standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, and any addenda and amendments thereto.

**State of New Hampshire
DEPARTMENT OF HEALTH AND HUMAN SERVICES
New Hampshire StarLINC System
RFP 2007-049 Contract Exhibit A**

Scope of Services

Contract Conclusion	Refers to the conclusion of the Contracts, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Manager and Contract Administrator	The persons identified by the State and by the Contractor respectively who shall be responsible for all administration of the Contract. These responsibilities shall include but not be limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the respective parties in all Contract administration activities.
Contractor	The Contracted Company that will perform the duties and specifications of the RFP.
Critical Outage	Technology-related outages of an unscheduled or unplanned nature that typically result from malfunction of hardware, software, or data communication lines.
CSFP	Commodity Supplemental Food Program, a USDA-funded program operated through StarLINC.
Custom Software	Software developed specifically for the StarLINC system.
Customer Satisfaction Survey	Survey of end users to determine degree of satisfaction with system and additional changes needed.
Customer Support Log	Log of Help Desk calls, including actions taken and final disposition.
DAS	Department of Administrative Services
DBA	Database Administrator
Data	State's records, files, forms, data and other documents or information that will be converted by Contractor for processing.
Days	Calendar days unless otherwise indicated.
Deficiency/Deficiencies	A failure or defect in a Deliverable resulting in the Deliverable, the Software, or the System not meeting requirements.
Deliverable	Any written software, or non-software Deliverable (letter, report, manual, book, other), provided by Contractor to the State under the terms of a Contract requirement.
Department	Department of Health and Human Services (DHHS)
Deployment	The process of installing, setting up, testing and running new equipment and/or new releases of software. Deployment is often used as an alternate to the word "implementation." For example, "XYZ software deployment" is the same as saying "XYZ software implementation." To "deploy" something is to "get it installed and running."
Disaster Recovery Plan	A plan for recovery from natural or man-made disaster events, providing an overview of the various authorities and responsibilities that the Contractor, the State agency and local agencies have in the event of a disaster.
Division	Division of Public Health Services (DPHS)
Documentation	All operations, technical, user and other manuals used in conjunction with the System and Software, in whole and in part.
Effective Date	The date on which an agreement, such as a contract, takes effect.
Elementool	The on-line Help Desk software used to document problems reported and their solutions/resolutions.

State of New Hampshire
DEPARTMENT OF HEALTH AND HUMAN SERVICES
New Hampshire StarLINC System
RFP 2007-049 Contract Exhibit A

Scope of Services

End-Users	Staff employed at the Department's Nutrition and Health Promotion Section and staff employed at community-based agencies under Contract to the Department to provide direct WIC/CSFP/FMNP services.
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the documentation as a result of enhancements, including, but not limited to, enhancements produced by Change Orders.
Federal Fiscal Year (FFY)	The USDA Federal Fiscal Year extends from October 1 through September 30 th of the following calendar year.
Firm Fixed Price Contract (FFP)	A firm-fixed-price Contract provides a price that is not subject to increase or decrease, i.e., adjustment based on the Contractor's cost experience in performing the contract.
FMNP	Farmers' Market Nutrition Program, a USDA-funded program operated through StarLINC.
GAAP	Generally Accepted Accounting Principles
Governor and Council (G&C)	The New Hampshire Governor and Executive Council
Information Technology (IT)	Reference for the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, data processing, computing, information systems, telecommunications, and various audio and video technologies.
Key Project Staff	Personnel identified by the State and by Starling Consulting to work on the StarLINC System in designated roles.
Local Agency	A community-based agency under Contract to the Department to provide direct WIC/CSFP/FMNP services, and end-users of the StarLINC application.
Mobile Server	Laptop server used to support StarLINC actions at mobile clinic sites.
NH State Holidays	New Years Day, Martin Luther King Day, Presidents Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving, and Christmas.
Non-Exclusive Contract	A Contract executed by the State that does not restrict the State Agency from seeking alternative sources for the product or service.
Normal Business Hours	8:00AM to 4:30PM EDT/EST, Monday through Friday.
Notice to Proceed	The State's direction to the Contractor to begin work on the Contract on a given date and time.
Office of Information Technology (OIT)	The Office of Information Technology established under RSA 4-D within the Office of the Governor.
Operations	All processes and services provided by the Contractor to internal and external clients and used by themselves, to maintain, operate, and support the StarLINC System. These processes and services include: management, envisioning, planning, design, implementation, construction, deployment, distribution, verification, installation, execution, and maintenance.

State of New Hampshire
DEPARTMENT OF HEALTH AND HUMAN SERVICES
New Hampshire StarLINC System
RFP 2007-049 Contract Exhibit A

Scope of Services

Operations Manager	Starling Consulting employee who has authority and responsibility to ensure that work described in the Contract is performed according to agreed upon performance levels and schedules.
Order of Precedence	The order in which Contract Activities/Documents preside in the event of a conflict or ambiguity.
POC	Point of Contact
Priority Requests	A product of a ranking system that shall be used to categorize all requests for service, as defined in the Service Level Agreement.
Project Team	The group of State employees and Starling Consulting's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with Work Plans for system modifications and Service Level Agreement on time, on budget, and to the required Specifications.
Proposal	The submission from the Contractor in response to New Hampshire RFP 2007-049.
RFP (Request for Proposal)	A Request For Proposal which solicits Contractor proposals to satisfy State functional requirements by supplying data processing product and/or service resources according to specific terms and conditions.
Schedule	The dates determined for performance of Services and work plans established for modifications under Contract Exhibit A and future Change Orders.
Service Level Agreement (SLA)/Work Plan	An agreement between Starling Consulting and the State specifying the level of service that is expected and provided by Starling Consulting during the term of the Contract..
StarLINC	New Hampshire WIC/CSFP/FMNP Management Information System to be hosted, operated, maintained and/or enhanced under this Contract.
State	The State of New Hampshire, acting through the Department of Health & Human Services.
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year.
State's Confidential Information	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A.
Subcontractor	A person, partnership, or company not in the employment of or owned by the Contractor, which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Terminal Services	Allows users to access applications or data stored on a remote computer over a network connection.

State of New Hampshire
DEPARTMENT OF HEALTH AND HUMAN SERVICES
New Hampshire StarLINC System
RFP 2007-049 Contract Exhibit A

Scope of Services

USDA/FNS	US Department of Agriculture, Food & Nutrition Service
User Acceptance Testing (UAT)	Tests completed by knowledgeable business users who are familiar with the scope of the system.
WIC	Special Supplemental Nutrition Program for Women, Infants, & Children, a USDA-funded program operated through StarLINC.
Work Plan	A component of the Service Level Agreement that documents the overall plan of activities for any System modifications or projects created within the Contract. A Work Plan defines the dates, milestones, tasks, and deliverables that will drive the modification or project.
Written Deliverable	Written documentation (letter, report, manual, book, or other) provided by Starling Consulting either in paper or electronic format.

State of New Hampshire
DEPARTMENT OF HEALTH AND HUMAN SERVICES
New Hampshire StarLINC System
RFP 2007-049 Contract Exhibit A

Scope of Services

CONTRACT PERIOD: July 1, 2007 or date of Governor & Council approval, whichever is later, through June 30, 2012

CONTRACTOR NAME: Starling Consulting, Inc.

ADDRESS: 711 South Capitol Way, Suite 301, Olympia, WA 98501

CONTRACT ADMINISTRATOR: Diane Decker

TELEPHONE: 360-754-7473 x115

Vendor #116532

Job #90006015

Appropriation #010-090-5260-098-0415

2.0 CONTRACT/ORDER OF APPEARANCE

This Contract is by and between the Department of Health and Human Services (hereinafter "State" or "DHHS") and Starling Consulting, Inc. DBA Greg Starling Consulting (hereinafter "Starling Consulting" or "Contractor").

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

1. State of New Hampshire, Department of Health and Human Services Contract 2007-049.
2. Service Level Agreement, dated May 11, 2007 – Contract Exhibit A-2
3. The Starling Consulting response to DHHS RFP 2007-049, dated March 12, 2007 – Contract Exhibit A-1
4. DHHS RFP 2007-049 issued January 26, 2007 – Contract Exhibit A-3

3.0 SCOPE OF SERVICES

Starling Consulting will provide to the State services, software, documents, and Deliverables as set forth in this Contract and its exhibits. In general, this non-exclusive Contract is inclusive of maintenance, training and associated consulting services, planning, data conversion, ad hoc reporting, technical support, and modifications as described in the Service Level Agreement or subsequent Change Order documents.

4.0 PERIOD OF PERFORMANCE/TERMINATION

4.1 PERIOD OF PERFORMANCE

The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council approval (hereinafter "Effective Date").

The Contract shall begin on the Effective Date and extend through June 30, 2012. The contract term may be extended no more than twice for additional periods not to exceed two (2) years per extension,

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for a total of two (2) extensions not to exceed four (4) years, ("Extended Term"), at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term, up to but not beyond June 30, 2016. Any such extensions require contract amendments and must be specifically approved in advance and in writing by USDA/Food & Nutrition Service and Division, Department, and OIT officials, the New Hampshire State Attorney General, and the Governor and Executive Council.

Starling Consulting shall commence work upon issuance of a Notice to Proceed by the State. If Starling Consulting commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of Starling Consulting and the State shall be under no obligation to pay Starling Consulting for any costs incurred or Services performed.

4.2 TERMINATION FOR CONVENIENCE

4.2.1 General

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

4.2.2 Phase Out Period

During the thirty (30) day written notice period, Starling Consulting shall phase out and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such phase out and cessation of Services.

4.3 TERMINATION FOR CAUSE

Notwithstanding anything to the contrary, the State reserves the right to terminate this Contract without liability to Starling Consulting in the event that Starling Consulting Project staff or Project Management staff fail to meet the performance requirements of this Contract.

4.4 TERMINATION FOR DEFAULT

Unless otherwise provided in the Contract, the State shall provide Starling Consulting written notice of default, and Starling Consulting must cure the default within thirty (30) days ("Cure Period") of its receipt of the notice of default. If Starling Consulting fails to cure the default within the Cure Period, the State may, at its sole discretion, terminate the Contract, declare Starling Consulting in default, and pursue its remedies at law or in equity, or both.

4.4.1 Actions Authorized

In the event the State declares Starling Consulting in default under any provision of the Contract, the State may, at a minimum, take any or all of the following actions:

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4.4.1.1 Set-off against any other obligations the State may owe to Starling Consulting under this Contract;

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

4.4.2 Notice of Default

In the event of default by the State, Starling Consulting shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days of its receipt of the notice of default, unless otherwise extended by Starling Consulting.

4.4.3 Remedy Non-Exclusive

No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's election or non-election of one or more remedies shall not constitute a waiver of its right to pursue other legally available remedies.

4.5 TERMINATION FOR CONFLICT OF INTEREST

4.5.1 General

The State may terminate the Contract by written notice if it determines that a conflict of interest exists. In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance payments made by the State. The State shall pay all other Contract payments that would have become due and payable if Starling Consulting did not know, or reasonably did not know, of the conflict of interest.

4.5.2 Declaration of Default

In the event the Contract is terminated as provided above and Starling Consulting knew or should have known of such a conflict, the State shall be entitled to declare Starling Consulting in default, and to pursue remedies available at law and in equity.

4.6 TERMINATION PROCEDURE

4.6.1 Actions Required

After receipt of a notice of termination, and except as otherwise directed by the State, Starling Consulting shall:

4.6.1.1 Stop work under the Contract on the date, and to the extent specified, in the notice;

4.6.1.2 Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Contract;

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4.6.1.3 Take such action as the State directs that is reasonable and customary under the circumstances, or as necessary to preserve and protect the property related to the Contract which is in the possession of Starling Consulting and in which the State has an interest;

4.6.1.4 Transfer possession, as applicable, to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and

4.6.1.5 Provide written certification to the State that the Contractor has surrendered to the State all said property.

5.0 CONTRACT ADMINISTRATION

The Contract will require the coordinated efforts of a Project Team consisting of both Starling Consulting and State personnel. Starling Consulting shall provide all necessary resources to perform its obligations under the Contract.

5.1 STARLING CONSULTING MANAGERIAL STAFF

5.1.1 StarLINC Contract Administrator

The Starling Consulting StarLINC Contract Administrator shall handle all administrative aspects of the Contract, including writing and coordinating the approval process for all Change Orders and project proposal documents, and the coordination of all sub-contractor documents. The duties of the Contract Administrator are described in further detail at Contract Section 7.1.1: *Contract Administrator*.

The StarLINC Contract Administrator is:

Diane Decker
StarLINC Contract Administrator
711 S Capitol Way, Suite 301
Olympia, WA 98501
Phone: (360) 754-7473 ext. 115
Fax: (360) 754-6304
diane@starlingsystems.com

Or the designated successor.

5.1.2 StarLINC Operations Manager

Starling's StarLINC Operations Manager (Operations Manager) is the lead Point of Contact for DHHS and OIT. The Operations Manager has authority and responsibility to ensure that work

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described in the Contract is performed according to agreed upon performance levels and schedules.

The StarLINC Operations Manager is:

Mary Donahoo
StarLINC Operations Manager
711 S Capitol Way, Suite 301
Olympia, WA 98501
Phone: (360) 754-7473 ext. 109
Fax: (360) 754-6304
mary@starlingsystems.com

Or the designated successor.

5.2 STATE CONTRACT MANAGER

5.2.1 Contract Manager Assigned

The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract management. This person is:

Robin Williamson McBrearty, MSW, Administrator
Nutrition & Health Promotion Section
New Hampshire Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
Phone: (603) 271-4546
Fax: (603) 271-4779
rmcbrearty@dhhs.state.nh.us

Or the designated successor or assignee.

5.2.2. Duties

The duties of the Contract Manager shall include:

- 5.2.2.1 Contract management.
- 5.2.2.2 Strategic project planning.
- 5.2.2.3 Approval of Work Plans developed for System modification or enhancement.
- 5.2.2.4 Approval of expenditures submitted by Starling Consulting.
- 5.2.2.5 Review and approval of Change Order requests as recommended by the State Project Manager.
- 5.2.2.6 Review and approval of Contract Deliverables as recommended by the State Project Manager.

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5.3 STATE PROJECT MANAGER

5.3.1 Project Manager Assigned

The State shall assign a Project Manager to manage the Information Technology components of the StarLINC system. This person is:

Mark Parris
Office of Information Technology
40 Donovan Street, Concord, NH 03301
Phone: (603) 271-0989
Fax: (603) 271-3007
mark.parris@oit.nh.gov

Or the designated successor or assignee.

5.3.2 Duties

The duties of the Project Manager shall include:

5.3.2.1 Lead technical Point of Contact for Starling Consulting.

5.3.2.2 Review and recommend approval of Change Orders that require amendments to hardware or software.

5.3.2.3 Review and recommend approval of Contract Deliverables that involve changes to hardware and software.

5.3.2.4 Monitoring of Starling Consulting's Information Technology environment for performance, sustainability, and risks of system failure.

6.0 SERVICE LEVEL AGREEMENT/DELIVERABLES/WORK PLAN

6.1 CHANGES TO THE SERVICE LEVEL OF AGREEMENT

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit A-2: *SLA/Work Plan* shall not relieve Starling Consulting from liability to the State for damages resulting from Starling Consulting's failure to perform its obligations under the Contract. In the event of any deviation or change from the service levels described in the Service Level Agreement or in Change Order schedules, Starling Consulting must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of Starling Consulting or the State causing the problem; its estimated duration; and recommend specific actions that need to be taken to correct the problem.

6.2 SERVICE LEVEL AGREEMENT UPDATES

Starling Consulting shall update the SLA/Work Plan as necessary but no less than annually. Any update of the SLA/Work Plan shall require prior approval of the State.

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6.3 SCHEDULE CHANGES

In the event Starling Consulting requires additional time to correct Deficiencies in Change Order Deliverables, the project schedule agreed upon in the Change Order shall not change unless previously agreed upon in writing by the parties. The project schedule shall automatically extend insofar as the State's review of a Deliverable. Prior written approval by the State shall be required for any changes in the Schedule if the correction of Deficiencies by the Contractor is expected to require more time than is set forth in the Schedule.

6.4 DELIVERABLES/ACCEPTANCE

6.4.1 Deliverables

Starling Consulting shall provide the State with the Services required under this Contract, and any Deliverables as specified under a Change Order approved pursuant to Contract Section 12.0: *Change Control Procedures*.

6.4.2. Acceptance Criteria

Acceptance Criteria are detailed in Contract Section 6.4.2.1: *Operations and Maintenance* and Contract Section 6.4.2.2: *Software Modifications*.

6.4.2.1 Operation and Maintenance

If the Contractor performance measurements set forth in Contract Exhibit A-2, SLA/Work Plan are not met, more than one (1) but less than three (3) times per quarter, then Starling Consulting shall submit a corrective action plan. In the event that three (3) or more performance measurements are not met, Starling Consulting shall be required to submit a corrective action plan and a 10% holdback will be applied to invoices until the corrective action plan is approved by DHHS.

6.4.2.2 Software Modifications

The Software will be accepted for payment purposes when the State issues a Letter of Acceptance accepting the Software as a result of user acceptance testing at the State level or at one local agency test site, and the Software runs successfully in statewide production for ten (10) business days.

6.4.3 Software, Operations, and Written Deliverables Review and Acceptance

After receiving written Certification from Starling Consulting that an Operations written deliverable, or software and software documentation resulting from an approved Change Order is final, complete, and ready for review, the State will review the Deliverable to determine whether it meets the requirements set forth in this Contract. The State will notify Starling Consulting in writing of its acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of Starling Consulting's written Certification. If the State rejects the Deliverable, the State, after consultation with Starling Consulting, may establish a time period to correct the Deficiency that exceeds the default 5 day standard established below.

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If the default period for Starling Consulting's correction of the Deliverable is not superseded by an alternative time schedule developed under the process described above, Starling Consulting shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify Starling Consulting of its acceptance or rejection thereof, with the option to extend the review period up to five (5) additional business days.

If Starling Consulting fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require Starling Consulting to continue until the Deficiency is corrected or pursue its remedies under Contract Section 6.4.4: *Termination* below.

6.4.4 Termination

Notwithstanding anything to the contrary in this Contract, the State may terminate this Contract, at its sole discretion if any Deliverable, or Software Deliverable, or written Deliverable fails Acceptance testing or review, as applicable. Upon such termination, the State shall receive prompt reimbursement of any prepayments made to Starling Consulting under this Contract. Such termination shall be deemed due to a Starling Consulting default, without any penalty or liability on the part of the State, and State may pursue its remedies at law or in equity.

6.5 PROJECT INPUTS

For each Change Order request accepted under Contract Section 12.0: *Change Control Procedures*, project specific information such as knowledge of the WIC Program and its clients shall be made available to Starling Consulting as necessary to meet the terms and conditions of the Contract.

7.0 PROJECT MANAGEMENT

The project will require the coordinated efforts of the Project Team consisting of both Starling Consulting and State personnel as described below.

7.1 STARLING CONSULTING PROJECT RESPONSIBILITIES

7.1.1 Contract Administrator

Starling Consulting shall assign a Contract Administrator who, for the purposes of this Contract, shall function as Starling Consulting's representative in all administrative aspects of the Contract (write and coordinate approval process for all Change Orders and project proposal documents, coordinate all sub-contractor documents, etc.).

The Contract Administrator must be qualified to perform the obligations required of the position under the Contract. Starling Consulting's selection of the StarLINC Contract Administrator shall be subject to the prior written approval of the State. Such approval shall not be unreasonably withheld. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Contract Administrator's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of

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Contract Administrator who, in the sole judgment of the State, is found unacceptable to the State or is not performing to the State's satisfaction.

Starling Consulting shall not change its assignment of the StarLINC Contract Administrator without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contract Administrator shall not be unreasonably withheld. The replacement Contract Administrator shall have comparable or greater skills than the person being replaced; meet the requirements of the Contract; and be subject to reference and background checks as set forth in Contract Section 7.2.4: *Reference and Background Checks* below. Starling Consulting shall assign an acting StarLINC Contract Administrator within ten (10) business days of the departure of the prior Contract Administrator, and shall continue to provide competent project administrative services until a suitable replacement is found. Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare Starling Consulting in default and pursue its remedies at law and in equity, if Starling Consulting fails to assign a StarLINC Contract Administrator meeting the requirements and terms of the Contract.

7.1.2 Operations Manager

Starling Consulting shall assign a lead Point of Contact for DHHS and OIT. For the purposes of this Contract the Point of Contact is the StarLINC Operations Manager who has authority and responsibility to ensure that work described in the Contract is performed according to agreed upon performance levels and schedules.

In addition to ensuring the work described in the Contract is performed, the Operations Manager is responsible for: monitoring the StarLINC environment for performance, replication, sustainability, and risks of system failure, coordinating and facilitating internal Starling Operations meetings, attending and participating in meetings with NH DHHS and OIT regarding the StarLINC System, responding to inquiries/questions raised by NH DHHS or OIT regarding the status of the StarLINC System operations, development work in progress, and Change Order work process, and responding to and ensuring fulfillment of ad hoc report requests. The StarLINC Operations Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State Project Manager or State Contract Manager.

The Operations Manager must be qualified to perform the obligations required of the position under the Contract. Starling Consulting's selection of the StarLINC Operations Manager shall be subject to the prior written approval of the State. Such approval shall not be unreasonably withheld. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Operations Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of an Operations Manager who, in the sole judgment of the State, is found unacceptable to the State or is not performing to the State's satisfaction.

Starling Consulting shall not change its assignment of the StarLINC Operations Manager without providing the State written justification and obtaining the prior written approval of the State.

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State approvals for replacement of the Operations Manager shall not be unreasonably withheld. The replacement Operations Manager shall have comparable or greater skills than the person being replaced; meet the requirements of the Contract; and be subject to reference and background checks as set forth in Contract Section 7.2.4: *Reference and Background Checks* below. Starling Consulting shall assign an acting StarLINC Operations Manager within ten (10) business days of the departure of the prior Starling Consulting Operations Manager, and shall continue to provide competent project management services until a suitable replacement is found.

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

7.2 STARLING CONSULTING KEY PROJECT STAFF

7.2.1 Assignment of Staff

Starling Consulting shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software solution meeting the requirements set forth in Starling Consultant's response to DHHS RFP 2007-049, dated March 12, 2007.

7.2.2 Key Staff Identified

Starling Consulting Key Project Staff shall consist of the following individuals in the roles identified below:

<u>Key Staff</u>	<u>Title</u>
Diane Decker	Contract Administrator
Mary Donahoo	Operations Manager
Brian Rogers	Director of Technical Solutions

7.2.3 Replacement of Key Project Staff

Excluding staff resignation or extended illness, Starling Consulting shall not change any Starling Consulting Key Project Staff commitments without providing the State with written justification and obtaining the prior written approval of the State. State approvals for replacement of Starling Consulting Key Staff will not be unreasonably withheld. The replacement Starling Consulting Key Staff shall have comparable or greater skills than the Starling Consulting Key Staff member being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in the Starling Consulting response to DHHS RFP 2007-049, dated March 12, 2007, and be subject to reference checks as described below in Contract Section 7.2.4: *Reference and Background Checks*.

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7.2.4 Reference and Background Checks

The State may conduct reference and background checks on the Starling Consulting Key Project Staff. The State reserves the right to reject Starling Consulting's Key Project Staff as a result of such checks.

7.2.5 Personnel Changes

If the State is dissatisfied with any of the Key Project Staff, the State reserves the right to require a change in personnel be completed within thirty (30) days. For all Key Project Staff personnel changes, Starling Consulting should notify the State, in writing, at least two (2) weeks in advance whenever possible.

7.2.6 Termination

Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Starling Consulting in default and to pursue its remedies at law and in equity, if Starling Consulting fails to assign Key Project Staff meeting the requirements and terms of the Contract.

7.3 REPORTS AND MEETINGS

Starling Consulting Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms pursuant to Contract Section 7.3.2: *Meetings*. Meetings may be face-to-face, or by conference call. Meeting minutes will be produced and distributed as mutually agreed by Starling Consulting and the State.

7.3.1 Reports Required

Starling Consulting shall submit reports in accordance with the terms of this Contract. All reports shall be prepared in formats approved by the state, unless otherwise agreed to by the parties in writing pursuant to Contract Section 7.3.4: *Reports*. The Starling Consulting Contract Administrator shall assist the State Contract Manager in the preparation of reports reasonably requested by the State.

7.3.2 Meetings

The State and Starling Consulting shall participate in the following meetings:

7.3.2.1 A Kickoff Meeting where participants will include the Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

7.3.2.2 Status Meetings held via conference call will be scheduled bi-weekly (on the same day and time of every other week) at the expense of Starling Consulting. With approval from the State, the status meeting Schedule may be adjusted. Participants will include, at the minimum, the Starling Consulting Operations Manager and Help Desk Supervisor, the State Contract Manager, and the State Project Manager. Program staff from DHHS and from Starling Consulting will participate as warranted by the agenda.

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The agenda for these meetings will include the following items as applicable:

1. Overall status of StarLINC operations
2. Help Desk status
3. Status of pending and approved Change Orders
4. Tasks for the prior two weeks
5. Tasks to be completed during the following two weeks
6. New or large issues that have surfaced

The State and Starling Consulting may mutually agree, in the absence of any critical Change Orders or other new or large or emerging issues, to reschedule these Status Meetings to occur monthly rather than bi-weekly.

7.3.2.3 During periods of active Change Order work, Critical System Modifications/Change Request Meetings may be required weekly at the direction of either the Starling Consulting Operations Manager or the State Project Manager. The agenda for these meetings will include review of the SLA/Work Plan as established in the Change Order and matters for which immediate actions are needed, such as policy or budgetary decisions or resolution of questions or non-consensus issues.

7.3.2.4 Issue-Specific Work Sessions will be scheduled as the need arises, including the State Project Manager or designee and appropriate program staff from the State. The Starling Consulting Contract Administrator and the State Contract Manager shall be consulted on policy and budgetary matters as needed. Issue-specific matters will not be included on Status Meeting agendas.

7.3.2.5 In addition to meetings described above, Starling Consulting will travel to New Hampshire at least twice a year to conduct a face-to-face Status Meeting. Depending on the agenda, attendees may include the Starling Contract Administrator, Operations Manager, and Help Desk Supervisor and the State's Contract Manager, Project Manager, other Department or OIT officials, local agency staff, and/or other program staff as needed/requested.

7.3.3 Meeting Attendance

Meeting attendees will be determined as described in Contract Section 7.3.2: *Meetings*.

7.3.4 Reports

The following reports shall be prepared subject to the terms and conditions of this Contract:

7.3.4.1 Starling Consulting shall submit a monthly status report in accordance with the Schedule and terms of this Contract. The monthly status report shall be prepared in a format approved by the State and should include, at a minimum, the following (as applicable):

1. Project status as it relates to the Work Plan
2. Deliverables status
3. Accomplishments during weeks being reported

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4. Planned activities for the upcoming month
5. Staff time reporting for projects or system modifications, if applicable
6. Help desk Statistics
7. Change Orders
8. Issues and concerns requiring resolution
9. Status of invoices/payments, as applicable

7.3.4.2 Starling Consulting shall prepare ad hoc reports at the request of the State. Such reports will be provided free of charge provided that:

1. The State provides Starling Consulting with clear description of 1) the data fields to be included in the report, and 2) the selection criteria used to identify these data fields.
2. No more than one interaction, (phone call or email) not including the original request, between Starling Consulting and the State is required to have a clear understanding of what data are needed to complete the ad hoc report.
3. The ad-hoc report does not reference more than two basic tables in the StarLINC database. Basic tables are those that are easily understood, for example, the Client and Voucher tables. Non-basic, complex tables are those that require senior developers' experience, for example, the Certification and Vendor Owner History tables.

7.3.4.3 Ad hoc reporting requests that would require Starling Consulting to exceed any of the minimal levels of effort above listed shall be subject to the following procedure:

1. The NH Project Manager receives a request from the State DHHS staff for an ad hoc report. The NH Project Manager gathers necessary information and obtains approval, if necessary, to submit the report request to Starling Consulting.
2. The NH Project Manager contacts via e-mail Starling's Operations Manager with the report request. Starling's Operations Manager will make an initial assessment of the complexity level of the report request at the time the request is submitted using the following complexity levels that are based on the number of hours and expertise and proficiency of the DBA, data analyst, or researcher required to complete the request:

Level 1 Reports - .5 to 2 hours to complete
Level 2 Reports – 1 to 3 hours to complete
Level 3 Reports – 3 to 5 hours to complete
Level 4 Reports – 5 to 10 hours to complete

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Starling reserves the right to re-categorize the complexity of a report if generating the report requires more support from Starling than originally anticipated. Should this occur, Starling's Operations Manager will contact the NH Project Manager prior to completing the report request.

3. Starling's Operations Manager will generate the report and submit the report results to the NH Project Manager within the following timelines:

Level 1 Reports – 5 business days

Level 2 Reports – 10 business days

Level 3 Reports – 10 business days

Level 4 Reports – 15 business days

In the event a request cannot be fulfilled within the timelines listed above (i.e. completing the request requires a specific staff person who is not available during the timeframe listed above) Starling will notify the State immediately to negotiate an alternative delivery date.

4. Upon delivery and acceptance of the requested report, Starling's Operations Manager will notify Starling's Business Manager to invoice the State for the cost of the report, as appropriate.

7.3.4.4 Ad hoc reporting requests that would cause the Contract total (dollars) to be exceeded shall be subject to the Change Order process found at Contract Section 12.0: *Change Control Procedures*.

7.4 PROJECT MANAGEMENT PLAN

For the purposes of this Contract, the Project Management Plan shall be the SLA as contained in Exhibit A-2.

7.5 PROJECT HOSTING AND OPERATION PLAN

For the purposes of this Contract, the Project Hosting and Operation Plan shall be the SLA as contained in Exhibit A-2.

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8.0 PROCEDURES

Contract Section 8.0 does not apply to this contract.

9.0 DOCUMENTATION DEVELOPMENT PROCESS

Contract Section 9.0 does not apply to this contract.

10.0 COPYRIGHT, INTELLECTUAL PROPERTY RIGHTS, AND CONFIDENTIALITY

10.1 Website Copyright and Intellectual Property Rights

All rights, titles and interests in the State website, including copyright to all data and information, shall remain with the State. The State shall also retain all rights, titles and interest in any user interfaces and computer instructions embedded within the website pages. All website pages and any other data or information shall, where applicable, display the State's copyright.

10.2 State's Rights

The State and USDA/FNS shall hold all ownership, title, and rights in any software designed or developed in connection with performance of obligations under this Contract, or modifications to the software, and their associated documentation including any and all performance enhancing operational plans and Contractor's special utilities. The State and USDA/FNS shall have rights to produce, publish, or otherwise use such software, modifications, and documentation developed under this Contract and to authorize others to do so.

10.3 Development Allowed

In no event shall Starling Consulting be precluded from developing and offering for itself, or for/to others, materials that are competitive with, or similar to, custom software, modifications, reports and documentation, developed in connection with performance of its obligations under the Contract. In addition, Starling Consulting shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how and techniques that are acquired or used in the course of its performance under this agreement.

10.4 Works Deemed Made for Hire

All deliverables, in whole and in part, shall be deemed works made for hire for the State and USDA/FNS for all purposes of copyright law, and copyright shall belong to the State and USDA/FNS. To the extent that any such deliverable does not qualify as a work for hire under applicable law, and to the extent that the deliverable includes materials subject to copyright, patent, trade secret, or other proprietary right protection, the Contractor agrees to assign, and hereby assigns, all right, title and interest in and to deliverables, including without limitation all copyrights, inventions, patents, trade secrets, and other proprietary rights therein to the State and USDA/FNS.

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10.5 USDA Rights

In accordance with 7 CFR 3016, the USDA/FNS shall have irrevocable rights for any materials produced under this Contract. Starling Consulting also agrees and acknowledges that USDA/FNS reserves a royalty-free, nonexclusive, and irrevocable ownership to reproduce, publish, or otherwise use and authorize others to use for Federal Government purposes.

10.6 Software Source Code

Starling Consulting shall provide the State with a copy of the source code for the Software, delivered on a CD-ROM quarterly. It shall include all current updates, bug fixes, patches, modifications, database schema, and Documentation.

10.7 State-Owned Documents and Data

Starling Consulting shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract (“State Owned Documents”). Upon termination of the Contract, Starling Consulting shall provide copies of all State-Owned Documents, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. State-Owned Documents must be provided in both printed and electronic format.

10.8 Record Retention

Starling Consulting shall maintain records to ensure proper cost allocation for Services provided to NH DHHS and funding accountability. Starling Consulting shall participate and cooperate with NH DHHS as required in audits, reviews, examinations, and federal certifications.

10.9 Use of State’s Information

In performing its obligations under the Contract, Starling Consulting may gain access to information from the State, including State Confidential Information. “State Confidential Information” shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 *Exemptions*). Starling Consulting shall not use the State Confidential Information except as necessary for Starling Consulting’s performance under the Contract, unless otherwise permitted under the Contract.

10.10 State Confidential Information

Starling Consulting shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all State Confidential Information that becomes available to Starling Consulting in connection with its performance under the Contract, regardless of its form. Any disclosure of the State Confidential Information shall require the prior written approval of the State. Starling Consulting shall immediately notify the State if any request,

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subpoena or other legal process is served upon Starling Consulting regarding the State Confidential Information, and Starling Consulting shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State. In the event of the unauthorized release of State Confidential Information, Starling Consulting shall immediately notify the State, and the State may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

10.11 Starling Consulting's Responsibility

Under no circumstance shall an employee of Starling Consulting disclose any confidential information pertaining to DHHS or from Data gathered in StarLINC with anyone not participating in that service effort without the approval of DHHS.

Starling Consulting shall:

1. Restrict access to StarLINC Data to only those authorized employees and officials who need it to perform their duties servicing the computer hardware and software infrastructure.
2. Store the data in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use. Official off site storage files shall not be accessed unless express written consent is given by DHHS.
3. Process and store the Data under the immediate supervision and control of authorized personnel in a manner that will protect the confidentiality of the Data and in such a way that unauthorized persons cannot retrieve the Data by means of computer, remote, terminal, or any other means.
4. Advise all personnel who will have access to the Data of its confidential nature, the safeguards required to protect it, and that Federal and State laws provide for civil and criminal sanctions for improper disclosure.
5. Promptly and fully report to DHHS any suspected or actual violations of the confidentiality requirements of the Contract.
6. Starling Consulting staff who access DHHS computer equipment on-site in New Hampshire shall sign the DHHS Standard Computer Use Agreement. This document notifies staff of unauthorized use of State computer equipment, software, and services.

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10.12 Starling Consulting Confidential Information

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

10.13 Survival

Contract Section 10: *Copyright, Intellectual Property Rights, and Confidentiality* shall survive termination of the Contract.

11.0 STARLING CONSULTING PARTICIPATION

Contract Section 11.0 does not apply to this contract.

12.0 CHANGE CONTROL PROCEDURES

Either Starling Consulting or the State may request a change within the scope of the Contract, including modifications. At the time a modification to the System is requested by the State or is suggested by Starling Consulting, a Change Order will be drafted that describes the modification. The Change Order will provide a Schedule and cost for analysis, gathering requirements, and establishing acceptance criteria. Starling staff will work with NH OIT and DHHS staff to identify, document, and reach agreement on the requirements and acceptance criteria for the modification. After requirements and Acceptance Criteria have been established, Starling Consulting will have ten (10) business days to advise the State of the projected costs and schedule. Hourly rates shall be based on the rates set forth in Contract Exhibit B, Table F-2. Starling Consulting and the State may mutually agree to extend this due date; such extensions must be documented on the Change Order. Final Change Orders must be approved in writing by both the State and Starling Consulting and must include a budget, Schedule, or Work Plan as required in this Contract Exhibit. Starling Consulting may request reasonable reimbursement to research the effort of a complex request. DHHS will ensure that any changes under this Contract do not exceed the scope of required operations and maintenance modifications.

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13.0 INTERNAL ESCALATION PROCEDURES FOR DISPUTES

In the event of a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the “Invoking Party”) shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party’s right to any other remedy permitted under the Contract.

The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR	STATE	ALLOTTED TIME
One	Mary Donahoo, Operations Manager	Robin Williamson McBrearty, Contract Manager	5 Business Days
Two	Diane Decker, Contract Administrator	Michael Dumond, Chief, Bureau of Prevention Services	5 Business Days
Three	Diane Decker, Contract Administrator	Mary Ann Cooney, Director, Division of Public Health Services	5 Business Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party’s notice is received by the other party. Subsequent allotted time is days from the date that the Party’s notice is received by the other party upon escalation from the prior level.

14.0 DELIVERABLES

Starling Consulting shall provide the State with ongoing hosting, operations, maintenance and enhancements for the New Hampshire StarLINC System by completing the Deliverables as set forth below and in compliance with Starling Consulting Proposal dated March 12, 2007, the Starling Consulting Service Level Agreement dated May 11, 2007, and DHHS RFP 2007-049. The Starling Consulting Proposal, the Service Level Agreement, and DHHS RFP 2007-049 are attached to this Contract as Exhibit A-1, Exhibit A-2, and Exhibit A-3 respectively, and are incorporated here by reference as if fully set forth herein.

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14.1 SCHEDULE OF DELIVERABLES: PRIMARY DELIVERABLES

Del 2	Deliverables Operations, Hosting & Maintenance	Duration
a	Operations Management Support	7/1/07 – 6/30/12
b	Network Support Services	7/1/07 – 6/30/12
c	Help Desk Services	7/1/07 – 6/30/12
d	Daily Operations	7/1/07 – 6/30/12
e	Hardware & Software Maintenance & Support	7/1/07 – 6/30/12
f	Security Services	7/1/07 – 6/30/12
g	Disaster Recovery	7/1/07 – 6/30/12
h	Ad Hoc Reporting Services	7/1/07 – 6/30/12
i	Data Extraction Services	7/1/07 – 6/30/12
j	Database Administration Services	7/1/07 – 6/30/12

14.2 SCHEDULE OF DELIVERABLES: PLANNED MODIFICATIONS

Del 3	Deliverables and Modifications	Projected Completion Date
a	Implement the following cosmetic or specific modifications anticipated during SFY 2008: <ul style="list-style-type: none"> • Pick lists for health care providers • Default phone area code • Default zip codes 	To be determined upon award of Contract.

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Del 3	Deliverables and Modifications	Projected Completion Date
b	Develop and implement bar-code capacity for scanning redeemed vouchers into payment application, using same software assumptions as those used in StarLINC Central Office application for paying FMNP coupons.	To be determined upon award of Contract.

14.3 SCHEDULE OF DELIVERABLES: WRITTEN PLAN FOR MANAGING ADDITIONAL SYSTEM MODIFICATIONS TO INCLUDE AT A MINIMUM THE FOLLOWING:

Del 4	Deliverables Managing Additional System Modifications	Projected Completion Date
a	Timeline and Critical Milestones	To be determined upon award of Contract.
b	Requirements Definition	To be determined upon award of Contract.
c	Test Plan	To be determined upon award of Contract.
d	Software Development	To be determined upon award of Contract.
e	Acceptance Testing and Modification	To be determined upon award of Contract.
f	End-User Training	To be determined upon award of Contract.
g	Deployment	To be determined upon award of Contract.
h	On-Line Help Revisions	To be determined upon award of Contract.

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Del 4	Deliverables Managing Additional System Modifications	Projected Completion Date
i	System Documentation	To be determined upon award of Contract.

15.0 POST IMPLEMENTATION SUPPORT

15.1 WARRANTY

Starling Consulting shall provide the Warranties and Warranties Services as agreed to under the Change Order process in Contract Section 12.0: *Change Control Procedures*.

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Purchase of Services
Price and Payment Schedule

CONTRACT PERIOD: July 1, 2007 or date of Governor and Council approval, whichever is later, through June 30, 2012

CONTRACTOR NAME: Starling Consulting, Inc.

ADDRESS: 711 South Capitol Way, Suite 301, Olympia, WA
98501

CONTRACT ADMINISTRATOR Diane Decker
TELEPHONE: 360-754-7473 x115

Vendor #116532 Job #90006015 Appropriation #010-090-5260-098-0415

1.0 CONTRACT PRICE SCHEDULE

1.1 Purchase of Services

The total amount of all payments made to Starling Consulting for cost and expenses incurred in the performance of the Services during the period of the Contract shall not exceed:

\$1,946,505 for technical Services for hosting the New Hampshire WIC Program's integrated benefits management System (StarLINC), funded from 100% federal funds from the United States Department of Agriculture (USDA) (CFDA #10.557).

TOTAL: \$1,946,505

1.2 Cost Not To Exceed

This is a Not to Exceed Contract in the amount of \$1,946,505 for the period between the Effective Date through June 30, 2012. Starling Consulting shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Starling Consulting to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

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1.3 Deliverable 2 Price Structure

Del 2	Del Description	Price /Mnth SFY 08	Price /Mnth SFY 09	Price /Mnth SFY 10	Price /Mnth SFY 11	Price /Mnth SFY 12	Contract Totals
a	Operations Management Support	12 mos @2,000/mo	3 mos @ 2,000/mo 9 mos @ 2,120/mo	3 mos @ 2,120/mo 9 mos @ 2,247/mo	3 mos @ 2,247/mo 9 mos @ 2,382/mo	3 mos @ 2,382/mo 9 mos @ 2,525/mo	\$133,713
b	Network Support Services	12 mos @2,000/mo	3 mos @ 2,000/mo 9 mos @ 2,120/mo	3 mos @ 2,120/mo 9 mos @ 2,247/mo	3 mos @ 2,247/mo 9 mos @ 2,382/mo	3 mos @ 2,382/mo 9 mos @ 2,525/mo	\$133,713
c	Help Desk Services	12 mos @7,000/mo	3 mos @ 7,000/mo 9 mos @ 7,420/mo	3 mos @ 7,420/mo 9 mos @ 7,865/mo	3 mos @ 7,865/mo 9 mos @ 8,337/mo	3 mos @ 8,337/mo 9 mos @ 8,837/mo	\$467,997
d	Daily Operations	12 mos @6,000/mo	3 mos @ 6,000/mo 9 mos @ 6,360/mo	3 mos @ 6,360/mo 9 mos @ 6,742/mo	3 mos @ 6,742/mo 9 mos @ 7,146/mo	3 mos @ 7,146/mo 9 mos @ 7,575/mo	\$401,151
e	Hardware & Software Maintenance & Support	12 mos @1,510/mo	3 mos @ 1,510/mo 9 mos @ 1,601/mo	3 mos @ 1,601/mo 9 mos @ 1,697/mo	3 mos @ 1,697/mo 9 mos @ 1,798/mo	3 mos @ 1,798/mo 9 mos @ 1,906/mo	\$100,956
f	Security Services	12 mos @1,105/mo	3 mos @ 1,105/mo 9 mos @ 1,171/mo	3 mos @ 1,171/mo 9 mos @ 1,242/mo	3 mos @ 1,242/mo 9 mos @ 1,316/mo	3 mos @ 1,316/mo 9 mos @ 1,395/mo	\$73,878
g	Disaster Recovery	12 mos @1,500/mo	3 mos @ 1,500/mo 9 mos @ 1,590/mo	3 mos @ 1,590/mo 9 mos @ 1,685/mo	3 mos @ 1,685/mo 9 mos @ 1,787/mo	3 mos @ 1,787/mo 9 mos @ 1,894/mo	\$100,290
h	Ad Hoc Reporting Services	12 mos @300/mo	12 mos @300/mo	12 mos @300/mo	12 mos @300/mo	12 mos @300/mo	\$18,000
i	Data Extraction Services	12 mos @1,020/mo	3 mos @ 1,020/mo 9 mos @ 1,081/mo	3 mos @ 1,081/mo 9 mos @ 1,146/mo	3 mos @ 1,146/mo 9 mos @ 1,215/mo	3 mos @ 1,215/mo 9 mos @ 1,288/mo	\$68,196

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Del 2	Del Description	Price /Mnth SFY 08	Price /Mnth SFY 09	Price /Mnth SFY 10	Price /Mnth SFY 11	Price /Mnth SFY 12	Contract Totals
j	Database Administration Services	12 mos @6,000/mo	3 mos @ 6,000/mo 9 mos @ 6,360/mo	3 mos @ 6,360/mo 9 mos @ 6,742/mo	3 mos @ 6,742/mo 9 mos @ 7,146/mo	3 mos @ 7,146/mo 9 mos @ 7,575/mo	\$401,151
	Sub Total Monthly Operations Cost	12 mos @28,135/mo	3 mos @ 28,135/mo 9 mos @ 29,823/mo	3 mos @ 29,823/mo 9 mos @ 31,612/mo	3 mos @ 31,612/mo 9 mos @ 33,509/mo	3 mos @ 33,509/mo 9 mos @ 35,520/mo	\$1,899,045
	Deliverable 3	\$26,660	0	0	0	0	\$26,660
	Deliverable 4	\$20,800	0	0	0	0	\$20,800
	Cost by SFY	\$388,680	\$356,412	\$377,586	\$400,020	\$423,807	\$1,946,505

Includes 6% annual increases effective October 1st of each State Fiscal Year beginning 10/1/09.

1.4 Deliverable 3 Planned System Modifications

Del 3	Deliverables Modifications	
a	Implement the following cosmetic or specific modifications anticipated during SFY 2008: a Pick lists for health care providers b Default phone area code c Default zip codes	a \$4,130 b \$1,710 c \$3,170
b	Develop and implement bar-code capacity for scanning redeemed vouchers into payment application, using same software assumptions as those used in StarLINC Central Office application for paying FMNP coupons. (anticipated during SFY 2008)	\$17,650
	Total Cost for Deliverable 3	\$26,660

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1.5 Deliverable 4 Additional System Modifications

Del 4	Deliverables Managing Additional System Modifications	
a	Timeline & Critical Milestones	
b	Requirements Definition	
c	Test Plan	
d	Software Development	
e	Acceptance Testing and Modification	
f	End-User Training	
g	Deployment	
h	On-Line Help Revisions	
i	System Documentation	
	Total Cost for Deliverable 4	\$20,800

1.6 IT Services Hourly Rates for Deliverables and Change Orders

IT SERVICES POSITION TITLE	7/1/07- 9/30/08	10/1/08- 9/30/09	10/1/09- 9/30/10	10/1/10- 9/30/11	10/1/11- 6/30/12
Contract Administrator	\$130/hour	\$135/hour	\$135/hour	\$145/hour	\$145/hour
System Analyst	\$130/hour	\$135/hour	\$135/hour	\$145/hour	\$145/hour
Expert Developer	\$155/hour	\$160/hour	\$160/hour	\$170/hour	\$170/hour
Senior Developer	\$140/hour	\$145/hour	\$145/hour	\$155/hour	\$155/hour
Developer	\$120/hour	\$125/hour	\$125/hour	\$135/hour	\$135/hour
Senior Database Administrator	\$140/hour	\$145/hour	\$145/hour	\$155/hour	\$155/hour
Database Administrator	\$120/hour	\$125/hour	\$125/hour	\$135/hour	\$135/hour
Operations Manager	\$120/hour	\$125/hour	\$125/hour	\$135/hour	\$135/hour
Operations Support	\$140/hour	\$145/hour	\$145/hour	\$155/hour	\$155/hour

2007-049 New Hampshire StarLINC Exhibit B Contract Price

Initial All Pages:

Starling Consulting initials: Kw

5/22/2007

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IT SERVICES POSITION TITLE	7/1/07-9/30/08	10/1/08-9/30/09	10/1/09-9/30/10	10/1/10-9/30/11	10/1/11-6/30/12
Test Manager	\$130/hour	\$135/hour	\$135/hour	\$145/hour	\$145/hour
Tester	\$110/hour	\$115/hour	\$115/hour	\$125/hour	\$125/hour
Documentation Specialist	\$120/hour	\$125/hour	\$125/hour	\$135/hour	\$135/hour
Lead Trainer	\$140/hour	\$145/hour	\$145/hour	\$155/hour	\$155/hour
Trainer	\$120/hour	\$125/hour	\$125/hour	\$135/hour	\$135/hour

2.0 TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$1,946,505 (“Total Contract Price”). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Starling Consulting, for all fees and expenses, of whatever nature, incurred by Starling Consulting, Inc in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

3.0 INVOICE PROCEDURES

Starling Consulting will submit a monthly invoice to DHHS that includes the single Monthly Operations Charge for Starling’s Services provided under Deliverable Two (2), a through j. Invoices shall contain detailed information, including without limitation, the following: identification of each Deliverable or Service for which payment is sought; date of delivery and/or installation; and the Acceptance date triggering such payment. Upon acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:

Elizabeth Biron, Program Chief
New Hampshire Division of Public Health Services
Nutrition & Health Promotion Section
29 Hazen Drive
Concord, NH 03301

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4.0 PAYMENT ADDRESS

All payments shall be sent to the following address:

Starling Consulting, Inc
711 S. Capitol Way
Suite 301
Olympia, WA 98501

5.0 OVERPAYMENTS TO STARLING CONSULTING

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

6.0 CREDITS

The State may apply credits due to Starling Consulting, arising out of this Contract against Starling Consulting, invoices, with appropriate information attached.

7.0 HOLDBACK

The State shall withhold fifteen (15%) percent of the price for each Change Order under section 12 of Exhibit A for ninety (90) days following acceptance by the State.

Budget Form

**New Hampshire Department of Health and Human Services
Division of Public Health Services**

Agency Name: Starling Systems dba Greg Starling Consulting

Budget Request for: Bureau of Prevention Services

Nutrition & Health Promotion Section

Budget Period: July 1, 2007 through June 30, 2012

Line Item	SFY08 Budget	SFY09 Budget	SFY10 Budget	SFY11 Budget	SFY12 Budget	Total
Operations Management Support	\$ 24,000.00	\$ 25,080.00	\$ 26,583.00	\$ 28,179.00	\$ 29,871.00	\$ 133,713.00
Network Support Services	\$ 24,000.00	\$ 25,080.00	\$ 26,583.00	\$ 28,179.00	\$ 29,871.00	\$ 133,713.00
Help Desk Services	\$ 84,000.00	\$ 87,780.00	\$ 93,045.00	\$ 98,628.00	\$ 104,544.00	\$ 467,997.00
Daily Operations	\$ 72,000.00	\$ 75,240.00	\$ 79,758.00	\$ 84,540.00	\$ 89,613.00	\$ 401,151.00
Hardware & Software Maintenance & Support	\$ 18,120.00	\$ 18,939.00	\$ 20,076.00	\$ 21,273.00	\$ 22,548.00	\$ 100,956.00
Security Services	\$ 13,260.00	\$ 13,854.00	\$ 14,691.00	\$ 15,570.00	\$ 16,503.00	\$ 73,878.00
Disaster Recovery	\$ 18,000.00	\$ 18,810.00	\$ 19,935.00	\$ 21,138.00	\$ 22,407.00	\$ 100,290.00
Ad Hoc Reporting Services	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 18,000.00
Data Extraction Services	\$ 12,240.00	\$ 12,789.00	\$ 13,557.00	\$ 14,373.00	\$ 15,237.00	\$ 68,196.00
Database Administration Services	\$ 72,000.00	\$ 75,240.00	\$ 79,758.00	\$ 84,540.00	\$ 89,613.00	\$ 401,151.00
Sub Total Monthly Operations Costs	\$ 341,220.00	\$ 356,412.00	\$ 377,586.00	\$ 400,020.00	\$ 423,807.00	\$ 1,899,045.00
Deliverable 3 - ?	\$ 26,660.00	\$ -	\$ -	\$ -	\$ -	\$ 26,660.00
Deliverable 4 - ?	\$ 20,800.00	\$ -	\$ -	\$ -	\$ -	\$ 20,800.00
TOTAL	\$ 388,680.00	\$ 356,412.00	\$ 377,586.00	\$ 400,020.00	\$ 423,807.00	\$ 1,946,505.00

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Special Provisions

Section 8.2.5 as follows has been added to the State of New Hampshire Terms and Conditions (P-37):

The Contractor's and the State's monetary liability to one another shall not exceed two (2) times the total contract price, and shall not include consequential damages. This limitation shall not apply to the Contractor's indemnification obligations under Paragraph 13 of the General Provisions (Form P-37) or the following:

- a) death or bodily injury and physical damage to real or intangible personal property;
- b) misappropriation or infringement of any intellectual property including but not limited to any patent or copyright or any unauthorized use of any trade secret;
- c) losses accruing to any and all contractors, subcontractors, materials, men, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies to Contractor in connection with the performance of this Agreement;
- d) personal injury;
- e) disclosure of confidential information; or
- f) failure to meet applicable statutes, regulations, codes or guidelines.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

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Additional Special Provisions

1) Gratuities or Kickbacks

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

2) Retroactive Payment-Individual Services

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

3) Retroactive Payments-Contractor Services

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

4) Audit Requirement

On or before the date set forth in Section 1.7 of these General Provisions, the Contractor shall deliver to the State, at the address set forth in Section 1.2 of these General Provisions, annual financial statements audited by a Certified Public Accountant.

The following requirement shall apply if the Contractor is a State or Local Government or an Institution of Higher Education or Other Non-Profit Organization: If the federal funds expended under this or any other Agreement from any and all sources exceeds \$500,000 in the aggregate in a one year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after December 31, 2003.

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5) Credits

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

6) Debarment, Suspension and Other Responsibility Matters

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