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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

August 8, 2014

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

Retroactive

100% federal funds

REQUESTED ACTION

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

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

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

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

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EXPLANATION

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

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

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

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

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

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

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

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

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

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
August 8, 2014
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Area served: Statewide.

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

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

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner



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

Peter C. Hastings
Commissioner

July 28, 2014

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

Dear Commissioner Toumpas:

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

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

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

Sincerely,

A handwritten signature in cursive script that reads "Peter C. Hastings".

Peter C. Hastings

PCH/ltn
RFP 2014-017

cc: Margaret Murphy, DHHS
Leslie Mason, DoIT

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

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

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

Members of the review panel were:

State of NH

Margaret Murphy, Administrator, Healthy Eating & Physical Activity Section
Leslie Mason, DOIT Contracts Manager
Martha Wells, Business Systems Analyst I
Gerald Bardsley, Business System Analyst I

Inter Tribal Council of Arizona

Mindy Jossefides, Director, WIC Program

State of Kansas

David Thomason, Director, Nutrition and WIC Services
Kelly Williams, Deputy Chief Information Officer
Sandi Fry, IT Project Manager
Randy Volz, Program Analyst

KDHE Fiscal Management

Kelly Chilson, Director, Fiscal Management

The MSC received one response to the RFP.

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

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

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

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name CQuest America, Inc.		1.4 Contractor Address 500 South 9 th Street Springfield, Illinois, 62701	
1.5 Contractor Phone 217-541-7387	1.6 Account Number 05-95-90-902010-5260-102-500731	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$3,546,542
1.9 Contracting Officer for State Agency Brook Dupee, Bureau Chief <i>Brook Dupee</i>		1.10 State Agency Telephone Number 603-271-4483	
1.11 Contractor Signature <i>[Signature]</i>		1.12 Name and Title of Contractor Signatory H. Kevin Davis, President & CEO	
1.13 Acknowledgement: State of Illinois, County of <u>SANGAMON</u> On <u>8/5/2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Karen Hardy</i>		1.13.2 Name and Title of Notary or Justice of the Peace	
1.14 State Agency Signature <i>[Signature]</i>		1.15 Name and Title of State Agency Signatory Brook Dupee, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> Megan A. Yapple On: <u>8/20/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

[Signature]
08/05/2014

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

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

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

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

those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OPERATIONS AND MAINTENANCE SERVICES OF THE NH WOMEN, INFANTS, AND CHILDREN
MANAGEMENT INFORMATION SYSTEM
CONTRACT NUMBER 2014-017
AGREEMENT – PART 2**

TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Reviews.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Acceptance Plan	The Acceptance Plan provided by CQuest and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software, the System, or Contract Deliverables.
Access Control	Supports the management of permissions for logging onto a computer or network.
Agreement	A contract duly executed and legally binding.
Applied Hours	An hour of direct labor capable of exact quantitative measurement performed by IT personnel engaged in creating and/or regulating the technical activities of the contract.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system.
Bidder	Any person, corporation, or partnership who chooses to submit a proposal.
Bug	An error, flaw, mistake, failure, or fault in a computer program that prevents it from behaving as intended (e.g., producing an incorrect result).
CCP	Change Control Procedures.
Costs	Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
CR	Change Request.

2014-017- Part 2

Initial and Date All Pages:

CQuest's initials: AD

Date: 08/05/2014

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OPERATIONS AND MAINTENANCE SERVICES OF THE NH WOMEN, INFANTS, AND CHILDREN
MANAGEMENT INFORMATION SYSTEM
CONTRACT NUMBER 2014-017
AGREEMENT – PART 2**

Certification CQuest’s written declaration with full supporting and written Documentation (including without limitation test results as applicable) that CQuest has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.

Change Control Formal process for initiating changes to the proposed solution or process once development has begun.

Committee Report A report prepared by the Procurement Manager and the Procurement Negotiating Committee for submission to the Director of Purchases for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

Committee The Procurement Negotiating Committee.

Confidential Information Information required to be kept confidential from unauthorized disclosure.

Contract This Agreement between the State of New Hampshire and CQuest, which creates binding obligations for each party to perform as specified in the Contract Documents.

CQuest CQuest America, Inc.

Data State’s records, files, forms, data and other documents or information, in either electronic or paper form, that will be used /converted by CQuest during the Contract Term.

DBA Database Administrator.

Deficiencies/Defects A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not materially conforming to its Specifications.
Class A Deficiency –
(i) Software - Critical, does not allow the System to operate, no work around, demands immediate action;
(ii) Written Documentation - missing significant portions of information or unintelligible to the State;
(i) Non Software - Services were inadequate and require re-performance of the Service.
Class B Deficiency –
(ii) Software - important, does not stop operation and/or there is a work around and user can perform tasks;
(iii) Written Documentation - portions of information are missing but not enough to make the document unintelligible;
(iii) Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.

2014-017- Part 2
Initial and Date All Pages:
CQuest’s initials: AD
Date: 08/05/2014

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OPERATIONS AND MAINTENANCE SERVICES OF THE NH WOMEN, INFANTS, AND CHILDREN
MANAGEMENT INFORMATION SYSTEM
CONTRACT NUMBER 2014-017
AGREEMENT – PART 2**

Class C Deficiency –

- (i) Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System;
- (ii) Written Documentation - minimal changes required and of minor editing nature;
- (iii) Non Software - Services require only minor reworking and do not require re-performance of the Service.

Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by CQuest to the State or under the terms of a Contract requirement.
Department	An agency of the State.
Desirable	The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.
Determination	Means the written documentation of a decision of a Procurement Manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file.
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on August 1, 2014.
Encryption	Supports the encoding of data for security purposes.
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders.
Federal/State Law	Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of CQuest’s cost experience in performing the Contract.
Finalist	A bidder who meets all the mandatory specifications of the Request for Proposals (RFP) and whose score on evaluation factors is sufficiently high to qualify that bidder for further consideration by the Procurement Negotiating Committee.

2014-017- Part 2
Initial and Date All Pages:
CQuest’s initials: AD
Date: 08/05/2014

**STATE OF NEW HAMPSHIRE
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Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted CQuest's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget, and to the required specifications and quality.
Project Management Plan	A document that describes the processes and methodology to be employed by CQuest to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and CQuest's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
Procurement Negotiating Committee	(PNC) means a body appointed by Kansas Department of Health & Environment management to perform the evaluation of offer or proposals and negotiate the contract pursuant to 17300-EVT0002842.
Proposal	The submission from a vendor in response to the Request for a Proposal or Statement of Work.
Purchase Order	The document which directs CQuest to deliver items of tangible personal property or services pursuant to an existing contract.
Review	The process of reviewing Deliverables for Acceptance.

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Review Period	The period set for review of a Deliverable as mutually agreed upon and documented in the Acceptance Plan.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application, or network.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
Service Level Agreement (SLA)	A signed agreement between CQuest and the State specifying the level of Service that is expected of, and provided by, CQuest during the term of the Contract.
Services	The work or labor to be performed by CQuest on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by CQuest under the Contract.
Software Deliverables	COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301 Reference to the term "State" shall include applicable agencies.
State Confidential Information	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A. http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-mrg.htm

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State Data	Any information contained within State systems in electronic or paper format.
State Project Leader	State's representative with regard to Project oversight.
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, CQuest, which is performing Services under this Contract under a separate Contract with or on behalf of CQuest.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts, and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when CQuest is supporting System changes.
UAT	User Acceptance Test.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application, and network accounts within an organization.
CQuest/ Contracted CQuest	The vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.

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

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INTRODUCTION

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

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

RECITALS

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

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

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

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

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

1.2 Order of Precedence

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

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

1.3 Contract Term

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

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

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

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

2. COMPENSATION

2.1 Contract Price

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

2.2 Non-Exclusive, NOT TO EXCEED Contract

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

The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. CQuest shall not be responsible for any delay, act, or omission of such other Contractors, except that CQuest shall be responsible for any delay, act, or omission of the other Contractors if such delay, act, or omission is caused by or due to the fault of CQuest.

3. CONTRACT MANAGEMENT

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

3.1 CQuest's Contract Manager

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

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

3.2 CQuest's Project Manager

3.2.1 Contract Project Manager

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

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

- 3.2.2** CQuest's Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as CQuest's representative for all administrative and management matters. CQuest's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in the Contract. CQuest's Project Manager or his/her designee must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State. CQuest's Project Manager must work diligently and use his/ her best efforts on the Project.
- 3.2.3** CQuest shall not change its assignment of CQuest's Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of CQuest's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than CQuest's Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be subject to reference and background checks described above in Contract Agreement Part 2, Section 3.2.1: *Contract Project Manager*, and in Contract Agreement Part 2, Section 3.6: *Reference and Background Checks*, below. CQuest shall assign an acting CQuest Project Manager within ten (10) business days of the departure of the prior CQuest Project Manager to provide competent Project Management Services until a qualified replacement can be secured.
- 3.2.4** Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare CQuest in default and pursue its remedies at law and in equity, if CQuest fails to assign a CQuest Project Manager meeting the requirements and terms of the Contract.
- 3.2.5** The Contracted CQuest Project Manager is:
William Roth
Project Manager
500 S. 9th Street
Springfield, IL 62701
(217) 528-8264
(217) 541-7461
Email: wroth@cquest.us

3.3 CQuest Key Project Staff

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

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

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

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

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

CQuest’s Key Project Staff:

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

3.4 State Contract Manager

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

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

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3.5 State Project Manager

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

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

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

3.6 Background Checks

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

4. DELIVERABLES

4.1 CQuest Responsibilities

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

CQuest may subcontract Services subject to the provisions of the Contract. DHHS shall, at its discretion, review and approve all subcontracts. If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

4.2 Deliverables and Services

CQuest shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

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

4.3 Non-Software and Written Deliverables Review and Acceptance

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

4.4 System/Software Testing and Acceptance

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

4.5 Security

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

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

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

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5. SOFTWARE

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

6. WARRANTY

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

7. SERVICES

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

7.1 Administrative Services

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

7.2 Testing Services

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

7.3 Maintenance and Support Services

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

8. SERVICE LEVEL AGREEMENT (SLA)

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

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

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

9. TASK ORDERS

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

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

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

10. INTELLECTUAL PROPERTY

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

10.1 State's Data

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

10.2 CQuest's Materials

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

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

10.4 State Website Copyright

WWW Copyright and Intellectual Property Rights

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

10.5 Software Source Code

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

10.6 Survival

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

11. USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 Use of State's Information

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

11.2 State Confidential Information

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

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the

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Date: 05/05/2014

STATE OF NEW HAMPSHIRE
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disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

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

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

11.3 CQuest Confidential Information

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

11.4 Survival

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

12. LIMITATION OF LIABILITY

12.1 State

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to CQuest shall not exceed the total Contract price set forth in Contract Agreement, Section 1.8 of the Contract Agreement –Part I- General Provisions.

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

12.2 CQuest

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

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

12.3 State's Immunity

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

12.4 Survival

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

13. TERMINATION

This section shall survive termination or Contract Conclusion.

13.1 Termination for Default

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

In the event of termination by default, the State shall have the right to procure Services that are the subject of the Contract from another source and the Vendor shall be liable for reimbursing the State for all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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

13.2 Termination for Convenience

The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Vendor. In the event of such termination for

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convenience, the State shall pay the Vendor the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated will be paid, in whole or in part, generally in accordance with the pricing worksheet submitted with the Vendor's RFP.

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

13.3 Termination for Conflict Of Interest

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

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

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

13.4 Termination Procedure

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

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

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

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

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- c.** Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Vendor and in which State has an interest;

- d.** Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and

- e.** Provide written certification to the State that Vendor has surrendered to the State all said property.

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14. CHANGE OF OWNERSHIP

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

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

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

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

16. DISPUTE RESOLUTION

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

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

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

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

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

17. GENERAL PROVISIONS

17.1 Travel Expenses

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

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

17.2 Shipping and Delivery Fee Exemption

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

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17.3 Project Workspace and Office Equipment

N/A

17.4 Access/Cooperation

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

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

17.5 Computer Use

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

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall CQuest access or attempt to access any information without having the express authority to do so.
- c. That at no time shall CQuest access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times CQuest must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by CQuest. Personal software shall not be installed on any equipment.
- e. That if CQuest is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

17.6 Email Use

N/A

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17.7 Internet/Intranet Use

N/A

17.8 Regulatory Government Approvals

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

17.9 Force Majeure

Neither CQuest nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

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

17.10 Insurance

17.10.1 CQuest Insurance Requirement

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

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

17.11 Exhibits

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

17.12 Venue and Jurisdiction

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

17.13 Survival

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the Contract Agreement Exhibit D Section 3: Records Retention and Access Requirements, Contract Agreement Exhibit D Section 4: Accounting Requirements, and Contract Agreement Part 2-Section 11: Use of State's Information, Confidentiality and Contract Agreement Part 1- Section 13: Indemnification which shall all survive the termination of the Contract.

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**EXHIBIT A
CONTRACT DELIVERABLES**

1. DELIVERABLES, MILESTONES AND ACTIVITIES

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

The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

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

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.1 Operations & Maintenance – Activities / Deliverables / Milestones

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

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CONTRACT DELIVERABLES**

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

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Not to Exceed

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

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

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

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

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

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

2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$3,546,542 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to CQuest for all fees and expenses, of whatever nature, incurred by CQuest in the performance hereof.

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

3. INVOICING

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

Task Orders will be invoiced separately.

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**EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

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

4. PAYMENT ADDRESS

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

5. OVERPAYMENTS TO CQUEST

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

6. CREDITS

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

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**EXHIBIT C
SPECIAL PROVISIONS**

1. REVISIONS TO GENERAL PROVISIONS

1.1 SUBPARAGRAPH 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, 05-95-90-902010-5260-102-500731 or any other account, in the event funds are reduced or unavailable.

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

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

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

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

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

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**EXHIBIT C
SPECIAL PROVISIONS**

1.5 SUBPARAGRAPH 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

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

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

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

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

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

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

Notice

Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the following addresses or upon delivery by overnight mail i.e. FedEx or UPS.

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

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

- 3. EXTENSION**

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

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EXHIBIT C
SPECIAL PROVISIONS

4. OTHER GENERAL PROVISIONS

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

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

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

3. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

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

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

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

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

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

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

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

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

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

6. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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SPECIAL PROVISIONS**

7. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

7.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

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

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

10. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

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

10.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

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10.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

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

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

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

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

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EXHIBIT D
ADMINISTRATIVE SERVICES

1. STATE MEETINGS AND REPORTS

The State believes that effective communication and reporting are essential to Project success.

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

- a. **Kickoff Meeting:** Participants will include the State, CQuest, and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- b. **Status Meetings:** Participants will include, at the minimum, the CQuest Project Manager and the State Project Manager. These meetings will be conducted at least monthly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from CQuest shall serve as the basis for discussion.
- c. **The final Service Level Agreement and any subsequent modifications** must be reviewed at each Status Meeting and updated, at minimum, once a year, in accordance with the Contract.
- d. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- e. **Exit Meeting:** Participants will include Project leaders from CQuest and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

Drafting of formal presentations, such as a presentation for the kickoff meeting, will be CQuest's responsibility.

The CQuest Project Manager or CQuest Key Project Staff shall submit a monthly status report in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The CQuest's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. CQuest shall produce Project status reports as defined in the MSC Communication Plan.

As reasonably requested by the State, CQuest shall provide the State with information or reports regarding the Project. CQuest shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State.

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ADMINISTRATIVE SERVICES**

2. STATE-OWNED DOCUMENTS AND DATA

CQuest 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 expiration or termination of the Contract with the State, CQuest shall turn over all State-owned documents, material, reports, and work in progress relating to the Contract to the State at no additional cost to the State.

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

CQuest shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 *Contractor Records Retention*.

CQuest and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. CQuest and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided electronically within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. CQuest shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to CQuest's cost structure and profit factors shall be excluded from the State's review.

4. ACCOUNTING REQUIREMENTS

CQuest shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system and CQuest shall maintain records pertaining to the Services and all other costs and expenditures.

5. WORK HOURS

Work hours will be mutually defined and documented in the final Service Level Agreement and any subsequent modifications.

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EXHIBIT E
IMPLEMENTATION SERVICES**

Exhibit E, Implementation Services, is not applicable to this Contract.

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**EXHIBIT E-1
SECURITY AND INFRASTRUCTURE**

1. SECURITY

CQuest shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in the Contract, including but not limited to, Attachment B – Proposal Response Requirements and Best and Final Offer (BAFO), dated April 24, 2014 and Best and Final Offer (BAFO), dated April 16, 2014. CQuest shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State Data.

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**EXHIBIT F
TESTING SERVICES**

Application Quality Assurance Testing

CQuest shall test the StarLINC system to ensure security and quality.

CQuest shall follow an approach to development and testing that includes extensive internal testing with the goal of a successful user acceptance test. The CQuest testing begins with planning; starting with the creation of a project and/or subproject within CQuest's on-line defect management tool (CustomerWise) that shall contain all new/modified features and functionality for the MSC WIC System. This list shall be reviewed on a routine basis with the MSC Project Manager to determine the set of features and functionality to be included in each release of an application and the timeframes for releasing each build from Development to Test. This process shall allow for the identification of the repairs and modifications before work begins on a new application release. CQuest customers shall have access to the defect management tool to enter new modification requests and/or review pending requests.

CQuest shall control the promotion of new release components through four distinct environments: development, CQuest validation (internal test), MSC acceptance (UAT), and production. A CQuest database administrator maintains valid databases for each environment.

During the initial development process, as errors and needed modifications are identified and approved, the CQuest Project Manager shall work with the CQuest developers to organize the resulting System modifications into planned releases of System applications. The CQuest Quality Manager, in conjunction with the Project Manager, shall schedule these releases with the MSC WIC Project Manager in order to plan resources for MSC acceptance of the releases.

Prior to placing any System change into production, the CQuest team shall undertake and direct the testing activities as described below, and as appropriate, to the nature of the software release.

Test cases shall be created using a combination of System Functional Specifications and Technical Specifications for the specific application.

Unit Test - the CQuest developers shall modify a logical module of code (e.g., screen or report) as specified, and then conduct a unit test to ensure the code meets quality standards. The unit test shall confirm that each module meets functional requirements and technical Specifications, and the development team records and maintains unit test results. When satisfied that work is complete, the Lead Application Developer shall notify the CQuest QA Lead that the component is ready for validation.

Integration Test – upon completion of unit testing for all modified application components, the CQuest QA Lead shall supervise the execution of the test plan for the application. In some cases, especially if there is a database schema modification, the test may include testing one or more components in other applications (such as reports).

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The CQuest integration test includes execution of some or all of the following test components depending on the nature of the software release:

- Standard Behavior, Exceptions, and Validation Rule Test
- Data Dictionary Reference Test
- Banking Test
- Data Conversion Test
- Performance Test

The integration test shall be performed iteratively with development, and it is the first test where results are monitored and reported. Each new build shall be tested first for new functionality, and then regression tested to ensure that no new bugs were introduced to previously working components of the System. The integration test shall continue until each test can be executed with no reported bugs. When development has “caught up” to testing and there are no active bugs, this milestone marks the point when testing transitions into the System test.

System Test – System Test shall ensure that the entire System is performing in accordance with the functional requirements and technical Specifications, including external System interfaces, if appropriate. System documents and user manuals shall be tested for completeness, accuracy, and usability. System test shall include the execution of some or all of the following test components depending on the nature of the software release:

- Data Synchronization Test
- Database / Application Integration Test
- Data Dictionary / Database Crosswalk Test
- Major Entity Type Lifecycle Reference Test
- Utility / Lookup Reference Test
- Key Function Walk-Through

The System test is complete and the System is certified ready for User Acceptance Test after all tests pass the criteria established in the Acceptance Plan.

Regression Test – upon completion of the System test, CQuest shall implement regression testing for all subsequent System software releases. CQuest shall complete an impact analysis and develop a custom regression test to ensure that there are no negative unforeseen impacts to related System applications. This regression test approach is an internal test.

Test Tracking - for System enhancement projects of mid-to-large size or complexity where multiple screens, reports, and/or applications are affected (e.g. Food Rule project; .NET upgrade project) the CQuest QA Lead shall maintain a Test Tracking spreadsheet to track the status of all test scripts developed and/or modified. Results for each test script shall be entered in the Test Tracking spreadsheet. The spreadsheet shall include the status and percent complete of the Test Case Development and Test Case Execution.

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The Test Case Development statuses are:

- Not Started: Work has not started
- Draft In Progress: Test Case draft is being created
- Draft In Review: Test Case is in peer review
- Final In Progress: Test Case is being updated based on peer review
- Test Case Complete: Final Test Case is updated and completed

The Test Run Statuses are:

- Not Started: Not started
- In Progress: Test is currently being executed
- Passed: Test executed, all results met expectations
- Failed: Test executed at least one result did not meet expectations
- Hold: Run Test Case - too many issues to continue testing
- Bugs Tested: Bugs tested and fixed - did not re-run entire Test Case

Web Interface Controls			Test Case Development Status				Test Tracking Status					
ID	Sprint	Current PB Name	Tester	Status	TC Complete to Version	% Complete	Tester	Test Run Status	#Open Defects	Start Date	Complete Date	Run In Version
1009	1	Health Interview - Window Overview	Trinkle	TC Complete	14.1.53	100	Williams	Bugs Tested		1/11/2011	1/12/2011	1.1.21.0
1010	1	Health Interview - Health Interview Tab	Trinkle	TC Complete	14.9.5	100	Trinkle	Bugs Tested		1/7/2011	1/11/2011	1.1.21.0
1011	1	Health Interview - ATOD	Williams	TC Complete	14.9.5	100	Williams	Bugs Tested		1/8/2011	1/7/2011	1.1.21.0
1012	1	Health Interview - Health Concerns	Trinkle	TC Complete	14.9.5	100	Trinkle	Bugs Tested	1	1/3/2011	1/4/2011	1.1.21.0
1061	1	Create New Group	Williams	TC Complete	14.9.5	100	Williams	Fail	1	12/30/2010	1/3/2011	1.1.21.0
1063	1	Change Location	Williams	TC Complete	14.9.5	100	Williams	Bugs Tested		12/3/2010	12/8/2010	1.1.20.0
1069	1	Record End of Pregnancy	Williams	TC Complete	14.9.5	100	Williams	Bugs Tested		2/3/2011	2/15/2011	1.1.23.0
1070	1	Record New Pregnancy	Trinkle	TC Complete	14.9.5	100	Trinkle	Bugs Tested		2/3/2011	2/15/2011	1.1.23.0
1073	1	Terminate WIC Client	Williams	TC Complete	14.9.5	100	Williams	Fail	1	12/6/2010	12/8/2010	1.1.20.0
1074	1	Suspend WIC Client	Williams	TC Complete	14.9.5	100	Williams	Bugs Tested		12/17/2010	12/22/2010	1.1.20.1
1075	1	Reinstate WIC Client	Williams	TC Complete	14.9.5	100	Williams	Bugs Tested		12/8/2010	12/16/2010	1.1.20.1
1085	1	Income History	Williams	TC Complete	14.9.5	100	Williams	Bugs Tested		1/28/2011	1/28/2011	1.1.23.0
1098	1	Suspend WIC Client Cancel	Williams	TC Complete	14.9.5	100	Williams	Bugs Tested		12/22/2010	12/23/2010	1.1.20.0
1662	1	Switch Group	Williams	TC Complete	14.9.5	100	Williams	Fail	1	1/12/2011	1/14/2011	1.1.21.0

Sample Test Tracking Spreadsheet

User Acceptance Test Support –

A CQuest QA staff person shall be available to MSC WIC testers during active UAT testing. This person shall facilitate the description of UAT findings, communicate with CQuest’s Lead Application Developer, and provide other additional support to facilitate the effectiveness and timeliness of the UAT. CQuest staff shall address UAT findings in a timely manner, classifying each finding as an error, a training issue, or a change request. CQuest staff shall assist with this classification and facilitate negotiations when necessary.

The CQuest application developer shall repair and unit test UAT findings as a top priority using CQuest formal configuration management protocols. CQuest testers shall test the repairs and record findings and repairs. When the first round of UAT is completed and all errors have been repaired and unit tested, we shall conduct a full integration test before installing a refined release of the System for the second round.

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Impact of “Changes” on Testing

Throughout the term of the Contract, changes to the MSC WIC System approved through a Change Control process shall be incorporated into the MSC WIC System. These changes may require the test cases to be changed or new test cases written as per the nature of the change. CQuest’s Project Manager shall work closely with the MSC Project Manager to ensure features are not changed or added without review and approval by the MSC Project Manager. All change requests are analyzed by both the MSC and CQuest for business impact, feasibility, and priority and are estimated for cost and schedule impact. This analysis shall involve customer business experts and CQuest technical experts working together with the guidance of MSC and CQuest leadership. Approved change requests shall be added to the MSC O&M project schedule or are handled as Task Order changes. Functional and technical specifications, System documentation, and test cases shall be reviewed and updated to reflect the feature change.

CQuest shall utilize a standard project change request form and a defined process for change requests. These forms and process shall be reviewed with the MSC Project Manager upon contract award. CQuest shall use CustomerWise as an issue-tracking tool in order to easily integrate tracking issues, project change requests, defects, and Help Desk support.

Application Security Testing

All components of the Software shall be reviewed and tested to ensure they protect the State’s web site and its related Data assets.

- CQuest shall be responsible for security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.
- Test for Identification and Authentication; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.
- Test for Access Control; supports the management of permissions for logging onto a computer or network.
- Test for encryption; supports the encoding of data for security purposes.
- Test the Intrusion Detection; supports the detection of illegal entrance into a computer system.
- Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network.
- Test the Digital Signature; guarantees the unaltered state of a file.
- Test the User Management feature; supports the administration of computer, application and network accounts within an organization.
- Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.
- Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.

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- Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.
- Prior to the System being moved into production, the CQuest shall provide results of all security testing to each program for review and acceptance.

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EXHIBIT G
HOSTING, MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE

CQuest shall maintain and support the System in all material respects as described in the applicable program Documentation for the term of the Contract and any extensions.

1.1 CQuest's Responsibility

CQuest shall maintain the Application System in accordance with the Contract. CQuest will not be responsible for maintenance or support for Software developed or modified by the State.

1.1.1 Maintenance Releases

CQuest shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers relating to this Contract.

2. SYSTEM SUPPORT

2.1 CQuest's Responsibility

CQuest will be responsible for providing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein. CQuest is responsible for dispatching said on-site support.

Levels of Support

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

Tier-1 Support – Tier-1 support is provided by the Call Center, located in the Springfield office. Call Center agents are responsible for:

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

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

- Logging incidents from Tier-1 overflow into the call and issue tracking software,
- Answering in-depth questions and/or resolving associated software issues related to StarLINC state office and local agency application(s).
- Answering basic to upper mid-level questions and/or resolving associated issues related to desktop, laptop, and printer operations.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OPERATIONS AND MAINTENANCE SERVICES OF THE NH WOMEN, INFANTS, AND
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AGREEMENT – PART 3**

**EXHIBIT G
HOSTING, MAINTENANCE AND SUPPORT SERVICES**

- Creating StarLINC System user accounts and/or granting application security clearances for State Office and Local Agency users.
- Providing remote setup and configuration of local desktop workstations, laptop workstations, printers, and wireless routers in support of StarLINC System applications.
- Closing incidents resolved by Tier-2 support, and
- Escalating advanced issues and questions to Tier-3 support unit as appropriate.

Tier-3 Support – Tier-3 support is an advanced level of Help Desk Support Services and is provided by technical experts from the database administration, network services, and software development units.

Network Services Technicians are responsible for:

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

Database Administrators are responsible for:

- Resolving basic to advanced level issues related to StarLINC database operations,
- Resolving basic to advanced level issues related to data, database schema, and data synchronization,
- Resolving mobile check-out/in issues (Mobile Sync),
- Escalating potential StarLINC software bugs to CQuest software development staff,
- Respond to StarLINC System database performance issues,
- Communicating with NH DHHS and CQuest management about Tier-3 activities.

Software development staff are responsible for:

- Resolving advanced level application issues related to the WIC system.
- Determining possible work-around for application issues.
- Logging defect entry into defect tracking system.
- Performing defect analysis and defect repair.
- Communicating with State office and CQuest management about Tier-3 activities.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OPERATIONS AND MAINTENANCE SERVICES OF THE NH WOMEN, INFANTS, AND
CHILDREN MANAGEMENT INFORMATION SYSTEM
CONTRACT NUMBER 2014-017
AGREEMENT – PART 3**

**EXHIBIT G
HOSTING, MAINTENANCE AND SUPPORT SERVICES**

3. SUPPORT OBLIGATIONS AND TERM

In addition to the provision within Exhibit I, Service Level Agreement, CQuest shall provide the following support:

- 3.1 CQuest shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;
- 3.2 CQuest shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- 3.3 For all maintenance Services calls, CQuest shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and
- 3.4 CQuest must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.
- 3.5 If CQuest fails to correct a Deficiency in accordance with the priorities set by the MSC within the allotted period. CQuest shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13: Termination.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OPERATIONS AND MAINTENANCE SERVICES OF THE NH WOMEN, INFANTS, AND
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AGREEMENT – PART 3

EXHIBIT H
REQUIREMENTS RESPONSE

Contract Requirements described in Contract document Attachment B – Proposal Response Requirements and Attachment C – Best and Final Offer, dated April 24, 2014 and Best and Final Offer, dated April 16, 2014, are hereby incorporated into this contract.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OPERATIONS AND MAINTENANCE SERVICES OF THE NH WOMEN, INFANTS, AND
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AGREEMENT – PART 3**

**EXHIBIT I
SERVICE LEVEL AGREEMENT**

The DRAFT Service Level Agreement (SLA) as provided in CQuest's Response to the RFP is contained herein as an example of the type of information that may be included in the SLA that is mutually developed by CQuest and the State. The final approved Service Level Agreement and any subsequent modifications between CQuest and the State of New Hampshire shall be incorporated into this Contract, by reference.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OPERATIONS AND MAINTENANCE SERVICES OF THE NH WOMEN, INFANTS, AND
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AGREEMENT - PART 3**

**EXHIBIT J
SOFTWARE LICENSE**

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OPERATIONS AND MAINTENANCE SERVICES OF THE NH WOMEN, INFANTS, AND
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EXHIBIT K
WARRANTIES AND WARRANTY SERVICES

1. WARRANTIES

1.1 Systems

CQuest warrants that the StarLINC System must operate to conform to the Specifications, terms, and requirements of the Contract.

1.2 Software

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

1.3 Non-Infringement

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

1.4 Viruses; Destructive Programming

CQuest warrants that the hosting environment (hardware and software), as well as the StarLINC Software, shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

1.5 Professional Services

CQuest warrants that all Services to be provided under the Contract will be provided in a professional manner, in accordance with industry standards and that the StarLINC Services will comply with performance standards.

1.6 Personnel

CQuest warrants that all personnel engaged in the Services shall be qualified to perform the Services, and authorized to do so under all applicable laws.

1.7 Breach of Data

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
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AGREEMENT - PART 3

EXHIBIT K
WARRANTIES AND WARRANTY SERVICES

1.8 Warranty Services – State’s Rights

CQuest acknowledges that if in the Event of Default, CQuest fails to correct the Deficiency, the State shall have the right, at its option: 1) declare CQuest in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) cease using CQuest’s product and receive a pro-rated refund for all amounts paid to CQuest, including but not limited to, applicable StarLINC fees within ninety (90) days of notification to CQuest of the State’s intent to request a refund; 3) and to pursue its remedies available at law or in equity.

2. WARRANTY SERVICES

Not Applicable for this contract.

3. WARRANTY PERIOD

The Warranty Period shall extend for the duration of the Contract and any extension, however, the warranty for non-infringement shall survive termination or conclusion of the Contract.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OPERATIONS AND MAINTENANCE SERVICES OF THE NH WOMEN, INFANTS, AND CHILDREN
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EXHIBIT L
TRAINING SERVICES

Exhibit L, Training Services is not applicable to this Contract

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OPERATIONS AND MAINTENANCE OF SERVICES OF THE NH WOMEN, INFANTS,
AND CHILDREN MANAGEMENT INFORMATION SYSTEM
CONTRACT NUMBER 2014-017 –
AGREEMENT - PART 3**

**EXHIBIT M
MULTI STATE WIC CONSORTIUM RFP BY REFERENCE**

The State of Kansas Department of Health and Environment, State of New Hampshire Department of Health and Human Services, and Inter-Tribal Council of Arizona RFP for procurement of the Operations and Maintenance of the Women, Infant and Children (WIC) Management Information System (MIS) for the Multi-State WIC Consortium (MSC), Bid Event Number: 17300 – EVT0002842 with the following attachments and amendments are incorporated herein by reference:

Section 5 – Specifications
RFP Attachment E – Response Requirements
RFP Attachment F – Federal Clauses
RFP Amendment 1 – KDHE Response to Questions
RFP Amendment 2 – KDHE Extension of Due Date

The Multi-State WIC Consortium Cooperative Agreement executed in 2009 and any future agreements are incorporated herein by reference.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OPERATIONS AND MAINTENANCE OF SERVICES OF THE NH WOMEN, INFANTS,
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**EXHIBIT N
VENDOR PROPOSAL BY REFERENCE**

CQuest America, Inc. Proposal to the Multi-State WIC Consortium (MSC) along with the following attachments, appendix, and Best and Final documents are incorporated herein by reference:

- Proposal Appendix A – Operations Reports
- Proposal Appendix B – Test Cases
- Proposal Appendix C – Acceptance Plans
- Proposal Appendix D – Draft MSC Service Level Agreement
- Proposal Attachment E – Proposal Response Requirements
- Proposal Attachment C – CQuest’s BAFO Cost Proposal dated April 24, 2014

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OPERATIONS AND MAINTENANCE OF SERVICES OF THE NH WOMEN, INFANTS,
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AGREEMENT - PART 3**

**EXHIBIT O
SPECIAL EXHIBITS , ATTACHMENTS, AND CERTIFICATES**

Attached are:

- A.** Contract Attachment A – Department of Health and Human Services Exhibits D through J
- B.** Contract Attachment B – Proposal Response Requirements-Attachment E
- C.** Contract Attachment C – Best and Final Offer (BAFO) dated April 24, 2014 and Best and Final Offer (BAFO) dated April 16, 2014
- D.** Contractor’s Certificate of Vote/Authority
- E.** Contractor’s Certificate of Good Standing
- F.** Contractor’s Certificate of Insurance

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

(Signature)
Date 08/05/2014

New Hampshire Department of Health and Human Services
Exhibit D



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

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

SEE BELOW

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

Contractor Name: CQuest America, Inc.

08/05/2014
Date

[Signature]
Name: **A. KEVEN DAVES**
Title: **PRESIDENT & CEO**

① 500 SOUTH 9TH STREET
SPRINGFIELD
SANGAMON COUNTY
ILLINOIS
62711

② 711 CAPITOL WAY SOUTH
SUITE 301
OLYMPIA
THURSTON COUNTY
WASHINGTON
98501



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

Contractor Name: CQuest America, Inc.

08/05/2014
Date


Name: H. KEVIN DAVES
Title: PRESIDENT & CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: CQuest America, Inc.

08/05/2014
Date


 Name: H. KEVIN DAVES
 Title: PRESIDENT & CEO

Contractor Initials AD
 Date 08/05/2014



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

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

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

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

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

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex

New Hampshire Department of Health and Human Services
Exhibit G



against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

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

Contractor Name: CQuest America, Inc.

08/05/2014
Date


 Name: H. KEVIN DAVES
 Title: PRESIDENT & CEO

Contractor Initials AD
Date 08/05/2014



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: CQuest America, Inc.

08/05/2014
Date

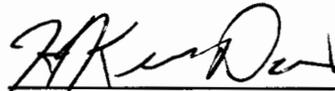

Name: H. KEVIN DAVES
Title: PRESEONT & CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

Date 08/05/2014



Exhibit I

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

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

Department of Health and Human Services

 The State

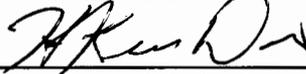

 Signature of Authorized Representative
 Brook Dupee

 Name of Authorized Representative
 Bureau Chief

 Title of Authorized Representative
 8/15/14

 Date

CQuest America, Inc.

 Name of the Contractor


 Signature of Authorized Representative
 H. KEVEN DAVIES

 Name of Authorized Representative
 PRESIDENT & CEO

 Title of Authorized Representative
 08/05/2014

 Date



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

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

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

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

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

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

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

Contractor Name: CQuest America, Inc.

08/05/2014
Date

Name: H. KEVIN DAVES
Title: PRESIDENT & CEO

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 103804667

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

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____	Amount: _____

Attachment B - Proposal Response Requirements

Section	Section Title	Program	Requirement	Response	Delivery Method	Comments
5.2.1.1 (a)	Operations and Maintenance	New Hampshire	Contractor shall maintain a secure hosting environment providing all necessary hardware, software, and internet bandwidth to manage the application and support users with permission based logins.	Yes	Standard	
5.2.1.1 (b)	Operations and Maintenance	New Hampshire	State access will be via VPN or Internet Browser	Yes	Standard	
5.2.1.1 (c)	Operations and Maintenance	New Hampshire	At the State's option, authorized third parties may be given limited access by the Contractor to certain levels of the New Hampshire system through the VPN or through a separate network connection that meets the Contractor's specifications.	Yes	Standard	
5.2.1.1 (d)	Operations and Maintenance	New Hampshire	New Hampshire will be responsible for equipment, labor, and/or services necessary to set-up and maintain the internet connectivity at the State and/or other third party sites.	Yes	Standard	
5.2.1.1 (e)	Operations and Maintenance	New Hampshire	The Contractor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Contractor, ex: bandwidth, network outages and /or any other conditions arising on New Hampshire's internal network or, more generally, outside the Contractor's firewall or any issues that are the responsibility of the New Hampshire State Internet Service Provider. The hosting server for New Hampshire shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	Yes	Standard	
5.2.1.1 (f)	Operations and Maintenance	New Hampshire	The Contractor will be responsible for resolving issues to maintain a fully functioning, hosted system.	Yes	Standard	
5.2.1.1 (g)	Operations and Maintenance	New Hampshire	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	Yes	Standard	
5.2.1.1 (h)	Operations and Maintenance	New Hampshire	The Contractor must monitor the application and all servers.	Yes	Standard	
5.2.1.1 (i)	Operations and Maintenance	New Hampshire	The Contractor shall manage the databases and services on all servers located at the Contractor's facility.	Yes	Standard	
5.2.1.1 (j)	Operations and Maintenance	New Hampshire	The Contractor shall install and update all server patches, updates and other utilities as long as they don't interfere with the function or performance of the applications.	Yes	Standard	

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08/05/2014

				Response	Delivery Method	Comments
5.2.1.1 (k)	Operations and Maintenance	New Hampshire	The Contractor shall monitor System, security, and application logs.	Yes	Standard	
5.2.1.1 (l)	Operations and Maintenance	New Hampshire	The Contractor shall manage the sharing of data resources.	Yes	Standard	
5.2.1.1 (m)	Operations and Maintenance	New Hampshire	The Contractor shall manage daily backups, off-site data storage, and restore operations.	Yes	Standard	
5.2.1.1 (n)	Operations and Maintenance	New Hampshire	The Contractor shall monitor physical hardware.	Yes	Standard	
5.2.1.1 (o)	Operations and Maintenance	New Hampshire	The Contractor shall immediately report any breach in security to the State of New Hampshire.	Yes	Standard	
5.2.1.1 (p)	Operations and Maintenance	New Hampshire	The Contractor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	Yes	Standard	
5.2.1.1 (q)	Operations and Maintenance	New Hampshire	All hardware and software components of the Contractor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.	Yes	Standard	
5.2.1.1 (r)	Operations and Maintenance	New Hampshire	The Contractor shall maintain a record of the activities related to repair or maintenance activities performed for New Hampshire and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	Yes	Standard	
5.2.1.1 (s)	Operations and Maintenance	New Hampshire	The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality/ releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	Yes	Standard	
5.2.1.1 (t)	Operations and Maintenance	New Hampshire	The Contractor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State. The logs shall be provided upon request.	Yes	Standard	

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Attachment B - Proposal Response Requirements

Section	Section Title	Program	Requirement	Response	Delivery Method	Comments
5.2.1.1 (u)	Operations and Maintenance	New Hampshire	For all maintenance Services calls, The Contractor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by	Yes	Standard	
5.2.1.1 (v)	Operations and Maintenance	New Hampshire	The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	Yes	Standard	
5.2.1.2 (a)	Data Center	New Hampshire	The Contractor shall provide a secure Class A Data Center providing equipment (including dedicated servers), managed firewall services, and managed backup Services.	Yes	Standard	
5.2.1.2 (b)	Data Center	New Hampshire	Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F.	Yes	Standard	
5.2.1.2 (c)	Data Center	New Hampshire	Data Center Humidity shall be non-condensing and be maintained between 40-55% with maximum dew point of 62 °F.	Yes	Standard	
5.2.1.2 (d)	Data Center	New Hampshire	Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.	Yes	Standard	
5.2.1.2 (e)	Data Center	New Hampshire	Data Center Generator – shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at -full load for a period not less than 1 ½ days of operation.	Yes	Standard	
5.2.1.2 (f)	Data Center	New Hampshire	Data Center Floor – A raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.	Yes	Standard	

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Attachment B - Proposal Response Requirements

Item	Item	Item	Item	Response	Delivery Method	Comments
5.2.1.2 (g)	Data Center	New Hampshire	Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire.	Yes	Standard	
5.2.1.2 (h)	Data Center	New Hampshire	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	Yes	Standard	
5.2.1.3 (a)	Hosting Security	New Hampshire	The Contractor shall employ security measures ensure that the State's application and data is protected.	Yes	Standard	
5.2.1.3 (b)	Hosting Security	New Hampshire	If New Hampshire data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	Yes	Standard	Remote databases synchronize with the consolidated database through the Sybase SQLRemote replication technology and the replication messages are fully encrypted.
5.2.1.3 (c)	Hosting Security	New Hampshire	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	Yes	Standard	
5.2.1.3 (d)	Hosting Security	New Hampshire	All components of the infrastructure shall be reviewed and tested to ensure they protect New Hampshire's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	Yes	Standard	
5.2.1.3 (e)	Hosting Security	New Hampshire	In the development or maintenance of any code, the Contractor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by New Hampshire. All software and hardware shall be free of malicious code.	Yes	Standard	Software is independently verified via the established UAT process

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Attachment B - Proposal Response Requirements

Section	Section Title	Program	Requirement	Response	Delivery Method	Comments
5.2.1.3 (f)	Hosting Security	New Hampshire	The Contractor shall notify the New Hampshire WIC Director of any security breaches within two (2) hours of the time that the Contractor learns of their occurrence.	Yes	Standard	
5.2.1.3 (g)	Hosting Security	New Hampshire	The Contractor shall ensure its complete cooperation with the New Hampshire Chief Information Officer in the detection of any security vulnerability of the Contractors' hosting infrastructure and/or the application.	Yes	Standard	
5.2.1.3 (h)	Hosting Security	New Hampshire	The Contractor shall be solely liable for costs associated with any breach of New Hampshire data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	Yes	Standard	
5.2.1.3 (i)	Hosting Security	New Hampshire	The Contractor shall authorize New Hampshire to perform scheduled and random security audits, including vulnerability assessments, of the Contractor's hosting infrastructure and/or the application upon request.	Yes	Standard	
5.2.1.3 (j)	Hosting Security	New Hampshire	The Contractor shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the Contractor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to New Hampshire.	Yes	Standard	
5.2.2.1 (a)	Operations and Maintenance	Kansas and ITCA	The Contractor will perform system support maintenance on the central processor servers after the normal business day and during the weekends, to minimize the impact of down time on MIS users for the State of Kansas and ITCA WIC Programs.	Yes	Standard	
5.2.2.1 (b)	Operations and Maintenance	Kansas and ITCA	The Contractor will monitor on-site IT operations and maintenance of the Central Site Processor on Program supplied equipment	Yes	Standard	
5.2.2.1 (c)	Operations and Maintenance	Kansas and ITCA	The Contractor will provide and monitor the coordination of all data communications between the State Agency, Local Agencies and clinics, and the CSP. This activity includes all uploads, downloads, centralized backup, recovery procedures, etc.	Yes	Standard	
5.2.2.1 (d)	Operations and Maintenance	Kansas and ITCA	The Contractor will make every effort to resolve off-hours maintenance issues without on-site IT personnel support.	Yes	Standard	
5.2.2.1 (e)	Operations and Maintenance	Kansas and ITCA	The Contractor will maintain the Operations Manual reflecting up-to-date processes	Yes	Standard	

NO
08/05/2014

Section	Requirement	Response	Deliver Method	Comments		
5.2.2.1 (f)	Operations and Maintenance	Kansas and ITCA	The Contractor will communicate with on-site IT staff and the MSC Project Manager (or designee) of any scheduled maintenance that will occur during evenings and/or weekends.	Yes	Standard	
5.2.3.1 (a)	Operations and Maintenance	MSC	All File Maintenance Requirements - This support must ensure backups, archiving of data and maintenance of database synchronization between systems and system modules are performed on a daily basis.	Yes	Standard	
5.2.3.1 (b)	Operations and Maintenance	MSC	System Data Tables - Must provide for the maintenance of all CSP Application, state office and standard clinic system data tables.	Yes	Standard	
5.2.3.1 (c)	Operations and Maintenance	MSC	Software Changes - Programmer/analyst staff must be available to correct software problems in the system as well as to develop system enhancements. These services are to be performed under general maintenance or task order hourly contract provisions as appropriate to the type of change.	Yes	Standard	
5.2.3.1 (d)	Operations and Maintenance	MSC	Data Communications - Assure the coordination of all data communications between the State Office, clinics, CSP, and within clinic networks. This activity must include all uploads, downloads, centralized backup, recovery procedures, synchronization, etc. Support on-line or dial up capability to the Central Site Processor for the generation of <i>ad hoc</i> reports	Yes	Standard	
5.2.4.1 (a)	Operations and Maintenance - Warranty	MSC	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	Yes	Standard	
5.2.4.1 (b)	Operations and Maintenance - Warranty	MSC	Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract	Yes	Standard	
5.2.4.1 (c)	Operations and Maintenance - Warranty	MSC	Maintain a record of the activities related to warranty repair or maintenance activities performed	Yes	Standard	
5.2.4.1 (d)	Operations and Maintenance - Warranty	MSC	For all Warranty Service calls, the Contractor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) Identifying number i.e. work order number; 8) issue identified by.	Yes	Standard	

Handwritten signature and date:
 [Signature] 08/05/2014

Attachment B - Proposal Response Requirements

Section	Section Title	Program	Requirement	Response	Delivery Method	Comments
5.2.4.1 (e)	Operations and Maintenance - Warranty	MSC	The Contactor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems	Yes	Standard	
5.2.4.1 (f)	Operations and Maintenance - Warranty	MSC	All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Contractor no later than 5 business days, unless specifically extended in writing by the MSC, and at no additional cost.	Yes	Standard	

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Item	Description	Location	Response	Delivery Method	Comments	
5.2.5.1 (a)	System Maintenance and Network Services	New Hampshire	The Contractor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window.	Yes	Standard	
5.2.5.1 (b)	System Maintenance and Network Services	New Hampshire	The Contractor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application.	Yes	Standard	
5.2.5.1 (c)	System Maintenance and Network Services	New Hampshire	Where redundant connections are not provided, then the Internet Vendor who provides the Internet service to the Contractor must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service.	Yes	Standard	
5.2.5.1 (d)	System Maintenance and Network Services	New Hampshire	The Contractor's network architecture must include redundancy of routers and switches in the Data Center.	Yes	Standard	
5.2.5.1 (e)	System Maintenance and Network Services	New Hampshire	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server -resources not in the DMZ, the Contractor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	Yes	Standard	
5.2.5.1 (f)	System Maintenance and Network Services	New Hampshire	The Contractor shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files.	Yes	Standard	
5.2.5.2 (a)	System Maintenance and Network Services	Kansas and ITCA	Remote network administration – assure secure, remote access to the CPS using a broadband, persistent connection, remotely monitor all servers, and using remote application software to troubleshoot and maintain the servers.	Yes	Standard	
5.2.5.2 (b)	System Maintenance and Network Services	Kansas and ITCA	Remote database administration – adjust indexes, make changes to the database appropriate for new software requirements, and manage log files; perform scheduled, annual maintenance of clinic databases to improve performance.	Yes	Standard	
5.2.5.2 (c)	System Maintenance and Network Services	Kansas and ITCA	The Contractor shall work in conjunction with Local Clinic IT support and/or State IT in performing all system troubleshooting activities which include the diagnosis and resolution of problems identified by the Contractor, reported by a State Program, Local clinics, or external entities.	Yes	Standard	

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Section	Section Title	Program	Requirement	Response	Delivery Method	Comments
5.2.5.2 (d)	System Maintenance and Network Services	Kansas and ITCA	The Contractor shall log all problems with the date and time reported, a recommended priority (critical to low), and log the resolution	Yes	Standard	
5.2.5.2 (e)	System Maintenance and Network Services	Kansas and ITCA	The Contractor shall address problem resolution in accordance with their priority as determined by the MSC Project Manager (or designee); e.g. critical problems must be addressed immediately with frequent updates to the MSC WIC Project Manager (or designee) on progress made.	Yes	Standard	
5.2.5.2 (f)	System Maintenance and Network Services	Kansas and ITCA	The Contractor shall provide technical staff for responding to questions and problems which adversely affect the MIS application and/or production operation problems within thirty (30) minutes of notification receipt during normal business hours, or within 4 hours of notification receipt after normal business hours. The response is to include an estimated approach and timeline to resolve the reported issue.	Yes	Standard	
5.2.5.2 (g)	System Maintenance and Network Services	Kansas and ITCA	The Contractor must ensure the application runs reliably with a minimum 99.9% system availability during normal business hours. The Contractor will be required to work with Local Agencies IT and/or Program IT staff in addressing issues outside of the application which has a direct or indirect impact on maintaining system availability.	Yes	Standard	
5.2.5.3 (a)	System Maintenance and Network Services	MSC	Data synchronization management – The Contractor shall monitor replication logs to ensure all MSC clinics are replicating with the Central Processing Site (CPS), diagnose and troubleshoot problems, and execute manual replication if necessary.	Yes	Standard	
5.2.5.3 (b)	System Maintenance and Network Services	MSC	Centralized application security management – The Contractor shall review usage logs and pinpoint abnormal usage patterns such as off-hours use, multiple failed logins, and extended user sessions; tightly control database users and the permissions assigned to those users, assuring network logins are current and that accounts are disabled or removed for staff as appropriate.	Yes	Standard	
5.2.5.3 (c)	System Maintenance and Network Services	MSC	Security management – The Contractor shall plan for and implement multiple levels and types of security to include physical, inventory and configuration control, data, telecommunications, network, operating system, and personnel security.	Yes	Standard	

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Item	Requirement	Response	Delivery Method	Comments
5.2.5.3 (d)	System Maintenance and Network Services	MSC		Numerous automated jobs and extractions – The Contractor shall assure daily replication and data summarization on a predetermined basis, typically monthly, quarterly, and annually.
5.2.5.3 (e)	System Maintenance and Network Services	MSC		The Contractor shall set up a process for verifying that all systems were backed up each work day during non-business hours.
5.2.5.3 (f)	System Maintenance and Network Services	MSC		The Contractor will provide and monitor the process of archiving of data and the maintenance of database synchronization between system modules on a daily basis.
5.2.5.3 (g)	System Maintenance and Network Services	MSC		The Contractor shall monitor all system components for the need of version upgrades, including but not limited to: operating systems, third-party components, ASA Sybase database, and all related components.
5.2.5.3 (h)	System Maintenance and Network Services	MSC		The Contractor shall perform system and software upgrades approved by the MSC Project Manager (or designee) ensuring upgrades work properly and do not disrupt the operational status of the system.
5.2.5.3 (i)	System Maintenance and Network Services	MSC		The Contractor shall perform all system upgrades after normal business hours (unless approved otherwise by the MSC. In the event the upgrade is required to address a situation which is impeding or preventing the clinic from performing their overall processing).
5.2.5.3 (j)	System Maintenance and Network Services	MSC		There must be a system backup prior to beginning of an upgrade to provide a contingency plan in case a return to a pre-upgrade version is required.

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Section	Section Title	Program	Requirement	Response	Delivery Method	Comments
5.2.6.1 (a)	Software Monitoring, Maintenance and Modifications	MSC	The Contractor will address and perform the daily monitoring activities as identified in the Operations Manual.	Yes	Standard	
5.2.6.1 (b)	Software Monitoring, Maintenance and Modifications	MSC	The Contractor shall ensure that issues identified by the monitoring activities are addressed daily with issue resolution recorded. The MSC Project Manager (or designee) may request a copy of this documentation at any time in which the Contractor shall provide.	Yes	Standard	
5.2.6.1 (c)	Software Monitoring, Maintenance and Modifications	MSC	Unless otherwise agreed by the MSC Project Manager (or designee) during the course of the contract, the contractor must provide at least (4) four software builds annually, or more as necessary to meet critical business problems.	Yes	Standard	
5.2.6.1 (d)	Software Monitoring, Maintenance and Modifications	MSC	The Contractor shall ensure that all system changes are tracked by a software version control system. The process must indicate what changes are applicable to each copy of the system.	Yes	Standard	
5.2.6.1 (e)	Software Monitoring, Maintenance and Modifications	MSC	The Contractor shall be required to detail the IT project methodology used (i.e. ITIL, ISO9000) for change management testing.	Yes	Standard	
5.2.6.1 (f)	Software Monitoring, Maintenance and Modifications	MSC	The Contractor must perform application testing using an industry standard and MSC approved testing methodology.	Yes	Standard	
5.2.6.1 (g)	Software Monitoring, Maintenance and Modifications	MSC	All testing results must be shared with the respective State Program.	Yes	Standard	
5.2.6.1 (h)	Software Monitoring, Maintenance and Modifications	MSC	The Contractor must perform application stress testing and tuning.	Yes	Standard	
5.2.6.1 (i)	Software Monitoring, Maintenance and Modifications	MSC	The Contractor shall develop and/or modify software based on programmatic errors and/or change requests. The change requests may be considered part of normal maintenance or based on Federal requirements and may require the use of the Task Order process.	Yes	Standard	
5.2.6.1 (j)	Software Monitoring, Maintenance and Modifications	MSC	The Contractor shall use a change management policy for notification and tracking of change requests as well as critical outages.	Yes	Standard	
5.2.6.1 (k)	Software Monitoring, Maintenance and Modifications	MSC	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	Yes	Standard	

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Response Attachment E

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Section	Section Title	Program	Requirement	Response	Delivery Method	Comments
5.2.6.1 (l)	Software Monitoring, Maintenance and Modifications	MSC	The Contractor shall update all system documentation to reflect the changes made to the system and maintain documentation to reflect the current production version accurately.	Yes	Standard	
5.2.6.2 (a)	Software Releases	MSC	The Contractor shall coordinate the implementation of approved software.	Yes	Standard	
5.2.6.2 (b)	Software Releases	MSC	Prior to the installation of a new release, the Contractor will provide a list of the changes and a list of activities with proposed timing for implementing the new software in each Program.	Yes	Standard	
5.2.6.2 (c)	Software Releases	MSC	The Contractor shall provide a contingency plan to address any failures.	Yes	Standard	
5.2.6.2 (d)	Software Releases	MSC	The Contractor shall communicate to all MIS users of the pending implementation.	Yes	Standard	
5.2.6.2 (e)	Software Releases	MSC	The Contractor shall install new releases during non-regular business hours and verify the reliable operation of the system following the implementation (with the exception of what would be determined by the MSC Project Manager (or designee) to be an emergency release which could be done during working hours).	Yes	Standard	
5.2.6.2 (f)	Software Releases	MSC	The Contractor shall be available for support at the start of the working day immediately following the implementation to assist MSC Program staff in assisting with Help Desk calls related to the changes.	Yes	Standard	
5.2.6.2 (g)	Software Releases	MSC	The Contractor shall be prepared to uninstall a release and revert to the previous working system state if significant problems are encountered and the MSC Project Manager (or designee) approves the reversion.	Yes	Standard	
5.2.6.3 (a)	Software Security	MSC	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	Yes	Standard	
5.2.6.3 (b)	Software Security	MSC	Verify the identity or authenticate all of the system's users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	Yes	Standard	
5.2.6.3 (c)	Software Security	MSC	Enforce unique user names.	Yes	Standard	
5.2.6.3 (d)	Software Security	MSC	Enforce complex passwords for Administrator Accounts of ten characters or more.	No	Future	The MSC W/C System passwords are currently eight (8) characters; system can be modified to ten (10) characters

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Section	Section Title	Program	Requirement	Response	Delivery Method	Comments
5.2.6.3 (e)	Software Security	MSC	Enforce the use of complex passwords for general users using capital letters, numbers and special characters.	Yes	Standard	
5.2.6.3 (f)	Software Security	MSC	Encrypt passwords in transmission and at rest within the database.	No	Future	The MSC WIC System password is not encrypted in the database but is encrypted when transmitting it via https.
5.2.6.3 (g)	Software Security	MSC	Expire passwords after 90 days.	Yes	Standard	
5.2.6.3 (h)	Software Security	MSC	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	Yes	Standard	
5.2.6.3 (i)	Software Security	MSC	Provide ability to limit the number of people that can grant or change authorizations	Yes	Standard	
5.2.6.3 (j)	Software Security	MSC	Establish ability to enforce session timeouts during periods of inactivity.	Yes	Standard	
5.2.6.3 (k)	Software Security	MSC	Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten	Yes	Standard	
5.2.6.3 (l)	Software Security	MSC	The application shall not store authentication credentials or sensitive Data in its code	Yes	Standard	
5.2.6.3 (m)	Software Security	MSC	Audit all attempted accesses that fail identification, authentication and authorization requirements	Yes	Standard	
5.2.6.3 (n)	Software Security	MSC	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept until back-ups are created.	Yes	Standard	
5.2.6.3 (o)	Software Security	MSC	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	Yes	Standard	
5.2.6.3 (p)	Software Security	MSC	Use only the Software and System Services designed for use	Yes	Standard	
5.2.6.3 (q)	Software Security	MSC	The application Data shall be protected from unauthorized use when at rest	Yes	Standard	
5.2.6.3 (r)	Software Security	MSC	Keep any sensitive Data or communications private from unauthorized individuals and programs.	Yes	Standard	
5.2.6.3 (s)	Software Security	MSC	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	Yes	Standard	
5.2.6.3 (t)	Software Security	MSC	Create change management documentation and procedures	Yes	Standard	
5.2.6.4 (a)	Software Security Testing	MSC	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	Yes	Standard	

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				Response	Delivery Method	Comments
5.2.6.4 (b)	Software Security Testing	MSC	The Contractor shall be responsible for security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, Integrity and availability.	Yes	Standard	
5.2.6.4 (c)	Software Security Testing	MSC	Test for Identification and Authentication; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users	Yes	Standard	
5.2.6.4 (d)	Software Security Testing	MSC	Test for Access Control; supports the management of permissions for logging onto a computer or network	No	Not Proposing	Support of LAN and desktop computing is the responsibility of the local agency, however CQuest's network support staff provide support as needed. CQuest's network support staff manages permissions for logging onto CQuest's own internal network.
5.2.6.4 (e)	Software Security Testing	MSC	Test for encryption; supports the encoding of data for security purposes	Yes	Standard	
5.2.6.4 (f)	Software Security Testing	MSC	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	Yes	Standard	
5.2.6.4 (g)	Software Security Testing	MSC	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network	Yes	Standard	
5.2.6.4 (h)	Software Security Testing	MSC	Test the Digital Signature; guarantees the unaltered state of a file	Yes	Standard	
5.2.6.4 (i)	Software Security Testing	MSC	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	Yes	Standard	
5.2.6.4 (j)	Software Security Testing	MSC	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network	Yes	Standard	
5.2.6.4 (k)	Software Security Testing	MSC	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system	Yes	Standard	

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Section	Section Title	Program	Requirement	Response	Delivery Method	Comments
5.2.6.4 (l)	Software Security Testing	MSC	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	Yes	Standard	
5.2.6.4 (m)	Software Security Testing	MSC	Prior to the System being moved into production, the Contractor shall provide results of all security testing to each program for review and acceptance.	Yes	Standard	
5.2.7.1 (a)	System Response Time and Availability	MSC	Window Processing in the Applications - seven seconds or less for 80 percent of the transactions submitted and never more than 15 seconds.	Yes	Standard	
5.2.7.1 (b)	System Response Time and Availability	MSC	FI Printing - must be completely printed within 10 seconds of function initiation (keystroke or mouse click that initiates the actual print).	Yes	Standard	
5.2.7.1 (c)	System Response Time and Availability	MSC	File Check Out/In - file synchronization to a portable computer to support a remote clinic must be completed in less than 20 minutes.	Yes	Standard	
5.2.7.1 (d)	System Response Time and Availability	MSC	Synchronization of State Office Files - the state files must be synchronized with all clinics with no interference with any other scheduled batch processes and 60 minutes should be available to deal with any unexpected problems during this period.	Yes	Standard	
5.2.7.1 (e)	System Response Time and Availability	MSC	On Line to State Processor - clinic on line access to the state processor (if used) must be seven seconds or less for 80 percent of the transactions submitted and never more than 15 seconds.	Yes	Standard	
5.2.7.1 (f)	System Response Time and Availability	MSC	The system must be available during normal operating hours 52 weeks per year as well as during nighttime data transmission sessions.	Yes	Standard	
5.2.7.1 (g)	System Response Time and Availability	MSC	The Contractor shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window.	Yes	Standard	
5.2.7.1 (h)	System Response Time and Availability	MSC	If the contractor is unable to meet the 99.9% uptime requirement, the contractor shall credit the affected program's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	Yes	Standard	

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			Requirement	Response	Delivery Method	Comments
5.2.8.1 (a)	Support Response Time	MSC	Class A Deficiency - (1) The Contractor shall have available on-call telephone assistance, with issue tracking available, during system operations with an email / telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request.	Yes	Standard	
5.2.8.1 (b)	Support Response Time	MSC	Class B & C Deficiency - MSC system users (local clinics or State Agency staff) shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action; The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.	Yes	Standard	
5.2.9.1 (a)	Security and Confidentiality of Data	MSC	Submit to the MSC Project Manager (or designee) a signed Confidentiality Agreement prior to starting work.	Yes	Standard	
5.2.9.1 (b)	Security and Confidentiality of Data	MSC	Any issue regarding unauthorized intrusion, corruption or attempted corruption of data and/or communications, unauthorized software modifications, etc. (as detailed in the list) shall be reported to the MSC Project Manager (or designee) and the appropriate WIC Program Director within two (2) recognized business working days.	Yes	Standard	
5.2.9.1 (c)	Security and Confidentiality of Data	MSC	Identification/Authentication to ensure that externals to the software are who and what they say they are	Yes	Standard	
5.2.9.1 (d)	Security and Confidentiality of Data	MSC	Authorization to ensure individuals or authenticated externals have access to specific data and system components if, and only if, they have been explicitly authorized to do so by a properly appointed entity; Immunity to ensure that the software is protected from infection by undesirable programs (e.g. computer viruses, worms, Trojans horses, etc.)	Yes	Standard	
5.2.9.1 (e)	Security and Confidentiality of Data	MSC	Intrusion detection that specifies the extent to which an application or software component shall detect and record attempted access or modification by unauthorized individuals	Yes	Standard	
5.2.9.1 (f)	Security and Confidentiality of Data	MSC	No repudiation ensuring adequate tamper-proof records are maintained to prevent dispute of transactions taking place between authorized and authenticated parties	Yes	Standard	

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Section	Section Title	Program	Requirement	Response	Delivery Method	Comments
5.2.9.1 (g)	Security and Confidentiality of Data	MSC	Privacy to ensure unauthorized individuals and external parties do not gain access to sensitive data and/or communications	Yes	Standard	
5.2.9.1 (h)	Security and Confidentiality of Data	MSC	System maintenance procedures that prevent authorized software modifications (e.g. defect fixes, enhancements, updates) from accidentally defeating its security mechanisms.	Yes	Standard	
5.2.10.1 (a)	Training	MSC	The Contractor must provide training material for new system enhancements and new State Office and/or Local Clinic staff as requested.	Yes	Standard	
5.2.10.1 (b)	Training	MSC	The Contractor shall assist State Office staff in developing and/or maintaining the Training and User documentation (Help files) to ensure it is current and reflects the current version of the production MIS.	Yes	Standard	
5.2.10.1 (c)	Training	MSC	The training databases, materials and methods are to be kept up-to-date (i.e. updating with new versions of Client Services and reflect current versions of Central Office applications)	Yes	Standard	
5.2.11.1 (a)	External Interfaces	MSC	The Contractor shall transfer data to external entities	Yes	Standard	
5.2.11.1 (b)	External Interfaces	MSC	Ability to access data using open standards access drivers (please specify supported versions in the comments field).	Yes	Standard	
5.2.11.1 (c)	External Interfaces	MSC	The system software adheres to open standards and is not proprietary.	Yes	Standard	
5.2.11.1 (d)	External Interfaces	MSC	The database platform adheres to open standards.	Yes	Standard	
5.2.11.1 (e)	External Interfaces	MSC	The Solution must comply with Open Standards as specified in RSA 21-R:10 and 21-R:13, including but not limited to Open Data Formats.	Yes	Standard	
5.2.11.1 (f)	External Interfaces	MSC	Web-based compatible and in conformance with the following W3C standards: (i) XHTML 1.0 (ii) CSS 2.1 (iii) XML 1.0 (fourth edition)	Yes	Standard	

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Section	Section Title	Location	Requirement	Response	Delivery Method	Comments
5.3.1 (a)	Disaster Recovery	New Hampshire	The Contractor shall have in place adequate disaster recovery procedures which shall be approved by the State of New Hampshire.	Yes	Standard	
5.3.1 (b)	Disaster Recovery	New Hampshire	The Contractor shall have documented disaster recovery plans that address the recovery of lost New Hampshire data as well as their own. Systems shall be architected to meet the defined recovery needs.	Yes	Standard	
5.3.1 (c)	Disaster Recovery	New Hampshire	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	Yes	Standard	
5.3.1 (d)	Disaster Recovery	New Hampshire	The Contractor shall adhere to a defined and documented backup schedule and procedure.	Yes	Standard	
5.3.1 (e)	Disaster Recovery	New Hampshire	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	Yes	Standard	
5.3.1 (f)	Disaster Recovery	New Hampshire	Scheduled backups of all servers must be completed regularly. At a minimum, servers shall be backed up nightly, with one daily, one weekly, and one monthly backup stored in a secure location to assure data recovery in the event of disaster. Provide details in narrative regarding hosting software. New Hampshire standard is Bluehost.	Yes	Standard	
5.3.1 (g)	Disaster Recovery	New Hampshire	The minimum acceptable frequency is differential backup daily, and complete backup weekly.	Yes	Standard	
5.3.1 (h)	Disaster Recovery	New Hampshire	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility	Yes	Standard	

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Section	Section Title	Program	Requirement	Response	Delivery Method	Comments
5.3.1 (i)	Disaster Recovery	New Hampshire	If State data is personally identifiable, data must be encrypted in the operation environment and on backup tapes.	No	Standard	The database files are not encrypted using an industry-standard encryption technique; however, the database files and log files are binary files and are obfuscated (not human readable). While some random words in the database file may be decipherable using a disk utility, the lack of context and connection with other information makes that database content indecipherable. The only means to get to a readable format of client data is through the Sybase tools and API. These enforce security and require credential validation. Our remote datases synchronize with our consolidated databases through the Sybase SQLRemote replication technology and the replication messages are fully encrypted.
5.3.2 (a)	Disaster Recovery	Kansas and ITCA	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	Yes	Standard	

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Section	Requirement	Jurisdiction	Requirement	Response	Delivery Method	Comments
5.3.2 (b)	Disaster Recovery	Kansas and ITCA	Data recovery – In the event that recovery back to the last backup is not sufficient to recover program data, the contractor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	Yes	Standard	Database files and logs are copied to a backup folder every evening. The database and logs in the backup folder serve three purposes: 1) as the source database and logs for those WIC Programs who routinely backup their database and logs to another medium (e.g. tape); 2) for rapid recovery of production data; and 3) for researching the transaction logs for who performed a particular data modification (the logs can be translated and searched by transaction time, username, and data modification details).
5.3.2 (c)	Disaster Recovery	Kansas and ITCA	The Contractor shall perform testing and verification of disaster recovery procedures as part of the inspection task, validating the functionality of the procedures for the local clinics, State Office, Contractor offices and Help Desk.	Yes	Standard	

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Section	Section Title	Program	Requirement	Response	Delivery Method	Comments
5.4.1 (a)	Submitting Task Order	MSC	The MSC or a specific MSC Program (or designee), name, mailing address, physical address, telephone number, facsimile number and billing address. Unless explicitly indicated in writing within the Task Order, the party responsible for acceptance of the Services or Deliverables under the Task Order shall be the party responsible for payment.	Yes	Standard	
5.4.1 (b)	Submitting Task Order	MSC	The name of the MSC Project Manager (or designee) requesting the Task Order and the name(s) of any other person(s) who may be contacted during any phase of the performance of work related to the Task Order	Yes	Standard	
5.4.1 (c)	Submitting Task Order	MSC	The Task Order must include a detailed analysis of the desired result, problem, or task	Yes	Standard	
5.4.1 (d)	Submitting Task Order	MSC	The Task Order must include a detailed work plan to be utilized in order to complete the Task Order	Yes	Standard	
5.4.1 (e)	Submitting Task Order	MSC	The Task Order must include a list of possible impact(s) the work plan may have on other Services or Deliverables to be or being provided by the Contractor	Yes	Standard	
5.4.1 (f)	Submitting Task Order	MSC	The Task Order must include starting and completion time frames for start and completion of the work	Yes	Standard	
5.4.1 (g)	Submitting Task Order	MSC	The Task Order must include total person hours to be expended by personnel classification, if applicable	Yes	Standard	
5.4.1 (h)	Submitting Task Order	MSC	The Task Order must include the desired result to be achieved	Yes	Standard	
5.4.1 (i)	Submitting Task Order	MSC	The Task Order must include the name of the MSC individual responsible for acceptance of the specific Deliverables, Services and payment of associated invoices	Yes	Standard	
5.4.1 (j)	Submitting Task Order	MSC	The Task Order must include the precise, mutually agreed "not to exceed" cost to the MSC or the requesting W/C Program.	Yes	Standard	
5.4.1 (k)	Submitting Task Order	MSC	The Task Order must include the work plan or its reference to be followed during the Task Order performance	Yes	Standard	
5.4.1 (l)	Submitting Task Order	MSC	The Task Order must include the payment schedule or its reference applicable to each Deliverable or Service	Yes	Standard	
5.4.1 (m)	Submitting Task Order	MSC	The Task Order must include precise and specific criteria for acceptance of Deliverables and Services	Yes	Standard	

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Attachment B - Proposal Response Requirements

Item	Task Order	MSC	Description	Response	Delivery Method	Comments
5.4.1 (n)	Submitting Task Order	MSC	The Task Order must include a line providing for signatures of, and the date signed by the Contractor, the MSC Project Manager (or designee) and/or WIC Program Director, authorizing work under the Task Order (i) The Task Order must include A line provided for each Programs signature to indicate explicit acknowledgment, verifying that no terms regarding acceptance criteria, nor time for performance, nor the cost to the MSC or requesting WIC Program, nor Services, nor Deliverables, nor the work plan may be changed or altered in any way without the agreement of all signatories to the Task Order	Yes	Standard	
5.4.2 (a)	Pricing Task Orders	MSC	Pricing for services and deliverables for a Task Order negotiated by each MSC Director, MSC Project Manager (or designee), and the Contractor in the execution of this Contract shall be considered a "not to exceed" price.	Yes	Standard	
5.4.2 (b)	Pricing Task Orders	MSC	Task order pricing will not include the costs associated with existing personnel identified as a System Maintenance Contractor resource assigned to this Operations and Maintenance Contract.	Yes	Standard	
5.4.3.(a)	Invoicing Task Orders	MSC	The Contractor shall provide the MSC Project Manager (or designee) and originating WIC Program Director with invoices for each respective Task Order and will not include Task Order invoices as part of the monthly Operations and Maintenance invoice.	Yes	Standard	
5.4.3.(b)	Invoicing Task Orders	MSC	Each Task Order invoice shall include a section detailing amounts billed for completed deliverables supported by timesheets of each individual working on the Task Order showing time used by task.	Yes	Standard	
5.4.3.(c)	Invoicing Task Orders	MSC	The invoice shall identify the Task Order by number and descriptive title.	Yes	Standard	
5.4.3.(d)	Invoicing Task Orders	MSC	Task Order invoices shall be for progress payments and shall include other appropriate support documentation as necessary.	Yes	Standard	

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08/05/2014

Attachment B - Proposal Response Requirements

Section	Section Title	Program	Requirement	Response	Delivery Method	Comments
5.5.1.1 (a)	Help Desk	MSC	Help Desk services must be available at all times during system operation periods to assure same day response to system problems as they occur.	Yes	Standard	
5.5.1.1 (b)	Help Desk	MSC	The Contractor must provide sufficient documentation and reference materials to support Help Desk activities. The Contractor Help Desk assumes all technical support duties and responsibilities.	Yes	Standard	
5.5.1.1 (c)	Help Desk	MSC	The Contractor will be responsible for providing and configuring the necessary equipment and software to allow prompt diagnosis, tracking and resolution of problems.	Yes	Standard	
5.5.1.1 (d)	Help Desk	MSC	Remote access software for diagnosing operating difficulties is required for Help Desk use.	Yes	Standard	
5.5.1.1 (e)	Help Desk	MSC	Provide a resolution of any question or problem associated with the system including hardware, application software, operating system(s) and WIC specific applications.	Yes	Standard	
5.5.1.1 (f)	Help Desk	MSC	Provide immediate responses to system or equipment failures at any MSC State Office and WIC clinic sites (the MSC WIC State Offices or the clinics may prefer to address technical issues by their own IT Support Staff).	Yes	Standard	
5.5.1.1 (g)	Help Desk	MSC	Track and document all calls and provide responses to telephone inquiries from a State Office or clinics when users experience difficulties in operating a MIS application. All Program policy questions will be referred to the appropriate state office.	Yes	Standard	
5.5.1.1 (h)	Help Desk	MSC	Calls involving an applicant or participant for whom the staff is unable to certify or issue food instruments will be given priority handling.	Yes	Standard	
5.5.1.1 (i)	Help Desk	MSC	Calls must be answered within 4 rings.	Yes	Standard	
5.5.1.1 (j)	Help Desk	MSC	Callers may not be put on hold for more than 3 minutes and calls requiring research must be returned within 4 hours.	Yes	Standard	
5.5.1.1 (k)	Help Desk	MSC	Provide reports to each State Agency detailing calls received. Including numbers of calls responded or not responded in a timely manner.	Yes	Standard	
5.6.1 (a)	Local Clinic Network Support	New Hampshire	The Contractor shall be required to provide on-site services via a subcontract with a New Hampshire based company.	Yes	Standard	
5.6.2 (a)	Local Clinic Network Support	MSC	The Contractor may be required to determine needs and work tasks with the Local Clinic IT staff to facilitate the correction of faulty installations	Yes	Standard	

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08/05/2014

Attachment B - Proposal Response Requirements

Item	Description	MSC	Requirements	Response	Delivery Method	Comments
5.6.2 (b)	Local Clinic Network Support	MSC	The Contractor must work directly with Local Clinic IT staff, when installing new LANs, or in rare instances, take the responsibility for installing and configuring, (or coordinate the installation and configuration), all third party software on the Local Clinics computers.	Yes	Standard	
5.6.2 (c)	Local Clinic Network Support	MSC	At a minimum, the System should support this client configuration; Pentium 4, 630/3.0GHz PC, Microsoft Windows XP Professional Version 2002, Internet Explorer 6, and 128 bit encryption.	Yes	Standard	

RS
08/05/2014

Attachment B - Proposal Response Requirements

Section	Section Title	Program	Requirement	Response	Delivery Method	Comments
5.7.1 (a)	Communication Plan (Reports and Meetings)	MSC	The Contractor shall adhere to the MSC Communication Plan protocol.	Yes	Standard	
5.7.1 (b)	Communication Plan (Reports and Meetings)	MSC	The Contractor may be required to work with a third party contractor related to the maintenance of FI inventory. This involves communications from the Contractor Help Desk to the third party contractor regarding the disbursement of FI to the Local Clinics.	Yes	Standard	
5.7.1 (c)	Communication Plan (Reports and Meetings)	MSC	The Contractor may be required to attend and participate in biannual meetings at a time and location to be designated by the MSC.	Yes	Standard	
5.8.1.1 (a)	Service Level Agreement	MSC	The contractor shall write and submit a SLA to each State Program annually.	Yes	Standard	
5.8.1.1 (b)	Service Level Agreement	MSC	The SLA will be reviewed annually and updated as necessary.	Yes	Standard	
5.8.1.1 (c)	Service Level Agreement	MSC	The Contractor's system support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	Yes	Standard	
5.8.1.1 (d)	Service Level Agreement	MSC	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	Yes	Standard	
5.8.1.1 (e)	Service Level Agreement	MSC	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	Yes	Standard	
5.8.1.1 (f)	Service Level Agreement	MSC	The State shall have unlimited access, via phone or Email, to the Contractor technical support staff during normal business hours.	Yes	Standard	

RD
08/05/2014

Attachment B - Proposal Response Requirements

Requirement	Category	Format	Description	Response	Review Method	Comments
5.9.1 (a)	System Documentation	MSC	Documentation must be delivered in electronic searchable format, unless otherwise requested. The documentation must be updated based on timeframes determined by the MSC.	Yes	Standard	
5.9.1 (b)	System Documentation	MSC	The Contractor must version control all documentation which allows readers' to identify the latest version of a document.	Yes	Standard	
5.9.1 (c)	System Documentation	MSC	The Contractor must maintain up to date documentation for each release. The media for these revisions, updates, and modifications shall be in a format easily readable by MSC staff.	Yes	Standard	
5.9.1 (d)	System Documentation	MSC	Source Code: The Contractor must update source code as revisions are made and submit copy of the source code and the standard change control documentation as requested by each State Program. The history is to include the date of the change, author of the change, and a description as to why and where the change was made.	Yes	Standard	
5.9.1 (e)	System Documentation	MSC	Release Notes: The Contractor must provide release notes that include the enhancement or defect tracking number, a short description/title, and a comprehensive description of the issue and its resolution.	Yes	Standard	
5.9.1 (f)	System Documentation	MSC	The Contractor must maintain the data dictionary	Yes	Standard	
5.9.1 (g)	System Documentation	MSC	The Contractor must update training documentation to reflect the changes, modifications and/or enhancements to the application.	Yes	Standard	
5.9.1 (h)	System Documentation	MSC	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation.	Yes	Standard	

KD
08/05/2014

Attachment B - Proposal Response Requirements

Section	Section Title	Program	Requirement	Response	Delivery Method	Comments
5.10.1.1 (a)	Contractor Staffing Levels	MSC	The Contractor shall ensure that key personnel meet the qualifications identified in this RFP. Each person assigned to work on the MSC MIS and related systems is required to submit to the MSC Project Manager (or designee) a signed Confidentiality Agreement prior to starting work.	Yes	Standard	Please refer to our RFP response, Section 2.5 for further description for all rows in this section.
5.10.1.1 (b)	Contractor Staffing Levels	MSC	Any substitution of proposed staff or staffing required must have the same or better qualifications and be approved by the MSC Project Manager (or designee).	Yes	Standard	
5.10.1.1 (c)	Contractor Staffing Levels	MSC	The Contractor shall provide name and resumes for the key personnel.	Yes	Standard	
5.10.1.1 (d)	Contractor Staffing Levels	MSC	The Contractor staff identified may not be assigned to non-MSC MIS related activities without prior approval from the MSC Project Manager (or designee).	Yes	Standard	
5.10.1.1 (e)	Contractor Staffing Levels	MSC	The Contractor shall reduce the Monthly Maintenance and Operations invoice for staff hours spent on work for other Contractor clients and/or projects.	Yes	Standard	
5.10.1.1 (f)	Contractor Staffing Levels	MSC	The Contractor must provide a detailed staffing plan for each State Program including a description of staff level, FTE and a listing of staff competencies and skills for system operations. Proposals submitted for the Contractor operation which do not identify staff with appropriate experience as described above will be rejected as non-responsive and unqualified.	Yes	Standard	
5.11.1.1 (a)	Transition to a New Contractor	MSC	Two-months prior to the cutover date (July 1, 2014), the Contractor should have on staff a Database Administrator (DBA) and Network Administrator. The incumbent contractor is to provide a one month or longer orientation with the Contractor to review the Database Administrator and Network Administrator operations and disaster recovery procedures. The Contractor will have their DBA work side by side with the incumbent Contractor's Database Administrator for up to four weeks prior to cutover. This on-the-job training needs to include a month-end close out process.	Yes	Standard	
5.11.1.1 (b)	Transition to a New Contractor	MSC	Transfer of State hardware used for testing (desktops, laptops, scanners, printers, signature pads, peripherals, etc.)	Yes	Standard	
5.11.1.1 (c)	Transition to a New Contractor	MSC	Preservation and protection of the data prior to and during the physical move of the server(s) with full restoration afterward.	Yes	Standard	
5.11.1.1 (d)	Transition to a New Contractor	MSC	Formal testing of the System following its physical move including full functionality	Yes	Standard	

RD
08/05/2014
Response Attachment E

Attachment B - Proposal Response Requirements

5.11.1.2 (a)	Transition to a New Contractor	New Hampshire	By June 30, the Central Host Site hardware shall be transferred to the new site by the new Contractor.	Yes	Standard	
5.11.1.2 (b)	Transition to a New Contractor	New Hampshire	Preparation of the hosting facility including bandwidth capability sufficient to ensure transmission and response times required in this solicitation.	Yes	Standard	
5.11.1.2 (c)	Transition to a New Contractor	New Hampshire	The Contractor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks.	Yes	Standard	

RS

05/05/2014

Nutrition & WIC Services
1000 SW Jackson Ste 220
Topeka KS 66612-1274



Phone: 785-296-1320
Fax: 785-296-1326
www.kansaswic.org

Robert Moser, MD, Secretary

Department of Health & Environment

Sam Brownback, Governor

April 25, 2014

To Kelly Chilson, Director

KDHE Division of Management and Budget, Purchasing Section

RE: Bid Event #EVT0002842

The three members of the Multi-State Consortium (MSC), Inter Tribal Council of Arizona, Kansas and New Hampshire, reviewed the Technical proposal submitted by CQuest as a result of Bid Event #EVT0002842 and found that it met all stated specifications and was complete as submitted.

On April 9, 2014 a conference call was held wherein CQuest heard questions posed by members of the MSC. Additional to the questions posed on April 9, 2014 CQuest and the MSC posed follow-up questions. The members of the MSC accept all responses and documents submitted by CQuest. In the opinion of the MSC, CQuest meets the requirements of the RFP.

The members of the MSC reviewed the cost proposal submitted by CQuest and asked follow-up questions regarding the methods used to arrive at the proposed cost and for a best and final offer. The MSC accepts the responses to the questions posed and the proposed cost as submitted by CQuest.

This is the formal notification that all members of the Multi-State Consortium (Kansas, New Hampshire and Inter Tribal Council of Arizona) have accepted CQuest's responses to Bid Event #EVT0002842 and all questions that arose during the conference call on April 9 and subsequent follow-up questions asked of CQuest. The MSC members also accept the cost proposal and recommend that, in the best interest of the States of Kansas, New Hampshire and the Inter Tribal Council of Arizona, that CQuest be awarded the contract.

Thank you for all of your help and support during this procurement process.

A handwritten signature in cursive script that reads "David A. Thomason".

David Thomason

Director, KDHE Nutrition and WIC Services

Kansas Secretary of Administration's designated member of the Procurement Negotiating Committee and on behalf of New Hampshire and the Inter Tribal Council of Arizona.

Handwritten initials "MD" and the date "08/03/2014" in cursive script.



RE: EVT0002842 WIC Operations

David Thomason to: 'MMurphy@dhhs.state.nh.us',
Kelly_Chilson \
<kchilson@kdheks.gov/O=, Sandi
Frey,^@kdhepp2.internal.loc>

04/25/2014 11:24 AM

Mindy Jossefides, "Theresa.Curtis@doit.nh.gov",
Cc: "leslie.mason@doit.nh.gov", "Michael.ONeil@doit.nh.gov",
"BDupee@dhhs.state.nh.us", "JBardsley@dhhs.state.nh.us",
"MWells@dhhs.state.nh.us"

History: This message has been replied to.

Thank you all. I appreciate everyone's effort during this procurement. We will submit the formal response of acceptance and recommend awarding the contract to CQuest.

Dave Thomason
David Thomason
KDHE, Bureau of Family Health,
Nutrition and WIC Services
1000 SW Jackson St. Suite 220
Topeka, KS 66612-1274
785-296-1324 (office)
785-296-1326 (fax)
dthomason@kdheks.gov

-----Original Message-----

From: MMurphy@dhhs.state.nh.us [mailto:MMurphy@dhhs.state.nh.us]
Sent: Friday, April 25, 2014 10:21 AM
To: Kelly_Chilson " <kchilson@kdheks.gov<mailto:kchilson@kdheks.gov/O=, Sandi Frey,/^@kdhepp2.internal.loc
Cc: David Thomason; Mindy Jossefides; Theresa.Curtis@doit.nh.gov; leslie.mason@doit.nh.gov; Michael.ONeil@doit.nh.gov; BDupee@dhhs.state.nh.us; JBardsley@dhhs.state.nh.us; MWells@dhhs.state.nh.us
Subject: Fw: EVT0002842 WIC Operations

Sandi & Kelly,
I am pleased to tell you that NH accepts CQuest response and finds that they have met the requirements of the RFP.

Margaret S. Murphy, Administrator
Healthy Eating & Physical Activity Section
29 Hazen Drive
Concord, NH 03301
603.271.4545

NH WIC inspires, promotes and supports healthy behaviors.

----- Forwarded by Margaret Murphy/CommPublicHealth/Hazen/DHHS on
04/25/2014 08:55 AM -----

From: "Pare-Curtis, Theresa" <Theresa.Curtis@doit.nh.gov>
To: "MMurphy@dhhs.state.nh.us" <MMurphy@dhhs.state.nh.us>, "Mason, Leslie" <Leslie.Mason@doit.nh.gov>, "O'Neil, Michael" <Michael.ONeil@doit.nh.gov>, Brook Dupee <BDupee@dhhs.state.nh.us>, Jerry Bardsley <JBardsley@dhhs.state.nh.us>


08/05/2014
ATTACHMENT C



RE: EVT0002842 WIC Operations

MMurphy@dhhs.state.nh.us, Mason,
Pare-Curtis, Theresa to: Leslie, O'Neil, Michael, Brook Dupee,
Jerry Bardsley

04/24/2014 06:25 PM

History: This message has been replied to and forwarded.

Thank you. I suspected they may do this during code review but it is good to have them verify that fact. I have no issues with this response

From: MMurphy@dhhs.state.nh.us [MMurphy@dhhs.state.nh.us]
Sent: Thursday, April 24, 2014 5:59 PM
To: Mason, Leslie; Pare-Curtis, Theresa; O'Neil, Michael; Brook Dupee; Jerry Bardsley
Subject: Fwd: EVT0002842 WIC Operations

Attached is CQuest response to your question.
Sent from my iPad

Begin forwarded message:

From: "Sandi Fry" <SFry@kdheks.gov<mailto:SFry@kdheks.gov>>
Date: April 24, 2014 at 5:37:38 PM EDT
To: "Margaret Murphy" <MMurphy@dhhs.state.nh.us<mailto:MMurphy@dhhs.state.nh.us>>, "Mindy Jossefides " <Mindy.Jossefides@itcaonline.com<mailto:Mindy.Jossefides@itcaonline.com>>
Cc: "David Thomason" <dthomason@kdheks.gov<mailto:dthomason@kdheks.gov>>, "Kelly Williams " <KLWilliams@kdheks.gov<mailto:KLWilliams@kdheks.gov>>
Subject: Fwd: EVT0002842 WIC Operations

Sandi Fry
IT Project Manager
Kansas WIC Program
Office 785-296-1327
Cell 785-213-6442

Begin forwarded message:

From: "Kelly Chilson" <kchilson@kdheks.gov<mailto:kchilson@kdheks.gov>>
To: "David Thomason" <dthomason@kdheks.gov<mailto:dthomason@kdheks.gov>>, "Sandi Fry" <SFry@kdheks.gov<mailto:SFry@kdheks.gov>>
Subject: FW: EVT0002842 WIC Operations

From: Sherley, Tami [PU] [mailto:Tami.Sherley@da.ks.gov]
Sent: Thursday, April 24, 2014 12:07 PM
To: Kelly Chilson
Subject: FW: EVT0002842 WIC Operations

FYI

Tami Sherley, CPPB
Procurement Officer/Procurement and Contracts
Kansas Department of Administration
800 SW Jackson, Ste. 600/Topeka, KS 66612


09/05/2014
ATTACHMENT C

2014-011 ATTACHMENT C
BEST AND FINAL OFFER (BAFO)

(785) 296-3122 / Fax (785) 296-7240
tami.sherley@da.ks.gov<mailto:tami.sherley@da.ks.gov><
mailto:tami.sherley@da.ks.gov> /
http://admin.ks.gov/offices/procurement-and-contracts/
Follow Us: facebook.com/KSDofA<http://facebook.com/KSDofA> /
twitter.com/KSDoA<http://twitter.com/KSDoA>

[cid:image003.jpg@01CF5FA4.E9DF8950]

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From: Diane Decker [mailto:ddecker@cquest.us]
Sent: Thursday, April 24, 2014 12:07 PM
To: Sherley, Tami [PU]
Subject: RE: EVT0002842 WIC Operations

Tami,

Please find CQuest's response to the question below attached as a .PDF document.

Thank you,

Diane

Diane E. P. Decker
Vice President of Business Development
[cid:image002.png@01CF5FA4.E9DF8950]
711 Capitol Way S, Suite 301
Olympia, WA 98501
Phone: (360) 528-8264
Fax: (360) 528-8265
Cell Phone: (360) 701-9624

From: Sherley, Tami [PU] [mailto:Tami.Sherley@da.ks.gov]
Sent: Wednesday, April 23, 2014 8:34 AM
To: Diane Decker
Subject: EVT0002842 WIC Operations

Diane:

We have a follow-up question that we would like a written response to by noon, Thursday, April 24th.

1. After reviewing the outline in Attachment A the State does not see any specific steps taken to ensure the code is written in a secure manner and complies, at a minimum, with the OWASP Top 10. Can CQuest address where in the deployment steps this type of review is done?

Thank you,

Tami

Tami Sherley, CPPB

ATTACHMENT 0

KD
05/05/2014

2014-011 ATTACHMENT C
BEST AND FINAL OFFER (BAFO)

Procurement Officer/Procurement and Contracts
Kansas Department of Administration
800 SW Jackson, Ste. 600/Topeka, KS 66612
(785) 296-3122 / Fax (785) 296-7240
tami.sherley@da.ks.gov<mailto:tami.sherley@da.ks.gov><
mailto:tami.sherley@da.ks.gov> /
<http://admin.ks.gov/offices/procurement-and-contracts/>
Follow Us: facebook.com/KSDofA<<http://facebook.com/KSDofA>> /
twitter.com/KSDoA<<http://twitter.com/KSDoA>>

[cid:image003.jpg@01CF5FA4.E9DF8950]

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ATTACHMENT C

AD
08/05/2014



**CQuest/MSR RFP Negotiations
Code Verification per OWASP**

Submitted: April 24, 2014

Principle Question

After reviewing the outline in Attachment A the State does not see any specific steps taken to ensure the code is written in a secure manner and complies, at a minimum, with the OWASP Top 10. Can CQuest address where in the deployment steps this type of review is done?

Response

CQuest applications are designed and built around the Microsoft Technology stack, utilizing standard practices and trusted technologies (e.g., WCF, WPF, SOAP, XML, etc.) to implement the current system.

The security architecture underpinning the CQuest applications is built into the CQuest application framework on top of the Microsoft .NET Framework. Any enhancements, upgrades, or new development that are implemented beneath this framework inherit the security benefits of the framework. The application code related to any enhancements, upgrades, or new development is reviewed during the Peer Review of Design Specifications for its use and conformity with the CQuest application framework. All application development is audited through automated Code Analysis and reviewed by peers to confirm that it is using the best practices and not introducing known vulnerabilities.

The following is the Top 10 list for the OWASP standards. CQuest has provided an answer to each category of the Top 10 list as follows:

2013 OWASP Top 10 List

A1-Injection

Injection flaws, such as SQL, OS, and LDAP injection occur when untrusted data is sent to an interpreter as part of a command or query. unintended commands or accessing data without proper authorization.

**CQuest
Response:**

along with the command query design patterns ensure that SQL injection attacks are not an issue with our applications. Furthermore, all commands received by the Web Services are validated for data integrity, business rule compliance, data type mismatch, and authorization before execution of the requested command. Finally, code Peer Review of the Design Specification and implementations ensure the use of the Entity design of all solutions.

**A2-Broken
Authentication
and Session
Management**

Application functions related to authentication and session management are often not implemented correctly, allowing attackers to compromise passwords, keys, or session tokens, or to exploit other implementation

Handwritten signature of a person, possibly a representative of CQuest, with the date "08/05/2014" written below it.

2013 OWASP Top 10 List

CQuest Response: The MSC establishes the priority of modifications made to the MSC WIC System. If the MSC is willing to adjust the priorities already established for Release 43, we can implement stronger password policy enhancements and encryption of passwords being stored in the database.

management techniques.

A3-Cross-Site Scripting (XSS) XSS flaws occur whenever an application takes untrusted data and sends it to a web browser without proper validation or escaping. XSS allows sessions, deface web sites, or redirect the user to malicious sites.

CQuest Response: Not applicable. The CQuest application is not a browser application:

A4-Insecure Direct Object References A direct object reference occurs when a developer exposes a reference to an internal implementation object, such as a file, directory, or database key. Without an access control check or other protection, attackers can manipulate these references to access unauthorized data.

CQuest Response: Not applicable. The CQuest application is not a browser application, and does not allow for remote access to server resources through resource -tier architecture design ensures a separation of concerns. Each layer of the application framework exposes only objects and members needed for functionality of the preceding layer.

A5-Security Misconfiguration Good security requires having a secure configuration defined and deployed for the *application, frameworks, application server, web server, database server, and platform*. Secure settings should be defined, implemented, and maintained, as defaults are often insecure. Additionally, software should be kept up to date.

CQuest Response: Note that this standard refers to several different areas of consideration, ranging from application through platform. CQuest implements and supports secured servers and application framework using Active Directory security. It maintains database security through specified logins and secured passwords.

While additional layers of security related to application services is an area of consideration for enhanced security, the MSC establishes the priority of modifications made to the MSC WIC System. If the MSC is willing to undertake those stricter measures of security in these areas, we can plan and prioritize this review work and application enhancements after Release 43.

AD
08/05/2014

2013 OWASP Top 10 List

A6-Sensitive Data Exposure

Many web applications do not properly protect sensitive data, such as credit cards, tax IDs, and authentication credentials. Attackers may steal or modify such weakly protected data to conduct credit card fraud, identity theft, or other crimes. Sensitive data deserves extra protection such as encryption at rest or in transit, as well as special precautions when exchanged with the browser.

CQuest Response:

Not applicable. The CQuest application is not a browser application. However, CQuest ensures and insists on the use of SSL/TLS encryption for all data transactions between the client applications and web services; additionally, data is not stored on the client system.

A7-Missing Function Level Access Control

Most web applications verify function level access rights before making that functionality visible in the UI. However, applications need to perform the same access control checks on the server when each function is accessed. If requests are not verified, attackers will be able to forge requests in order to access functionality without proper authorization.

CQuest Response:

Not applicable. The CQuest application is not a browser application. Furthermore, all service commands validate all command parameters for user authorization, authentication, and data validity before processing to database handling. Any additional enhancements regarding security to CQuest application services can be planned and prioritized by the MSC after Release 43.

A8-Cross-Site Request Forgery (CSRF)

A CSRF attack forces a logged-in user to include authentication information, to a vulnerable web application. This vulnerable application thinks are legitimate requests from the victim.

CQuest Response:

Not applicable. The CQuest application is not a browser application. However, later enhancements regarding security to CQuest application services can be planned and prioritized by the MSC after Release 43.

A9-Using Components with Known Vulnerabilities

Components, such as libraries, frameworks, and other software modules, almost always run with full privileges. If a vulnerable component is exploited, such an attack can facilitate serious data loss or server takeover. Applications using components with known vulnerabilities may undermine application defenses and enable a range of possible attacks and impacts.

CQuest Response:

with limited reliance on other 3rd party or open source binaries to ensure that unknown vulnerabilities from attacks are not inherited from untrusted vendors. All software components, services, and applications developed, designed, or used are run using the least privilege access

2013 OWASP Top 10 List

level; consequently, no software used or developed by CQuest requires administrative or system access rights to run.

**A10-Unvalidated
Redirects and
Forwards**

Web applications frequently redirect and forward users to other pages and websites, and use untrusted data to determine the destination pages. Without proper validation, attackers can redirect victims to phishing or malware sites, or use forwards to access unauthorized pages.

**CQuest
Response:**

Not applicable. The CQuest application is not a browser application. Therefore, it is not vulnerable to unvalidated redirects and forwards.

CQuest Build Process

CQuest uses industry standard technologies designed to limit exposure to possible vulnerabilities and development issues throughout the build process. Such as the use of Entity Framework and parameterized database procedures to prevent direct SQL access to application, and integration databases that can be compromised.

Except for the current use of Sybase database and Active Reports reporting, the MSC WIC System is based solely on the Microsoft technology stack, consequently, software development is done using manual and automated quality assurance. Moreover, all development follows

us/library/ms182020(v=vs.110).aspx) which parallels the Microsoft development tools and integrates with automated quality assurance.

Through the use of the Microsoft development tools and code repositories, enforcement of automated standard and custom Code Analysis Warnings in each check in of development ensure known issues are not introduced.

The following are the currently used Minimum Code Analysis Warnings which focus on the most critical problems in code, including potential security holes, application crashes, and other important logic and design error including:

Design Warnings Warnings that support correct library design as specified by the .NET Framework Design Guidelines.

Globalization Warnings Warnings that support world-ready libraries and applications.

Interoperability Warnings Warnings that support interaction with COM clients.

Maintainability Warnings Warnings that support library and application maintenance.

Mobility Warnings Warnings that support efficient power usage.

Naming Warnings Warnings that support adherence to the naming conventions of the .NET Framework Design Guidelines.

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<u>Performance Warnings</u>	Warnings that support high-performance libraries and applications.
<u>Portability Warnings</u>	Warnings that support portability across different platforms.
<u>Reliability Warnings</u>	Warnings that support library and application reliability, such as correct memory and thread usage.
<u>Security Warnings</u>	Warnings that support safer libraries and applications.
<u>Usage Warnings</u>	Warnings that support appropriate usage of the .NET Framework.
<u>Code Analysis Policy Errors</u>	Errors that occur if the code analysis policy is not satisfied at check-in.

Reference: "Code Analysis for Managed Code Warnings", [http://msdn.microsoft.com/en-us/library/ee1hzekz\(v=vs.110\).aspx](http://msdn.microsoft.com/en-us/library/ee1hzekz(v=vs.110).aspx)

enforced as exceptions in the build and prohibited from introduction into the code repositories:

<u>Rule</u>	<u>Description</u>
<u>CA2100: Review SQL queries for security vulnerabilities</u>	A method sets the System.Data.IDbCommand.CommandText property by using a string that is built from a string argument to the method. This rule assumes that the string argument contains user input. A SQL command string built from user input is vulnerable to SQL Injection attacks.
<u>CA2102: Catch non-CLSCompliant exceptions in general handlers</u>	A member in an assembly that is not marked with the RuntimeCompatibilityAttribute or is marked RuntimeCompatibility(WrapNonExceptionThrows = false) contains a catch block that handles System.Exception and does not contain an immediately following general catch block.
<u>CA2103: Review imperative security</u>	A method uses imperative security and might be constructing the permission by using state information or return values that can change while the demand is active. Use declarative security whenever possible.
<u>CA2104: Do not declare read only mutable reference types</u>	An externally visible type contains an externally visible read-only field that is a mutable reference

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<u>Rule</u>	<u>Description</u>
	type. A mutable type is a type whose instance data can be modified.
<u>CA2105: Array fields should not be read only</u>	When you apply the read-only (ReadOnly in Visual Basic) modifier to a field that contains an array, the field cannot be changed to reference a different array. However, the elements of the array stored in a read-only field can be changed.
<u>CA2106: Secure asserts</u>	A method asserts a permission and no security checks are performed on the caller. Asserting a security permission without performing any security checks can leave an exploitable security weakness in your code.
<u>CA2107: Review deny and permit only usage</u>	Using the PermitOnly method and CodeAccessPermission.Deny security actions should be used only by those with an advanced knowledge of .NET Framework security. Code that uses these security actions should undergo a security review.
<u>CA2108: Review declarative security on value types</u>	A public or protected value type is secured by Data Access or Link Demands.
<u>CA2109: Review visible event handlers</u>	A public or protected event-handling method was detected. Event-handling methods should not be exposed unless absolutely necessary.
<u>CA2111: Pointers should not be visible</u>	A pointer is not private, internal, or read-only. Malicious code can change the value of the pointer, potentially allowing access to arbitrary locations in memory or causing application or system failures.
<u>CA2112: Secured types should not expose fields</u>	A public or protected type contains public fields and is secured by Link Demands. If code has access to an instance of a type that is secured by a link demand, the code does not have to satisfy the link demand to access the type's fields.
<u>CA2114: Method security should be a superset of type</u>	A method should not have both method-level and type-level declarative security for the same action.
<u>CA2115: Call GC.KeepAlive when using native resources</u>	This rule detects errors that might occur because an unmanaged resource is being finalized while it is still being used in unmanaged code.

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<u>Rule</u>	<u>Description</u>
<u>CA2116: APTCA methods should only call APTCA methods</u>	When the APTCA (AllowPartiallyTrustedCallers) attribute is present on a fully trusted assembly, and the assembly executes code in another assembly that does not allow partially trusted callers, a security exploit is possible.
<u>CA2117: APTCA types should only extend APTCA base types</u>	When the APTCA (AllowPartiallyTrustedCallers) attribute is present on a fully trusted assembly, and a type in the assembly inherits from a type that does not allow partially trusted callers, a security exploit is possible.
<u>CA2118: Review SuppressUnmanagedCodeSecurityAttribute usage</u>	SuppressUnmanagedCodeSecurityAttribute changes the default security system behavior for members that execute unmanaged code that uses COM interop or platform invocation. This attribute is primarily used to increase performance; however, the performance gains come with significant security risks.
<u>CA2119: Seal methods that satisfy private interfaces</u>	An inheritable public type provides an overridable method implementation of an internal (Friend in Visual Basic) interface. To fix a violation of this rule, prevent the method from being overridden outside the assembly.
<u>CA2120: Secure serialization constructors</u>	This type has a constructor that takes a System.Runtime.Serialization.SerializationInfo object and a System.Runtime.Serialization.StreamingContext object (the signature of the serialization constructor). This constructor is not secured by a security check, but one or more of the regular constructors in the type are secured.
<u>CA2121: Static constructors should be private</u>	The system calls the static constructor before the first instance of the type is created or any static members are referenced. If a static constructor is not private, it can be called by code other than the system. Depending on the operations that are performed in the constructor, this can cause unexpected behavior.
<u>CA2122: Do not indirectly expose methods with link demands</u>	A public or protected member has Link Demands and is called by a member that does not perform any security checks. A link demand checks the permissions of the immediate caller only.

<u>Rule</u>	<u>Description</u>
<u>CA2123: Override link demands should be identical to base</u>	This rule matches a method to its base method, which is either an interface or a virtual method in another type, and then compares the link demands on each. If this rule is violated, a malicious caller can bypass the link demand just by calling the unsecured method.
<u>CA2124: Wrap vulnerable finally clauses in outer try</u>	A public or protected method contains a try/finally block. The finally block appears to reset the security state and is not itself enclosed in a finally block.
<u>CA2126: Type link demands require inheritance demands</u>	A public unsealed type is protected with a link demand and has an overridable method. Neither the type nor the method is protected with an inheritance demand.
<u>CA2136: Members should not have conflicting transparency annotations</u>	Critical code cannot occur in a 100%-transparent assembly. This rule analyzes 100%-transparent assemblies for any SecurityCritical annotations at the type, field, and method levels.
<u>CA2147: Transparent methods may not use security asserts</u>	This rule analyzes all methods and types in an assembly that is either 100% transparent or mixed transparent/critical, and flags any declarative or imperative use of Assert.
<u>CA2140: Transparent code must not reference security critical items</u>	Methods that are marked with SecurityTransparentAttribute call non-public members that are marked as SecurityCritical. This rule analyzes all methods and types in an assembly that is mixed transparent/critical, and flags any calls from transparent code to non-public critical code that are not marked SecurityTreatAsSafe.
<u>CA2130: Security critical constants should be transparent</u>	Transparency enforcement is not enforced for constant values because compilers inline constant values so that no lookup is required at run time. Constant fields should be security transparent so that code reviewers do not assume that transparent code cannot access the constant.
<u>CA2131: Security critical types may not participate in type equivalence</u>	A type participates in type equivalence and a either the type itself, or a member or field of the type, is marked with the SecurityCriticalAttribute attribute. This rule fires on any critical types or types that contain critical methods or fields that are participating in type equivalence. When the CLR detects such a type, it fails to load it with a

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<u>Rule</u>	<u>Description</u>
	TypeLoadException at run time. Typically, this rule fires only when users implement type equivalence manually rather than by relying on tlbimp and the compilers to do the type equivalence.
<u>CA2132: Default constructors must be at least as critical as base type default constructors</u>	Types and members that have the SecurityCriticalAttribute cannot be used by Silverlight application code. Security-critical types and members can be used only by trusted code in the .NET Framework for Silverlight class library. Because a public or protected construction in a derived class must have the same or greater transparency than its base class, a class in an application cannot be derived from a class marked SecurityCritical.
<u>CA2133: Delegates must bind to methods with consistent transparency</u>	This warning fires on a method that binds a delegate that is marked with the SecurityCriticalAttribute to a method that is transparent or that is marked with the SecuritySafeCriticalAttribute. The warning also fires a method that binds a delegate that is transparent or safe-critical to a critical method.
<u>CA2134: Methods must keep consistent transparency when overriding base methods</u>	This rule fires when a method marked with the SecurityCriticalAttribute overrides a method that is transparent or marked with the SecuritySafeCriticalAttribute. The rule also fires when a method that is transparent or marked with the SecuritySafeCriticalAttribute overrides a method that is marked with a SecurityCriticalAttribute. The rule is applied when overriding a virtual method or implementing an interface.
<u>CA2135: Level 2 assemblies should not contain LinkDemands</u>	LinkDemands are deprecated in the level 2 security rule set. Instead of using LinkDemands to enforce security at just-in-time (JIT) compilation time, mark the methods, types, and fields with the SecurityCriticalAttribute attribute.
<u>CA2136: Members should not have conflicting transparency annotations</u>	Transparency attributes are applied from code elements of larger scope to elements of smaller scope. The transparency attributes of code elements with larger scope take precedence over transparency attributes of code elements that are contained in the first element. For example, a class that is marked with the SecurityCriticalAttribute attribute cannot contain a method that is marked

<u>Rule</u>	<u>Description</u>
	with the SecuritySafeCriticalAttribute attribute.
<u>CA2137: Transparent methods must contain only verifiable IL</u>	A method contains unverifiable code or returns a type by reference. This rule fires on attempts by security transparent code to execute unverifiable MSIL (Microsoft Intermediate Language). However, the rule does not contain a full IL verifier, and instead uses heuristics to catch most violations of MSIL verification.
<u>CA2138: Transparent methods must not call methods with the SuppressUnmanagedCodeSecurity attribute</u>	A security transparent method calls a method that is marked with the SuppressUnmanagedCodeSecurityAttribute attribute.
<u>CA2139: Transparent methods may not use the HandleProcessCorruptingExceptions attribute</u>	This rule fires any method which is transparent and attempts to handle a process corrupting exception by using the HandleProcessCorruptedStateExceptionsAttribute attribute. A process corrupting exception is a CLR version 4.0 exception classification of exceptions such AccessViolationException. The HandleProcessCorruptedStateExceptionsAttribute attribute may only be used by security critical methods, and will be ignored if it is applied to a transparent method.
<u>CA2140: Transparent code must not reference security critical items</u>	A code element that is marked with the SecurityCriticalAttribute attribute is security critical. A transparent method cannot use a security critical element. If a transparent type attempts to use a security critical type a TypeAccessException, MethodAccessException, or FieldAccessException is raised.
<u>CA2141: Transparent methods must not satisfy LinkDemands</u>	A security transparent method calls a method in an assembly that is not marked with the AllowPartiallyTrustedCallersAttribute (APTCA) attribute, or a security transparent method satisfies a LinkDemand for a type or a method.
<u>CA2142: Transparent code should not be protected with LinkDemands</u>	This rule fires on transparent methods which require LinkDemands to access them. Security transparent code should not be responsible for verifying the security of an operation, and therefore should not demand permissions.

<u>Rule</u>	<u>Description</u>
<u>CA2143: Transparent methods should not use security demands</u>	Security transparent code should not be responsible for verifying the security of an operation, and therefore should not demand permissions. Security transparent code should use full demands to make security decisions and safe-critical code should not rely on transparent code to have made the full demand.
<u>CA2144: Transparent code should not load assemblies from byte arrays</u>	The security review for transparent code is not as thorough as the security review for critical code, because transparent code cannot perform security sensitive actions. Assemblies loaded from a byte array might not be noticed in transparent code, and that byte array might contain critical, or more importantly safe-critical code, that does need to be audited.
<u>CA2145: Transparent methods should not be decorated with the SuppressUnmanagedCodeSecurityAttribute</u>	Methods decorated with the SuppressUnmanagedCodeSecurityAttribute attribute have an implicit LinkDemand placed upon any method that calls it. This LinkDemand requires that the calling code be security critical. Marking the method that uses SuppressUnmanagedCodeSecurity with the SecurityCriticalAttribute attribute makes this requirement more obvious for callers of the method.
<u>CA2146: Types must be at least as critical as their base types and interfaces</u>	This rule fires when a derived type has a security transparency attribute that is not as critical as its base type or implemented interface. Only critical types can derive from critical base types or implement critical interfaces, and only critical or safe-critical types can derive from safe-critical base types or implement safe-critical interfaces.
<u>CA2147: Transparent methods may not use security asserts</u>	Code that is marked as SecurityTransparentAttribute is not granted sufficient permissions to assert.
<u>CA2149: Transparent methods must not call into native code</u>	This rule fires on any transparent method which calls directly into native code, for example, through a P/Invoke. Violations of this rule lead to a MethodAccessException in the level 2 transparency model, and a full demand for UnmanagedCode in the level 1 transparency model.



CQuest's Response to Questions/Clarifications from KDHE
Bid Event Number: 17300 – EVT0002842

- 1) KDHE – On the Proposed Work Plan (pgs 137-140) the Month End Summarizations due dates vary. We would like the month end summarizations completed by the eighth calendar day of the following month. For example, the monthly July summarization would be completed and available to all MSC staff by August 8. Can this requirement be met?

KDHE follow-up question: Can CQuest complete month end summarizations by the tenth calendar day of the following month?

CQuest's Response: The due dates vary on the proposed work plan as we planned for the month end summarizations to be completed by the eighth **business** day (which varies month to month) as is the current procedure. Historically, on average we have completed month summarization by eighth calendar day but there have been a few instances where the banking reconciliation process impacted the completion date. Given the request to provide month end summarization to address the business need for an exact day of the month that staff can expect summarized reports CQuest will complete month end summarization by the 10th calendar day of the following month.

- 2) KDHE – There are two full-time DBA's assigned per this response. Please provide specific and compelling rationale for 2 full-time DBA positions.

CQuest's Response: CQuest used actual hours for DBA's supporting the MSC WIC system (all 3 states combined) during calendar year 2013 to arrive at our proposed two full-time DBA's.

Actual DBA hours for FY13 was $3676/1864 = 1.97$ FTEs.

Actual DBA hours for FY14 YTD is 2726; Projected DBA hours for FY14 is $3635/1864 = 1.95$ FTEs.

There are Task Orders in process that once completed may reduce the number of DBA hours required to support the MSC WIC System. CQuest only invoices the three States for hours used (actual hours). CQuest will reflect the reduced DBA hours on our monthly invoice should their hours decrease as a result of the implemented Task Orders.

- 3) New Hampshire – 5.2.1.3(e) – Please validate that CQuest understands this requirement. The State of NH expects that an independent third party vendor must perform an analysis when new code is introduced to ensure that it conforms to our security standards. This includes maintenance releases. Intrusion detection is not a function included in UAT.

Follow-up question: Please provide a description of CQuest's code verification process, showing the separation of duties and provide the resume and qualifications of their security expert.

https://www.owasp.org/index.php/Top_10_2013-Top_10

5.2.1.3 (e)	Hosting Security	New Hampshire	In the development or maintenance of any code, the Contractor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by New Hampshire. All software and hardware shall be free of malicious code.	Yes	Standard	Software is independently verified via the established UAT process
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CQuest's Response: A description of CQuest's code verification process describing the separation of duties is provided as Attachment A.

Please find resumes attached for the following staff responsible for ensuring CQuest's security standards are implemented, maintained, and followed:

- Russell Huebner
- William Roth

4) New Hampshire – 5.2.6.3(d) – When can the requirement for 10 character passwords be implemented?

5.2.6.3 (d)	Software Security	MSC	Enforce complex passwords for Administrator Accounts of ten characters or more.	No	Future	The MSC WIC System passwords are currently eight (8) characters; system can be modified to ten (10) characters
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CQuest's Response: The MSC establishes the priority of modifications made to the MSC WIC System. If the MSC is willing to adjust the priorities already established for Release 43 CQuest can modify all passwords from eight (8) characters to ten (10) characters, with strong password encryption, in the Client Services Release 43 scheduled for the September 2014 timeframe.

This explanation is acceptable to Kansas and New Hampshire.

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- 5) New Hampshire – 5.2.6.3(f) – Under this contract the passwords must be encrypted in transmission and at rest. CQuest responded that this is planned for the future. Please provide more information on your plans to implement this practice.

5.2.6.3 (f)	Software Security	MSC	Encrypt passwords in transmission and at rest within the database.	No	Future	The MSC WIC System password is not encrypted in the database but is encrypted when transmitting it via https
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CQuest's Response: Currently, the following two applications satisfy the requirement for being encrypted at rest within the database:

- Vendor Portal – browser based- Password field length = 128, already encrypted in the database
- Client Portal – browser based - Password field length = 128, already encrypted in the database

The MSC establishes the priority of modifications made to the MSC WIC System. If the MSC is willing to adjust the priorities already established for Release 43 CQuest can include the requirement for encrypted passwords at rest as part of Release 43 scheduled for the September 2014 timeframe.

This explanation is acceptable to Kansas and New Hampshire.

6) New Hampshire – 5.3.1(i) – The State of NH would like to participate on a call with CQuest to understand their environment relative to this issue.

5.3.1 (i)	Disaster Recovery	New Hampshire	If State data is personally identifiable, data must be encrypted in the operation environment and on backup tapes.	No	Standard	The database files are not encrypted using an industry-standard encryption technique; however, the database files and log files are binary files and are obfuscated (not human readable). While some random words in the database file may be decipherable using a disk utility, the lack of context and connection with other information makes that database content indecipherable. The only means to get to a readable format of client data is through the Sybase tools and API. These enforce security and require credential validation. Our remote databases synchronize with our consolidated databases through the Sybase SQLRemote replication technology and the replication messages are fully encrypted.
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CQuest's Response: The database files and log files are binary files and are obfuscated (not human readable) without the use of Sybase tools and API. While some random words in the database file may be decipherable using a disk utility, the lack of context and connection with other information makes that database content indecipherable.

This explanation is acceptable to Kansas and New Hampshire.

- 7) This statement: "The StarLINC software and any enhancements, maintenance releases, bug fixes, or other custom development shall remain in the public domain." appears in the NH Terms and conditions list. In reviewing the RFP, the USDA has stated "...that the software is not in the public domain. Basically, "public domain" means, Joe in Texas could go to the internet and get it and use it for free." Therefore the MSC proposes that the RFP be changed to read: "The StarLINC software and any enhancements, maintenance releases, bug fixes, or other custom development shall remain the property of the state." In addition anywhere else in the RFP that the phrase "public domain" appears relating to state ownership rights will be similarly changed to reflect that the states own the software. Please acknowledge in your response that you concur with this change.

CQuest's Response: CQuest acknowledges and accepts the need to change all references to "public domain" to "property of the state" in the RFP and our response.

- 8) Please explain the method(s) used to establish and use 1,864 hours per year in the cost proposal sheet.

CQuest's Response: The calculation CQuest used to determine number of hours for an FTE is as follows:

Hours	Description	Calculation
2,080	Number of weekday hours in a year	52 weeks X 40 hours
-80	Vacation	10 days
-80	Holidays	10 days (Based on Kansas, New Hampshire, and ITCA's holiday schedule)
-24	Personal Days	3 days
-32	Sick Days	4 days (varies depending on staff)
1,864	Total Net Hours	

- 9) Does the Estimated Annual Cost of \$2,693,014 on page A.1 represent 12 calendar months of cost?

CQuest's Response: Yes, the annual cost of \$2,693,014 is for one calendar year.

- 10) Please correct the heading on Cost Proposal Sheet, page A.1 to read: July 1, 2014- June 30, 2019.

CQuest's Response: The heading on the attached BAFO Cost Proposal Sheet, page A.1 has been corrected to read: July 1, 2014 - June 30, 2019.

11) Please explain the method(s) used to determine the cost increase from the Base Period (years 1,2,3,4 and 5) to each Option Years 6, 7 and 8.

CQuest's Response: CQuest's cost proposal is based upon a combination of current FY14 contract costs and actual staffing usage for the current and two prior fiscal years by staff role. The chart on the next page shows the methodology used to determine the cost increase from the Base Period (years 1-5) to each Option Years (years 6-8). CQuest diligently prepared our Cost Proposal with the intent to be as fiscally conservative and responsible as possible while ensuring we maintain the high professional level of service expected by the MSC.

- CQuest added the total amount of MSC Contracts for FY14 (\$2,537,532.00) to determine a base starting point.
- CQuest added a 2% increase to the base starting point. The 2% increase was determined using an average of the past 4 years' Consumer Price Index (CPI).
- The 2% increase was applied to each year in the Base Period (years 1-5).
- For option years 6, 7, and 8 key personnel hourly rates were increased by 2%.

CQuest America, Inc. Multi-State Consortium Pricing Methodology for 2014 RFP			
	Current Monthly Billable Amount (if applicable)	Number of Months in a Year	Annual Amount
FY14 Kansas Contract			1,761,177.00
FY14 New Hampshire Contract	35,656.25	12	427,875.00
FY14 ITCA Contract	29,040.00	12	348,480.00
Total Annual Amount of MSC Contracts			2,537,532.00
	Prior Year Annual Amount	Percentage Increase	Annual Amount
July 1, 2014 - June 30, 2015	2,537,532.00	2%	2,588,282.64
July 1, 2015 - June 30, 2016	2,588,282.64	2%	2,640,048.29
July 1, 2016 - June 30, 2017	2,640,048.29	2%	2,692,849.26
July 1, 2017 - June 30, 2018	2,692,849.26	2%	2,746,706.24
July 1, 2018 - June 30, 2019	2,746,706.24	2%	2,801,640.37
Total Cost for MSC over 5 Year Base Period			13,469,526.80
Number of Years During Base Period			5
Average Annual Cost			2,693,905.36
Average Annual Cost Submitted in RFP Response			2,693,014.00
Difference (see Note 1 below)			891.36

Note 1: Cost amount submitted in bid was less as hourly rates were rounded to the nearest whole dollar.

Table Below: Consumer Price Index - All Urban Consumers (Not Seasonally Adjusted - 12-Month Percent Change)

Year	Annual CPI
2010	1.6
2011	3.2
2012	2.1
2013	1.5
Total	8.4
Number of Years Listed Above	4
Average CPI over prior 4 years	2.1 (see Note 3 below)

Note 3: CQuest used a conservative 2% CPI for calculating its increases.

- 12) The MSC requests that CQuest review their cost proposal and submit any improvements or reductions in costs that can be made in the revised offer.

The MSC expects a lower cost based on at least two contributing factors: (a) upgrading to the .NET platform has resulted in a system that is easier and less work intensive to operate and maintain, and (b) issuing a joint RFP and the resulting contracts should realize cost efficiencies by having the three systems and work processes being identical in most respects.

CQuest's Response: Based on our understanding of the RFP requirements, along with our knowledge and experience operating and maintaining the MSC WIC System, we believe our original cost proposal is sound. We took extreme care and diligence to prepare a cost proposal that was fair and applicable to the work performed.

We have not made any changes to the cost proposal other than correcting the dates as documented in Question #10 above.

We realize that there is an expectation that upgrading to the .NET platform would result in a system that is easier and less work intensive to operate and maintain. It is true that some work required to maintain the previous PowerBuilder version of the system has been eliminated or decreased; however in some instances it has been offset by other work required in the .NET environment that was not required in the PowerBuilder environment. Maintaining the .NET system isn't necessarily less work, it is different work.

Regarding factor (b) above, we realize that the MSC is expecting to realize cost efficiencies by having the three systems and work processes being identical in most respects going forward in a new contract. That may be the case as the three states gain experience in working together under a single contract. However, New Hampshire and ITCA are transitioning into the new contract which is more in line with the current Kansas contract. CQuest will provide a more complete level of support for New Hampshire and ITCA going forward than we have provided to them in their current contracts.

New Hampshire's current contract only provides for operations support. The current New Hampshire contract is not designed to include funds for modifications such as the password modifications described above in Question #4 and #5. In contrast, the current Kansas contract includes discretionary hours dedicated for ongoing maintenance and minor system improvements. General maintenance modifications such as the password modification can be made using these hours. Task Orders are only used when the scope of the requested modification is beyond what is available under the O&M contract.

Recently, ITCA's contract with CQuest was amended for CQuest to provide Level I and Level II Help Desk, network support, and database support. To absorb the additional workload CQuest hired additional staff and assigned additional tasks to existing staff. This amendment provides for a set number of hours each month for services. Several times since the execution of the amendment the actual hours have exceeded the maximum limit. During this early transition period, in an effort to keep costs down for ITCA, and for CQuest staff to work through the transition of the additional work load, we have chosen to absorb the extra hours rather than passing the cost on to ITCA.

Both ITCA and New Hampshire have clinics being served using distributed databases. There may be cost savings realized in the future when these clinics are converted to a multi-site (centrally served) database. Until that time, CQuest must continue to dedicate DBA hours to maintain and monitor system databases; monitor replication; and monitor mobile check-in/check-out for the distributed clinics. Future cost savings cannot be accurately determined until we have actual hours expended under the new paradigm.

As stated above in our response to Question #2 there are Task Orders in process that once completed may reduce the number of DBA hours required to support the MSC WIC System. CQuest only invoices the three States for hours used (actual hours). CQuest will reduce the DBA hours invoiced should their hours decrease as a result of the implemented Task Orders.

Attachment A

CQuest's Response to Questions/Clarifications from KDHE

Question #3: Code Verification, Deployment, and Separation of Responsibilities

Software Development Life Cycle/ Production Deployment

CQuest follows an Agile methodology in its software development life cycle, strictly delineated as planning, required analysis, designing, building, and testing. While the building process is characterized as being iterative in nature, the planning, required analysis, and designing is a controlled, detailed, documented, peer reviewed process of engagement by multiple levels of peer review and direction.

Planning

Software Release Identification and Priority

CQuest leaders and project managers consolidate, coordinate, and prioritize requested and needed software fixes, upgrades, and enhancements that are scheduled in conjunction with client priorities into software releases during each calendar year. Initial scope is defined by the project management team and placed in the SDLC development process for transition through the cycle into the finished software product.

Project meetings are held with functional and technical resources to relate the initial scope of the work and to familiarize assigned resources with timelines, codes freezes, testing dates in test, UAT, and QA regions. The work is then transferred to the functional designer for the creation of detailed specifications.

Required Analysis/Designing

Functional Designer – Technical Writer

The functional designer/technical writer is responsible for the development of comprehensive specifications gleaned from conversations with client project resources, analysis of the business problem with other functional experts, and developing architects who give technical structure and key support to the documentation of the solution.

Technical Developer

The technical developer is responsible for the development of comprehensive technical specifications, including Visio layouts and technical design specifications, delineating the architectural approach documented in conjunction with the functional designer and client project resources.

Peer Review of Design Specifications

A milestone of the detailed functional and technical design specification process is the Detailed Design Peer Review meeting. Both the primary functional designer and the primary technical designer present their solution design before a committee of their peers, which include CQuest senior project managers, functional testers, and other technical developers, to defend their design in a critiquing and questioning session. This allows the CQuest team to validate the approach, verify consistency with the detailed structure of the existing application, and to verify that the business flow of the application meets the standards that CQuest holds for its application architecture.

Attachment A

CQuest's Response to Questions/Clarifications from KDHE

Question #3: Code Verification, Deployment, and Separation of Responsibilities

Building

Building is characterized by an iterative process where the functional designer and technical developer construct the solution and validate expectations regarding solution ease-of-use, process flow, stability and aesthetic usability. This is a continuous process of peer validation during the solution build.

CQuest is protected from SQL injection attacks through its state-of-the-art use of Entity Framework within an MVVM architecture for its applications. There is not direct SQL access to the application databases that can be compromised.

Unit testing by the technical developer is composed of over 5200 automated test cases related to every area of the Client Services application. These automated test cases are a cumulative programmatic audit of system integrity and functionality.

When the solution has been unit tested, and the functional designer and technical developer have reached and agreed on the quality and functionality of the peer reviewed design, the solution is deployed to the functional testers for quality review, regression testing, integrated testing, and process validation and documentation of test cases.

Testing

The functional testers have developed a regression testing framework that is composed of cumulative test cases addressing all areas of the system to comprehensively validate integrity of all system functionality, not just the particular area of the system that might have been affected by the change. They further access every screen and function in the system manually to verify all functionality is operating according to specifications. And finally, specific and thorough testing is completed on the area of concentration related to the approved, peer reviewed development specification documentation.

At the completion of testing, all testing documentation and results are archived according to release or special deployment that required maintenance.

Production Deployment

A final deployment preparation meeting composed of all parties involved with design, development, testing, and deployment is scheduled. The final deployment preparation meeting is peer reviewed and monitored by CQuest senior security resources and senior operations directors for integrity of the audit trail, verification of security protocols associated with development, application packaging, and separation of responsibilities related to deployment. The results of testing are verified and reviewed for any outstanding issues recorded in the issue logs. Reports are made by functional testers as to the integrity of the application functionality. CQuest senior security resources and senior operations directors are responsible to maintain and confirm the security and integrity of the deployment process.

Strategy for production deployment is developed and agreed upon, and timelines of deployment activities are peer reviewed and approved by all parties. The deployment signoff document and the deployment schedule are prepared and signed by the project manager to authorize the hand-off of application packages and installers to

Attachment A

CQuest's Response to Questions/Clarifications from KDHE

Question #3: Code Verification, Deployment, and Separation of Responsibilities

the network operations deployment team for implementation according to the deployment schedule.

Database scripts and stored procedures are documented and transferred to DBA resources, along with the deployment schedule and instructions for the administration of the scripts and stored procedures.

Technical Description of Application Deployment Packages

CQuest ClickOnce automated package and deployment process:

When development resources are checked into Team Foundation Server (TFS) by the technical developer and merged into a deployment environment, the TFS Build Process will automatically create a deployment package through the CQuest Deployment Packaging tool. The CQuest Deployment Packaging tool takes all relevant binaries and executables for a ClickOnce release and digitally signs all application manifest files and executables using a certified code signing certificate secured from an authorized provider. All resource files in a ClickOnce deployment package are cataloged in the manifest along with their corresponding hash key. A manifest file cannot be modified without losing/corrupting its digital signature; at which point it must be resigned with a digital signature. Conversely, no resource file may be modified without resigning the manifest file; at which point the resources hash key is updated in the manifest. This ensures that a deployment package has not been externally tampered with or modified without prior knowledge or consent by CQuest who controls and maintains the digital certificate. A detailed log is always created for each automated package build.

CQuest Application Service Host Windows MSI Installer:

When development resources are checked into TFS by the technical developer and merged into a deployment environment, the TFS Build Process will automatically create an Application Service Host Windows MSI installer through the CQuest Deployment Packaging tool. The custom Windows MSI installer build process will take all relevant resource files and package them into a tightly controlled MSI installer package. Before packaging, all relevant executables are digitally signed using a certified code signing certificate secured from an authorized provider. After the Windows MSI installer has been Built, the installer itself is digitally signed using a certified code signing certificate obtained secured from an authorized provider. A detailed log is always created for each Application Service Host installer generated.

The development team technical lead is responsible for ensuring the final deployment has been securely packaged, verified, archived and transferred to a secured pre-deployment staging area to await handoff to the network operations deployment team.

The hand-off of the deployment package and installer to the network operations deployment team is accompanied by the Deployment Signoff document which has been created, reviewed, and signed during the final deployment preparation meeting.



VOLUME 2: COST PROPOSAL

Bid Event Number: 17300 - EVT0002842

Closing Date: February 4, 2014



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

BAFO

CQuest's Primary Contact:

Diane E. P. Decker
Vice President of Business Development

Desk Phone: (360) 528-8264
Cell Phone: (360) 701-9624
E-mail: ddecker@cquest.us





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Cost Proposal - Executive Summary

CQuest is pleased to submit the **Price Schedule** portion of our response to the Request for Proposal (RFP), Bid Event Number 17300-EVT0002842, from the Multi-State Consortium (MSC) regarding the operations and maintenance of the MSC WIC System. Based on our understanding of the RFP requirements, along with our knowledge and experience operating and maintaining the MSC WIC System, we believe our cost proposal is sound.

CQuest is committed to providing dedicated, qualified, sufficient, and experienced staff for the duration of this contract. CQuest's approach to staffing is to provide coverage using an FTE approach. Each area of responsibility has key personnel identified who are qualified, experienced with the MSC WIC System, and available to provide the level of expertise needed to ensure coverage for the work identified within the RFP. The individuals chosen for this contract have many years of WIC experience, including the development, implementation, operations, and maintenance of the MSC WIC System. Each key role is complemented by additional CQuest staff whose skill and expertise are equal to or greater than the named individual. This method of staffing provides the MSC with the required coverage with no gaps in service because of illness, an unplanned absence, or vacations. In addition to specific redundancy, this staffing model also demonstrates that CQuest has staff available who are highly skilled, knowledgeable of WIC and the MSC WIC System(s), and are available as a resource to provide support and expertise as needed.

CQuest made the following assumption when creating the Cost Proposal:

- CQuest is aware that New Hampshire (NH) is considering transitioning from individual distributed databases to a single consolidated database. This transition has implications on CPS hosting costs. For purposes of this RFP Cost Proposal, CQuest has priced NH hosting using the current hosting configurations. Should NH proceed with plans for a consolidated database CQuest will provide information regarding the associated cost. There may be cost savings should all three states in the Consortium transition hosting services to CQuest.



COST PROPOSAL SHEET

A.1 Base Period for Years 1, 2, 3, 4 and 5 (July 1, 2014 – June 30, 2019)

A.1.1 Base Period Requirements

The number of staff and anticipated number of hours per key Contractor staff is estimated. Qualifications for Key Personnel are set forth in section 4.10.1 Key Personnel Qualifications. The Operations Contractor shall provide the Hourly Rate (which should include load) and Estimated Annual Cost per staff using the following table. Bid prices are fixed for the base period.

Key Personnel	# Staff		Hourly Rate		Hours per Year	=	Estimated Annual Cost
Project Manager	1.00	X	132.00	X	1,864	=	246,048
Sr. Network Analyst	1.00	X	90.00	X	1,864	=	167,760
DBA/DA	2.00	X	118.00	X	1,864	=	439,904
Quality Assurance Specialist	1.50	X	92.00	X	1,864	=	257,232
Technical Writer	1.00	X	105.00	X	1,864	=	195,720
Help Desk Operator	3.00	X	82.00	X	1,864	=	458,544
Help Desk Lead/Manager	0.50	X	87.00	X	1,864	=	81,084
Business Analyst	0.75	X	107.00	X	1,864	=	149,586
Sr. Programmer Analyst	2.25	X	128.00	X	1,864	=	536,832
Systems Operations	1.00	X	86.00	X	1,864	=	160,304
Estimated Annual Cost:							2,693,014
							X 5 years
Total							13,465,070



A.2 Option Period for Year 6 (July 1, 2019 – June 30, 2020)

Key Personnel	# Staff		Hourly Rate		Hours per Year		Estimated Annual Cost
Project Manager	1.00	X	134.64	X	1,864	=	250,969
Sr. Network Analyst	1.00	X	91.80	X	1,864	=	171,115
DBA/DA	2.00	X	120.36	X	1,864	=	448,702
Quality Assurance Specialist	1.50	X	93.84	X	1,864	=	262,377
Technical Writer	1.00	X	107.10	X	1,864	=	199,634
Help Desk Operator	3.00	X	83.64	X	1,864	=	467,715
Help Desk Lead/Manager	0.50	X	88.74	X	1,864	=	82,706
Business Analyst	0.75	X	109.14	X	1,864	=	152,578
Sr. Programmer Analyst	2.25	X	130.56	X	1,864	=	547,569
Systems Operations	1.00	X	87.72	X	1,864	=	163,510
Estimated Annual Cost:							2,746,875
							X 1 year
Total							2,746,875



A.3 Option Period for Year 7 (July 1, 2020 – June 30, 2021)

Key Personnel	# Staff		Hourly Rate		Hours per Year		Estimated Annual Cost
Project Manager	1.00	X	137.33	X	1,864	=	255,983
Sr. Network Analyst	1.00	X	93.64	X	1,864	=	174,545
DBA/DA	2.00	X	122.77	X	1,864	=	457,687
Quality Assurance Specialist	1.50	X	95.72	X	1,864	=	267,633
Technical Writer	1.00	X	109.24	X	1,864	=	203,623
Help Desk Operator	3.00	X	85.31	X	1,864	=	477,054
Help Desk Lead/Manager	0.50	X	90.51	X	1,864	=	84,355
Business Analyst	0.75	X	111.32	X	1,864	=	155,625
Sr. Programmer Analyst	2.25	X	133.17	X	1,864	=	558,515
Systems Operations	1.00	X	89.47	X	1,864	=	166,772
Estimated Annual Cost:							2,801,792
							X 1 year
Total							2,801,792



A.4 Option Period for Year 8 (July 1, 2021 – June 30, 2022)

Key Personnel	# Staff		Hourly Rate		Hours per Year		Estimated Annual Cost
Project Manager	1.00	X	140.08	X	1,864	=	261,109
Sr. Network Analyst	1.00	X	95.51	X	1,864	=	178,031
DBA/DA	2.00	X	125.23	X	1,864	=	466,857
Quality Assurance Specialist	1.50	X	97.63	X	1,864	=	272,973
Technical Writer	1.00	X	111.42	X	1,864	=	207,687
Help Desk Operator	3.00	X	87.02	X	1,864	=	486,616
Help Desk Lead/Manager	0.50	X	92.32	X	1,864	=	86,042
Business Analyst	0.75	X	113.55	X	1,864	=	158,743
Sr. Programmer Analyst	2.25	X	135.83	X	1,864	=	569,671
Systems Operations	1.00	X	91.26	X	1,864	=	170,109
Estimated Annual Cost:							2,857,838
							X 1 year
Total							2,857,838



A.5 State Specific Requirement(s)

This section is a summary of the total costs for an individual State's need.

Description	Costed As	Cost
A.5.1 New Hampshire Yearly Hosting costs (Base Period – 24,630 per year)	Operations & Maintenance	123,150
A.5.2 New Hampshire Yearly Hosting costs (Option Period year 6)	Operations & Maintenance	25,122
A.5.2 New Hampshire Yearly Hosting costs (Option Period year 7)	Operations & Maintenance	25,625
A.5.2 New Hampshire Yearly Hosting costs (Option Period year 8)	Operations & Maintenance	26,137
	Total	200,034



A.6 Transitioning Costs

This section is a summary of the total costs for an individual State's need. Each transition month needs to be totaled with the Total of the 3 month period indicated in the yellow box.

Description	Costed As	Due Date	Cost
A.6.1 Transition 1 st month - Total	Transition	May 30, 2014	N/A
A.6.1.1 Kick-off Meeting	Transition	May 6, 2014	N/A
A.6.1.2 O&M Transition Work Plan	Transition	May 14, 2014	N/A
A.6.1.3 Testing Hardware Transition Work Plan	Transition	May 23, 2014	N/A
A.6.1.4 Central Host Site Transfer Work Plan (New Hampshire only)	Transition	May 23, 2014	N/A
A.6.2 Transition 2 nd month - Total	Transition	June 30, 2014	N/A
A.6.2.1 Central Host Site Transfer (New Hampshire only)	Transition	June 30, 2014	N/A
A.6.2.1.1 Standup hardware and infrastructure software	Transition	Dates to be determined by Central Host Site Transfer Work Plan	N/A
A.6.2.1.2 Initial load of NH StarLINC software			
A.6.2.1.3 Initial load of NH data to new environment			
A.6.2.1.4 Perform UAT in test system			
A.6.2.1.5 Final load of software and data			
A.6.2.1.6 Provide required operational procedures			
A.6.2.1.7 Cutover to new system			
A.6.3 Transition 3 rd month - Total	Transition	July 31, 2014	N/A
A.6.3.1 Full responsibility of MIS	Transition	July 31, 2014	N/A
		Total	N/A



A.7 Cost Summary Worksheet and Grand Total

This worksheet is a summary of the total costs for each of the individual sections (A.1 through A.6). The dollar amounts shown in the "Total" boxes from the preceding sections should be entered in the "Cost" column in the following table.

Description	Costed As	Cost
A.1 <u>Base Period</u> for years 1, 2, 3, 4 and 5	Operations & Maintenance	13,465,070
A.2 Option Period for year 6	Operations & Maintenance	2,746,875
A.3 Option Period for year 7	Operations & Maintenance	2,801,792
A.4 Option Period for year 8	Operations & Maintenance	2,857,838
A.5 State Specific Requirement(s)	Operations & Maintenance	200,034
A.6 Transitioning costs	Transition	N/A
Financial Proposal Grand Total		22,071,609

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 November 3, 2004;

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. A. 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 August 8, 2014.

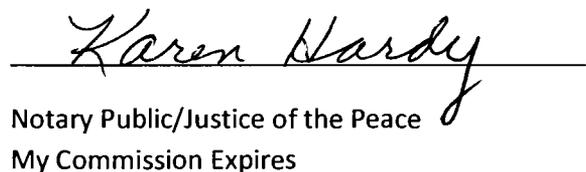
IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the Board of Directors of this corporation this 8th day of August 2014.



Chair of the Board of Directors

STATE OF ILLINOIS
COUNTY OF SANGAMON

The foregoing instrument was acknowledged before me this 8th day of August 2014, by Bruce Johnson.



Notary Public/Justice of the Peace
My Commission Expires

OFFICIAL SEAL
FARRINGTON
NOTARY PUBLIC
STATE OF CALIFORNIA

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

William M. Gardner

William M. Gardner
Secretary of State



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

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.

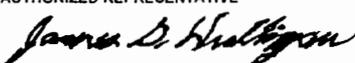
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			83SBATZ7260	11/01/2013	11/01/2014	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							DAMAGE TO RENTED PREMISES (Ea occurrence)
							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	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			CBA0646184	11/01/2013	11/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (PER ACCIDENT)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			83SBATZ7260	11/01/2013	11/01/2014	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			83WECBU0072	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
							<input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							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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