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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISON OF PUBLIC HEALTH SERVICES

Lori A. Weaver
Interim Commissioner

Patricia M. Tilley
Director

29 HAZEN DRIVE, CONCORD, NH 03301-3857
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

January 3, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into an amendment to an existing contract with Conduent State & Local Solutions, Inc. (VC#174856), Florham Park, NJ for continued maintenance of the Electronic Benefit Transfer System for the eWIC program, by exercising a contract renewal option by increasing the price limitation by $114,359 from $804,789 to $919,148 and extending the completion date from June 30, 2023 to June 30, 2024 effective upon Governor & Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on October 11, 2017, item #12A and most recently amended with Governor and Council approval on June 30, 2021, item #51.

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-90-902010-3396 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC IMPLEMENTATION (EWIC)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2018	102-500731	Contracts for Program Services	90003396	$256,801	$0	$256,801
2019	102-500731	Contracts for Program Services	90003396	$37,206	$0	$37,206
			Subtotal	***$294,007***	***$0***	***$294,007***

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05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2018	102-500731	Contracts for Program Services	90003397	$0	$0	$0
2019	102-500731	Contracts for Program Services	90003397	$60,006	$0	$60,006
2020	102-500731	Contracts for Program Services	90003397	$120,012	$0	120,012
2021	102-500731	Contracts for Program Services	90003397	$120,012	$0	120,012
2022	102-500731	Contracts for Program Services	90003397	$105,376	$0	$105,376
2023	102-500731	Contracts for Program Services	90003397	$105,376	$3,000	$108,376
2024	102-500731	Contracts for Program Services	90003397	$0	$111,359	$111,359
			Subtotal	***$510,782***	***$114,359***	***$625,141***
			Total	**$804,789**	**$114,359**	**$919,148**

EXPLANATION

The purpose of this request is to continue maintenance of the Electronic Benefit Transfer (EBT) System for Women, Infant and Children Supplemental Nutrition Program, known as eWIC. The eWIC system allows recipients to receive benefits electronically on a card and redeem them at authorized New Hampshire retail grocers, resulting in timely distribution of benefits and accurate payments to WIC grocers.

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Approximately 13,500 individuals will be served monthly from July 1, 2023 to June 30, 2024. The Women, Infants, and Children (WIC) Nutrition Program provides supplemental nutritious foods and public health nutrition education for low income pregnant women, postpartum women, infants and preschool children up to five years. Families will be able to continue redeeming their WIC benefits electronically on a card to purchase of healthy foods at local authorized grocers.

As referenced in Part 2, Information Technology Provisions, Section 2, Contract Term, of the of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

Should the Governor and Council not authorize this request the Department will not be in compliance with the US Department of Agriculture requirements for the WIC program, which would result in more than 13,500 participants not having access to WIC benefits for healthy food in the retail food stores.

Area served: Statewide

Source of Federal Funds: 100% Federal Funds from the US Department of Agriculture, Assistance Listing Number 10.557, FAIN 234NH703W1003.

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

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

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

Denis Goulet
Commissioner

December 22, 2022

Lori Weaver, Commissioner
Department of Health and Human Services
State of New Hampshire
29 Hazen Drive
Concord, NH 03301

Dear Commissioner Weaver:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into an amendment with Conduent State & Local Solutions, Inc., as described below and referenced as DoIT No. 2017-052B.

The purpose of this request is for continued maintenance of the Electronic Benefit Transfer (EBT) System for Women, Infant and Children Supplemental Nutrition Program, known as eWIC.

The Price Limitation will increase by $114,359 for a total new Price Limitation of $919,148 effective upon Governor and Executive Council approval through June 30, 2024.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2017-052B

cc: Mike Williams, IT Manager

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Electronic Benefit Transfer for the WIC Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Conduent State & Local Solutions, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 11, 2017, (Item #12A), as amended on June 30, 2021, (Item #51), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.4, Contractor Address, to read:

   100 Campus Drive, Florham Park, NJ 07932

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

   June 30, 2024

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

   $919,148

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

   Robert W. Moore, Director

5. Modify Part 2, Section 2, Contract Term, Subsection 2.2, to read:

   2. Contract Term

      2.2 The Contract shall begin on the Effective Date and extend through the Completion Date identified in Form P-37, General Provisions, Block 1.7. The Term may be extended for up to one (1) additional year ("Extended Term") at the sole option of the Department, subject to the parties' prior written agreement on applicable fees for each extended term.

6. Modify Part 3, Exhibit B, Price and Payment Schedule, Section 3, Invoicing, Subsection 3.11, Estimated Contract Total, to read:

   3. Invoicing

      3.11 Estimated Contract Total:

      The maximum amount of this Contract shall not exceed the amount specified in Form P-37, General Provisions, Block 1.8, Price Limitation. The maximum amount is not intended under this Contract as any form of a guaranteed amount.

Deliverable Milestone	Unit Cost	Time Period	CPCM/Qty	Sub-Total	Total Estimated Cost
Start-Up costs					$250,000
Pilot CMCM	Per table	June-Aug 2018	7,800	$5,700	$5,700
Rollout Phase 1	Per table	September 2018	6,903	$4,750	$4,750
Rollout Phase 2	Per table	October 2018	8,733	$6,650	$6,650
Rollout Phase 3	Per table	November 2018	10,000	$9,500	$9,500
	Per table	December 2018	10,000	$9,500	$9,500
Ongoing Operational CPCM	Per table	Jan 2019 – Dec 2019	120,000	$114,000	$114,000
	$0.95	Jan 2020 – Dec 2020	120,000	$114,000	$114,000
	$0.95	Jan 2021 – June 2021	60,000	$57,000	$57,000
	$0.95	July 2021- June 2022	110,289	$104,774.45	$104,775
	$0.95	July 2022- June 2023	110,289	$104,774.45	$104,775
POS Stand-beside devices (lease) with maintenance	$16.70	June 2018 – June 2021	30		$18,537
	$16.70	July 2021- June 2022	3/month	$50.10	$601
		July 2022- June 2023	3/month	$50.10	$601
Card Design	$0		20,001		$0
Blank Card Production	Per table	June 2018 – June 2021	20,001		$2,400
		July 2021- June 2022			$0
		July 2022- June 2023			$0
Cardholder Training Materials (electronic)	No cost				$0
State Training Materials Start-Up	$2,000				$2,000
Total Estimated Contract Cost (SFY2018- SFY2023)					**$804,789**
Increase Amount	$0.95	July 2022 – June 2023	3,158	$3,000.10	**$3,000**
POS Stand-beside devices (lease) with maintenance	$16.70	July 2023 – June 2024	1/month	$16.70	**$200**
	$0.95	July 2023 – June 2024	117,009	$111,158.55	**$111,159**
Total Estimated Contract Cost					**$919,148**

DS
Contractor Initials WF
Date 2/1/2023

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

2/3/2023
Date

DocuSigned by:
Patricia M. Tilley
848E838E5BFD4C8...
Name: Patricia M. Tilley
Title: Director

Conduent State & Local Solutions, Inc.

2/1/2023
Date

DocuSigned by:
Wade Fairey
852C49DAFF00420...
Name: Wade Fairey
Title: VP, General Manager Payments

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

OFFICE OF THE ATTORNEY GENERAL

2/16/2023
Date

DocuSigned by:
Robyn Guarino
748734844941480
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CONDUENT STATE & LOCAL SOLUTIONS, INC. is a New York Profit Corporation registered to transact business in New Hampshire on January 28, 1991. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **152777**

Certificate Number: **0006080726**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of January A.D. 2023.

David M. Scanlan

Secretary of State

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CERTIFICATE OF ASSISTANT SECRETARY

I, Paul R. Webber IV, in my capacity as Assistant Secretary of Conduent State & Local Solutions, Inc., a New York corporation (the "Company"), am delivering this Certificate of Assistant Secretary to certify that Wade Fairey is the duly elected, qualified and acting Vice President of the Company and in such capacity is authorized to obligate, bind, and execute any and all proposals, contracts as well as any amendments thereto in connection with the New Hampshire Department of Health and Human Services, Electronic Benefit Transfer for Women, Infant and Children (eWIC) by and between Conduent State & Local Solutions, Inc. and State of New Hampshire, Department of Health and Human Services and all other documents to be executed therewith. This authority was valid thirty (30) days prior to and remains valid for thirty (30) days from the date of this Certificate of Assistant Secretary.

IN WITNESS WHEREOF, I have set my hand to this Certificate of Assistant Secretary as of the 3rd day of February, 2023.

CONDUENT STATE & LOCAL SOLUTIONS, INC.
a New York Corporation

By: Paul R. Webber
Paul R. Webber IV, Assistant Secretary

SEAL

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/15/2023

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

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

PRODUCER
MARSH USA, INC.
1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036
Attn: ACS.CertRequest@marsh.com

CONTACT NAME: Lauren Giangrande, Senior Vice President
PHONE (A/C, No, Ext): 212 345 8869 FAX (A/C, No):
E-MAIL ADDRESS: Lauren.Giangrande@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : N/A	N/A
INSURER C : N/A	N/A
INSURER D : N/A	N/A
INSURER E :	
INSURER F :	

INSURED
Conduent State & Local Solutions, Inc.
100 Campus Drive, Suite 200
Florham Park, NJ 07932

COVERAGES

CERTIFICATE NUMBER: NYC-011112328-10 REVISION NUMBER: 10

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HDO G72955602	01/01/2023	01/01/2024	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE / X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ N/A
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	X POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

State of NH
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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MARSH USA, INC.
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NEW YORK, NY 10036
Attn: ACS.CertRequest@marsh.com

CONTACT NAME: Lauren Giangrande, Senior Vice President
PHONE (A/C, No, Ext): 212 345 8869 FAX (A/C, No):
E-MAIL ADDRESS: Lauren.Giangrande@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : N/A	N/A
INSURER C : Indemnity Ins Co Of North America	43575
INSURER D : ACE Fire Underwriters Ins. Co.	20702
INSURER E :	
INSURER F :	

INSURED
Conduent State & Local Solutions, Inc.
100 Campus Drive, Suite 200
Florham Park, NJ 07932

COVERAGES **CERTIFICATE NUMBER:** NYC-011121425-10 **REVISION NUMBER:** 8

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N: N	N / A	WLR C68927250 (AOS)	01/01/2023	01/01/2024	X PER STATUTE / OTHER	
				WLR C68927213 (AZ,CA,MA)	01/01/2023	01/01/2024	E.L. EACH ACCIDENT	$ 1,000,000
				SCF C68927298 (WI,AK,GA,TN)	01/01/2023	01/01/2024	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

State of NH
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

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AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

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

May 14, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Women, Infants, and Children Supplemental Nutrition Program to amend an existing contract with Conduent State & Local Solutions, Inc. (Vendor #174856, B003, 8260), Fairfax, VA for continued maintenance of the Electronic Benefit Transfer System for the eWIC program, by exercising a renewal option by increasing the price limitation by $210,752 from $594,037 to $804,789 and by extending the completion date from June 30, 2021 to June 30, 2023 effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on October 11, 2017, (Item #12A).

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022 and 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-902010-3396 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC IMPLEMENTATION (EWIC)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2018	102-500731	Contracts for Program Services	90003396	$256,801	$0	$256,801
2019	102-500731	Contracts for Program Services	90003396	$37,206	$0	$37,206
			Subtotal	***$294,007***	***$0***	***$294,007***

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2018	102-500731	Contracts for Program Services	90003397	$0	$0	$0
2019	102-500731	Contracts for Program Services	90003397	$60,006	$0	$0
2020	102-500731	Contracts for Program Services	90003397	$120,012	$0	$120,012
2021	102-500731	Contracts for Program Services	90003397	$120,012	$0	$120,012
2022	102-500731	Contracts for Program Services	90003397	$0	$105,376	$105,376
2023	102-500731	Contracts for Program Services	90003397	$0	$105,376	$105,376
			Subtotal	***$300,030***	***$210,752***	***$510,782***
			Total	**$594,037**	**$210,752**	**$804,789**

EXPLANATION

The purpose of this request is to continue maintenance of the Electronic Benefit Transfer (EBT) system for the Women, Infant and Children Supplemental Nutrition Program, known as eWIC.

Approximately 13,500 individuals will be served monthly from July 1, 2021 to June 30, 2023. The Women, Infants, and Children (WIC) Nutrition Program provides supplemental nutritious foods and public health nutrition education for low income pregnant women, postpartum women, infants and preschool children up to five years. Families will also be able to continue redeeming their WIC benefits electronically on a card to purchase of healthy foods at local authorized grocers.

The Electronic Benefit Transfer system allows recipients to receive benefits electronically on a card and redeem then at authorized New Hampshire retail grocers. The Contractor will continue providing the Department with necessary information to reimburse the WIC grocers, thereby allowing the Department to fulfill the US Department of Agriculture requirements for the WIC Program.

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The eWIC program provides for timely distribution of benefits to WIC recipients as well as accurate payments to WIC grocers.

As referenced in Part 2, Information Technology Provisions, Section 2, Contract Term, of the original contract, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the two (2) years available.

Should the Governor and Council not authorize this request, the Department will not be in compliance with the US Department of Agriculture requirements for the WIC program, which would result in more than 13,000 participants not having access to WIC benefits for healthy food in the retail stores.

Area served: Statewide

Source of Funds: 100% Federal Funds from the US Department of Agriculture

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

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Electronic Benefit Transfer for the WIC Program (WIC) contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Conduent State & Local Solutions, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 11, 2017, (Item #12A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

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

   June 30, 2023.

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

   $804,789.

3. Modify Part 1, Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Modify Part 1, Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Modify Part 2, Section 2, Contract Term, to read:

   2. Contract Term

      2.1 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, Governor and Executive Council of the State of New Hampshire approval (Effective Date").

      2.2 The Contract shall begin on the Effective Date and extend through the Completion Date identified in Form P-37, Genera l Provisions, Block 1.7. The Term may be extended for up to two (2) additional years ("Extended Term") at the sole option of the Department, subject to the parties' prior written agreement on applicable fees for each extended term.

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

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

6. Modify Part 3, Exhibit B, Price and Payment Schedule, Section 1, Payment Schedule, Subsection 1.1, Not to Exceed, to read:

   This is Not to Exceed (NTE) with a maximum contract value as specified in Form P-37, General Provisions, Block 1.8 Price Limitation for the period between the Effective Date through the Completion Date specified in Form P-37, General Provisions, Block 1.7. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the Department for the following activities, Deliverables or milestones appearing in the price and payment tables below.

7. Modify Part 3, Exhibit B, Price and Payment Schedule, Section 3, Invoicing, Subsection 3.11, Estimated Contract Total, to read:

   3.11 Estimated Contract Total:

   The maximum amount of this Contract shall not exceed the amount specified in Form P-37, General Provisions, Block 1.8, Price Limitation. The maximum amount is not intended under this Contract as any form of a guaranteed amount.

Deliverable Milestone	Unit Cost	Time Period	CPCM/Qty	Sub-Total	Total Estimated Cost
Start-Up costs					$250,000
Pilot CMCM	Per table	June-Aug 2018	7,800	$5,700	$5,700
Rollout Phase 1	Per table	September 2018	6,903	$4,750	$4,750
Rollout Phase 2	Per table	October 2018	8,733	$6,650	$6,650
Rollout Phase 3	Per table	November 2018	10,000	$9,500	$9,500
	Per table	December 2018	10,000	$9,500	$9,500
Ongoing Operational CPCM	Per table	Jan 2019 – Dec 2019	120,000	$114,000	$114,000
	$0.95	Jan 2020 – Dec 2020	120,000	$114,000	$114,000
	$0.95	Jan 2021 – June 2021	60,000	$57,000	$57,000
	$0.95	July 2021- June 2022	110,289	$104,774	$104,774.14
	$0.95	July 2022- June 2023	110,289	$104,774	$104,774.14
POS Stand-beside devices (lease) with maintenance	$16.70	June 2018 – June 2021	30		$18,537
	$16.70	July 2021- June 2022	3/month	$50.10	$601.20
		July 2022- June 2023	3/month	$50.10	$601.20
Card Design	$0		20,001		$0
Blank Card Production	Per table	June 2018 – June 2021	20,001		$2,400
		July 2021- June 2022			$0
		July 2022- June 2023			$0
Cardholder Training Materials (electronic)	No cost				$0
State Training Materials Start-Up	$2,000				$2,000
Total Estimated Contract Cost (SFY2018- SFY2021)					**$594,037**
Increase Amount		SFY2022			**$105,376**
		SFY2023			**$105,376**
Total Estimated Contract Cost					**$804,789**

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2021 upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/17/2021
Date

DocuSigned by:
Patricia M. Tilley
Name: Patricia M. Tilley
Title: Interim Director

Conduent State & Local Solutions, Inc.

5/14/2021
Date

DocuSigned by:
Michael Cerone
Name: Michael Cerone
Title: Vice President

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

OFFICE OF THE ATTORNEY GENERAL

5/19/2021
Date

DocuSigned by:
Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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12A mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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

NH DIVISION OF Public Health Services

Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

August 31, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Women, Infants, and Children Supplemental Nutrition Program, to enter into an agreement with Conduent State & Local Solutions, Inc. (Vendor #174856, B003, 8260 Willow Oaks Corporate Drive, Fairfax, VA 22031, for the implementation and ongoing maintenance of the Electronic Benefit Transfer System for the Women, Infant and Children program known as eWIC in an amount not to exceed $594,037, effective upon Governor and Executive Council approval through June 30, 2021 100% Federal Funds.

Funds to support this request are available in State Fiscal Years 2018 and 2019 and are anticipated to be available in State Fiscal Year 2010 and 2021, upon the availability and continued upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between state fiscal years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-3396 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION

Fiscal Year	Class	Title	Activity Code	Budget
2018	102-500731	Contracts for Program Services	90003396	$256,801
2019	102-500731	Contracts for Program Services	90003396	$37,206
			TOTAL:	**$294,007**

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

Fiscal Year	Class	Title	Activity Code	Budget
2018	102-500731	Contracts for Program Services	90003397	$0
2019	102-500731	Contracts for Program Services	90003397	$60,006
2020	102-500731	Contracts for Program Services	90003397	$120,012
2021	102-500731	Contracts for Program Services	90003397	$120,012
			TOTAL:	**$300,030**

EXPLANATION

The purpose of this agreement is for the implementation and ongoing maintenance of the Electronic Benefit Transfer (EBT) system for the Women, Infant and Children Supplemental Nutrition Program, also referred to as eWIC, distinctly different from Food Stamp/SNAP EBT.

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The Women, Infants, and Children (WIC) Nutrition Program provides supplemental nutritious foods and public health nutrition education for low income pregnant women, postpartum women, infants and preschool children up to age five years. Families redeem their WIC benefits through the purchase of healthy foods at local authorized grocers.

Currently, benefits for the Women, Infant and Children (WIC) program are manually processed in paper format and hand delivered to clients at local agency clinics. An electronic benefit transfer system would allow the recipient to receive their benefits electronically on a card. In addition, the Contractor will track and verify benefits and provide the Department with the necessary information to properly reimburse the WIC grocers. The eWIC system will allow the Department to fulfill the US Department of Agriculture requirements for the New Hampshire WIC Program to be Electric Benefit Transfer (EBT) by 2020.

This contract was competitively bid. The State of New Hampshire is a member of the Northeast Coalition of States (NCS). The coalition formed in 1995 to jointly procure an Electronic Benefit Transfer (EBT) contract for the Food Stamp Program. In addition, this Request for Proposals contained the option to bid on the Electronic Benefit Transfer system for the WIC Program. The NCS Request for Proposals was published in all participating states on November 2, 2012.

Xerox State and Local Solutions, now doing business as Conduent State and Local Solutions, was awarded the bid for the EBT system for the Food Stamp Program. Their proposal also contained a proposal for WIC. Conduent has agreed to honor the pricing provided in 2013 proposal for WIC EBT.

This contract contains language which allows for the option to renew contract services for up to four additional years, at the sole option of the Department, subject to the parties' prior written agreement on applicable fees for each extended term.

Should the Governor and Executive Council not approve this request, the Department will not be in compliance with the US Department of Agriculture requirements for the WIC program to be EBT by 2020. In addition, this project will provide timely distribution of benefits to WIC recipients as well as accurate payments to WIC Vendors.

Area Served: Statewide

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

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

Respectfully submitted,

Lisa Morris
Director

Approved by:

Jeffrey A. Meyers
Commissioner

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Northeast Coalition of States RFP

Company	letter of Intent*	Submitted Bid	Technical Score	Financall Score	Total Score
Cognizant Technology	Yes	No			
Xerox	Yes	Yes	60.00	35.30	95.30
Bank of America	Yes	NO			
JP Morgan EFS	Yes	Yes	52.87	40.00	92.87

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

Denis Goulet
Commissioner

September 12, 2017

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Conduent State and Local Solutions, Inc., of Fairfax, VA, as described below and referenced as DoIT No. 2017-052.

> This contract will provide for recipients of the Women, Infants and Children (WIC) Program to receive payment of their benefits electronically and timely, improving the current manual processing and hand delivery. The Vendor will track and verify benefits and provide DHHS with the information needed to properly reimburse WIC vendors. This contract also allows DHHS to fulfill the US Department of Agriculture's requirements for the WIC program.
>
> The amount of the contract is not to exceed $594,037 and shall become effective upon Governor and Executive Council approval through June 30, 2021.

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

Sincerely,

Denis Goulet

DG/ik
DoIT #2017-052

cc: Bruce Smith, IT Manager, DoIT

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

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC (eWIC)
CONTRACT 2017-052

AGREEMENT- PART 1

Subject: eWIC Implementation Project

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services	1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301-3857
1.3 Contractor Name Conduent State & Local Solutions, Inc.	1.4 Contractor Address 8260 Willow Oaks Corporate Drive, Fairfax, VA 22031
1.5 Contractor Phone Number 770-829-1033 / 1.6 Account Number 05-95-90-902010-3396 05-95-90-902010-5260	1.7 Completion Date June 30, 2021 / 1.8 Price Limitation $594,037
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq.	1.10 State Agency Telephone Number 603-271-9246
1.11 Contractor Signature	1.12 Name and Title of Contractor Signatory Michael P. Cezowe, Vice President

1.13 Acknowledgement: State of Georgia, County of Fulton

On 15 of September 2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that she executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace [Seal]	
1.13.2 Name and Title of Notary or Justice of the Peace KIARA VARNER	
1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory LISA MORRIS, Director DPHS
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: Megan A. Yeager Attorney	On: 9/28/17
1.18 Approval by the Governor and Executive Council By:	On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9.DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Electronic Benefit Transfer for the WIC Program (eWIC)
CONTRACT 2017-052
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure *under the Contract*
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	The documentation consisting of both the P-37Agreement, Contract Agreement - IT Provisions, and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and the Vendor who shall be

CONTRACTOR INITIALS: MC
DATE: 9/15/22

	responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: *Contract Management)*
Contract Price	The total, not to exceed amount to be paid by the State to the <CONTRACTOR> for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 as well as Exhibit B Paragraph 2.
Contractor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Contracted Vendor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
COTS	Commercial Off-The-Shelf Software
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the Vendor specifically for this project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
Data Breach	The unauthorized access by a non-authorized person(s) that results in the use, disclosure or theft of the State's unencrypted non-public data
DBA	Database Administrator
Deficiencies/Defects	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. **Class A Deficiency** – *Software* - Critical, does not allow System to operate, no work around, demands immediate action; *Written Documentation* - missing significant portions of information or unintelligible to State; *Non Software* - Services were inadequate and require re-performance of the Service. **Class B Deficiency** – *Software* - important, does not stop operation and/or there is a work around and user can perform tasks; *Written Documentation* - portions of information are missing but not enough to make the document unintelligible; *Non Software* - Services were deficient, require reworking, but do not require re-performance of

CONTRACTOR INITIALS: MPC
DATE: 9/15/17

	the Service. **Class C Deficiency** – *Software* - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; *Written Documentation* - minimal changes required and of minor editing nature; *Non Software* - Services require only minor reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department	An agency of the State Department is defined as: State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
EBT	Electronic Benefits Transfer
Encryption	Supports the transformation of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
eWIC	Electronic Benefit Transfer for WIC Program
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Harvest	Software to archive and/or control versions of software
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System fully operational for processing the Data.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Electronic Benefit Transfer for the WIC Program (eWIC)
CONTRACT 2017-052
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

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

CONTRACTOR INITIALS: WQ
DATE: 9/15/17

	responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the Vendor on the Project
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
RMC	Regional Management Council
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract
Software Deliverables	The COTS Software provided under this Contract and any Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards,

CONTRACTOR INITIALS: MPC
DATE: 9/15/17

	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 Reference to the term "State" shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Sub<CONTRACTOR>	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when the Contractor is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm

	the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
Warranty Period	A period of coverage during which <CONTRACTOR> is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
WIC	Women, Infant and Children Program
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Electronic Benefit Transfer for the WIC Program (eWIC)
CONTRACT 2017-052
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

INTRODUCTION

This Contract is by and between the State of New Hampshire acting through the New Hampshire Department of Health and Human Services .referred to as Department, and Conduent State and Local Solutions, Inc., a Virginia Corporation, referred to as Contractor, having its principal place of business at 12410 Milestone Center Drive, Germantown, MD 20876.

The Contractor will provide Electronic Benefit Transfer Services for the Women, Infant and Children (WIC) Program known as eWIC.

RECITALS

The Department desires to have the Contractor provide Electronic Benefit Transfer Services for the WIC Program (eWIC) for the implementation of eWIC, and associated Services for the State;

The Contractor wishes to provide the services and requirements of this contract.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1. CONTRACT DOCUMENTS

This Contract Agreement is comprised of the following documents:

Part 1- Form P-37, General Provisions

Part 2 – Information Technology Provisions

Part 3 – Exhibits:

Exhibit A – Contract Deliverables
Exhibit B – Price and Payment Schedule
Exhibit C – Special Provisions
Exhibit D – Administrative Services
Exhibit E – Implementation Services
Exhibit F – Testing Services
Exhibit G – Maintenance and Support Services
Exhibit H – Requirements
Exhibit I – Work Plan
Exhibit J – Software License and Related Terms
Exhibit K – Warranty and Warranty Services
Exhibit L – Training Services
Exhibit M –Agency RFP with Addendums, by reference
Exhibit N – The Vendor Proposal, by reference
Exhibit O – Certificates and Attachments
Exhibit P – Program Requirements
Exhibit Q - Department specific Exhibits D through J

1.2. ORDER OF PRECEDENCE

CONTRACTOR INITIALS: MPC
DATE: 9/15/17

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Electronic Benefit Transfer for the WIC Program (eWIC)
CONTRACT 2017-052
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

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

- State of New Hampshire Department of Health and Human Services Contract Agreement 2017-052, including Parts 1, 2, and 3
- State of New Hampshire, Department of Health and Human Services Northeast Coalition of States (NCS) Regional Management Council (RMC) Electronic Benefits Transfer (EBT)
- Vendor Proposal Response to RFP Northeast Coalition of States, Regional Management Council, Electronic Benefits Transfer dated February 1, 2013

2. 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, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Contract shall begin on the Effective Date and extend through June 30, 2021. The Term may be extended for up to four (4) additional years, ("Extended Term") at the sole option of the Department, subject to the parties' prior written agreement on applicable fees for each extended term.

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

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

3. COMPENSATION

3.1. CONTRACT PRICE

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

3.2. NON-EXCLUSIVE CONTRACT

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

4. CONTRACT MANAGEMENT

CONTRACTOR INITIALS: MPC
DATE: 9/5/19

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

4.1. THE CONTRACTOR'S CONTRACT MANAGER

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

Doug Darr, Program Management Director, or Successor

4.2. THE CONTRACTOR'S PROJECT MANAGER

4.2.1. The Contractor shall assign a Project Manager who meets the requirements of the Contract. The Contractor's selection of the Contractor's Project Manager shall be subject to the prior written approval of the Department. The Department's approval process may include, without limitation, at the Department's discretion, review of the proposed Contractor's Project Manager's resume, qualifications, references, and background checks, and an interview. The Department may require removal or reassignment of the Contractor's Project Manager who, in the sole judgement of the Department, is found unacceptable or is not performing to the Department's satisfaction.

4.2.2. The Contractor'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 the Contractor's representative for all administrative and management matters. The Contractor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I, Section 2. The Contractor's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the Department, and be at the site as needed.

4.2.3. The Contractor shall not change its assignment of the Contractor's Project Manager without providing the Department written justification and obtaining the prior written approval of the Department. The Department's approvals for replacement of the Contractor's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than the Contractor's Project Manager being replaced, meet the requirements of the Contract, and be subject to reference and background checks described above in General Provisions, Section 4.2.1: *Contract Project Manager*, and in Contract Agreement General Provisions, Section 4.6 *Reference and Background Checks*, below. The Contractor shall assign a replacement Contractor's Project Manager and the Contractor shall continue during the ten (10) business day period to provide competent Project Management Services through the assignment of a qualified interim Contractor's Project Manager.

4.2.4. Notwithstanding any other provision of the Contract, the Department shall have the option, at its discretion, to terminate the Contract, declare the Contractor in default and pursue its remedies at law in equity, if the Contractor fails to assign a Contractor's Project Manager to meet the requirement and terms of the Contract.

CONTRACTOR INITIALS: MPC
DATE: 9/15/17

4.2.5. The Contractor's Project Manager is:

Jerry Owens or successor
Phone: 580-599-1033
Email: jerry.owens@conduent.com

4.3. THE CONTRACTOR'S KEY PROJECT STAFF

4.3.1. The Contractor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in the RFP Appendix C: *System Requirements and Deliverables*, Table C-2 *System Requirements and Deliverables Vendor Response Checklist*. The Department reserves the right to require removal or reassignment of the Contractor's Key Project Staff who are found unacceptable to the Department. Any background checks shall be performed in accordance with General Provisions Section 4.6.

4.3.2. The Contractor shall not change any Contractor's Key Project Staff commitments without providing the Department written justification and obtaining the prior written approval of the Department. Department approvals for replacement of the Contractor's Key Project Staff will not be unreasonably withheld. The replacement of the Contractor's Key Project Staff shall have comparable or greater skills than the Contractor's Key Project Staff being replaced, meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement – General Provisions, Section 4.6: *Reference and Background Checks*.

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

4.4. DEPARTMENT CONTRACT MANAGER

4.4.1. The Department shall assign a Contract Manager who shall function as the Department's representative with regard to Contract administration. The Department's Contract Manager is:

Lissa Sirois or Successor
Administrator
Nutrition Services Section
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
603-271-0571
Lissa.Sirois@dhhs.nh.gov

4.5. DEPARTMENT PROJECT MANAGER

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

4.5.1.1. Leading the Project,

4.5.1.2. Engaging and managing all vendors working on the project,

4.5.1.3. Managing significant issues and risks,

4.5.1.4. Reviewing and accepting Contract Deliverables,

4.5.1.5. Invoice sign-offs,

4.5.1.6. Review and approval of change proposals,

4.5.1.7. Managing stakeholders; concerns

4.5.2. The Department's Project Manager is:

Lissa Sirois or Successor
Administrator
Nutrition Services Section
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
603-271-0571
Lissa.Sirois@dhhs.nh.gov

4.6. REFERENCE AND BACKGROUND CHECKS

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

5. DELIVERABLES

5.1. CONTRACTOR'S RESPONSIBILITIES

5.1.1. The Contractor shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a Subcontractor is used. The Contractor may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. The Contractor must submit all information and documentation relating to the Subcontractor including terms and conditions consistent with this Contract. The Department will consider the Contractor to be wholly responsible for the performance of the Contract and the sole point of contract with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

5.2. DELIVERABLES AND SERVICES

5.2.1. The Contractor shall provide the Department with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*. Upon its submission of a Deliverable or Service, the Contractor represents that it has performed its obligations under the Contract associated with the Deliverables or Services.

5.3. NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

5.3.1. After receiving written Certification from the Contractor that a Non-Software or Written Deliverable is final, complete, and ready for Review, the Department will Review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables*. The Department will notify the Contractor in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the Department's receipt of the Contractor's written Certification. If the Department rejects the Deliverable, the Department shall notify the Contractor of the nature and class of the Deficiency and the Contractor shall correct the Deficiency within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable is identified, the Contractor shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the Department shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If the Contractor fails to correct the Deficiency within the allotted period of time, the Department may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and pursue its remedies at law and in equitY.

5.4. SOFTWARE AND DELIVERABLES REVIEW AND ACCEPTANCE

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

6. SERVICES

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

6.1. ADMINISTRATIVE SERVICES

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

6.2. IMPLEMENTATION SERVICES

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

6.3. TESTING SERVICES

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

6.4. TRAINING SERVICES

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

6.5. MAINTENANCE AND SUPPORT SERVICES

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Electronic Benefit Transfer for the WIC Program (eWIC)
CONTRACT 2017-052
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

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

CONTRACTOR INITIALS: MPC
DATE: 9/12/17

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Electronic Benefit Transfer for the WIC Program (eWIC)
CONTRACT 2017-052
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

7. WORK PLAN DELIVERABLE

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

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

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

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

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

8. CHANGE ORDERS

8.1. The Department may make changes or revisions at any time by written Change Order. The Department originated changes or revisions shall be approved by the Department of Information Technology. Within five (5) business days of the Contractor's receipt of a Change Order, the Contractor shall advise the Department, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

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

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

CONTRACTOR INITIALS: MQ
DATE: 9/15/17

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Electronic Benefit Transfer for the WIC Program (eWIC)
CONTRACT 2017-052
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

9. INTELLECTUAL PROPERTY

9.1. SOFTWARE TITLE

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

9.2. DEPARTMENT'S DATA AND PROPERTY

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

9.3. CONTRACTOR'S MATERIALS

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

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

10. USE OF DEPARTMENT'S INFORMATION, CONFIDENTIALITY

10.1. USE OF DEPARTMENT'S INFORMATION

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

10.2. DEPARTMENT CONFIDENTIAL INFORMATION

CONTRACTOR INITIALS: MPC
DATE: 9/6/17

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

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

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

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

10.3. CONTRACTOR CONFIDENTIAL INFORMATION

10.3.1. Insofar as the Contractor seeks to maintain the Confidentiality of its confidential or proprietary information, the Contractor must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the Department acknowledges that the Contractor considers the Software and Documentation to be Confidential Information. The Contractor acknowledges that the Department is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The Department 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 Department receives a request for the information identified by the Contractor as confidential, the Department shall notify the Contractor and specify the date the Department will be releasing the requested information. At the request of the Department, the Contractor shall cooperate and assist the Department with the collection and review of the Contractor's information, at no additional expense to

the Department. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the Contractor fails to obtain a court order enjoining the disclosure, the Department shall release the information on the date specified in the State's notice to the Contractor, without any liability to the Contractor.

10.4. SURVIVAL

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

11. LIMITATION OF LIABILITY

11.1. DEPARTMENT

11.1.1. Subject to applicable laws and regulations, in no event shall the Department be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Contractor's liability to the Department shall not exceed two times (2X) the total Contract price set forth in Contract Agreement – P-37, General Provisions, Block 1.8.

11.2. CONTRACTOR

11.2.1. Subject to applicable laws and regulations, in no event shall the Contractor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Contractor's liability to the Department shall not exceed two times (2X) the total Contract price set forth in Contract Agreement – P-37, General Provisions, Block 1.8.

11.2.2. Notwithstanding the foregoing, this limitation of liability shall not apply to the Contractor's indemnification obligations set forth in the Contract Agreement – General Provisions Section 13 *Indemnification* and confidentiality obligations in Contract Agreement – General Provisions Section 11: *Use of State's Information, Confidentiality, which shall be unlimited.*

11.3. STATE'S IMMUNITY

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

11.4. SURVIVAL

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

12. TERMINATION

This section shall survive the termination or Contract Conclusion.

12.1. TERMINATION FOR DEFAULT

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

12.1.1.1. Failure to perform the Services in accordance with the requirements of the Contract or on schedule,

12.1.1.2. Failure to submit any report required, and/or,

12.1.1.3. Failure to perform any other covenant, term or condition of the Contract.

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

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

12.1.2.2. Give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the Department determines that the Contractor has cured the Event of Default shall never be paid to the Contractor.

12.1.2.3. Set off against any other obligations the Department may owe to the Contractor any damages the Department suffers by reason of any Event of Default.

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

12.1.2.5. Procure Services that are the subject of the Contract from another source and the Contractor shall be liable for reimbursing the Department for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties and staff time costs, all of which shall be subject to the limitations of liability set forth in the Contract.

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

12.2. TERMINATION FOR CONVENIENCE

12.2.1. The Department may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Contractor. In the event of a termination for convenience, the Department shall pay the Contractor the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the Department. Amounts

for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

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

12.3. TERMINATION FOR CONFLICT OF INTEREST

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

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

12.4. TERMINATION PROCEDURE

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

12.4.2. After receipt of a notice of termination, and except as otherwise directed by the Department, the Contractor shall:

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

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

12.4.2.3. Take such action at the Department directs, or as necessary to preserve and protect the property related to the Contract which is in possession of the Contractor and in which the Department has an interest,

12.4.2.4. Transfer title to the Department and deliver in the manner, at the times, and to the extend directed by the Department, any property which is required to be furnished to the Department and which has been accepted or requested by the Department,

12.4.2.5. Provide written Certification to the Department that the Contractor has surrendered to the Department all said property, and

12.4.2.6. Assist in Transition Services, as reasonably requested by the Department at no additional cost.

13. CHANGE OF OWNERSHIP

13.1. In the event that the Contractor should change ownership for any reason, whatsoever . the Department shall have the option of continuing under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the Department, or immediately terminate the Contract without liability to the Contractor, its successors or assigns. Any assignment, delegation, or subcontracting must be approved in writing by the State in accordance with Paragraph 12 of the General Provisions (P-37).

14. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

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

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

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

15. DISPUTE RESOLUTION

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

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

15.3. Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR	DEPARTMENT	CUMULATIVE ALLOTTED TIME
Primary	Jerry Owens, or successor Project Manager	Lissa Sirois State Project Manager (PM)	5 Business Days
First	Doug Darr, or successor	Lisa Morris Director	10 Business Days
Second	Jason Boswell, or successor Vice President	Jeffrey A. Meyers Commissioner	15 Business Days

15.3.1. The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

16. REQUIRED WORK PROCEDURES

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

16.1. COMPUTER USE

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

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

CONTRACTOR INITIALS: MPC
DATE: 9/15/17

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

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

16.1.4. That all software licensed, developed, or being evaluated by the Department cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times the Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department, can be used by the Contractor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

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

16.2. EMAIL USE

16.2.1. Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal Email systems" or "State-funded Email systems." The Contractor understands and agrees that use of email shall follow State standard policy (available upon request).

16.3. INTERNET/INTRANET USE

16.3.1. The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

16.4. REGULATORY GOVERNMENT APPROVALS

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

17. GENERAL PROVISIONS

17.1. INSURANCE CERTIFICATE

17.1.1. The Insurance Certificate must identify the Certificate Holder in the lower left hand block including: State of New Hampshire, Department of Health and Human Services, 129 Pleasant Street, Concord, NH 03301.

17.2. EXHIBITS

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

17.3. VENUE AND JURISDICTION

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

17.4. SURVIVAL

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

17.5. FORCE MAJEURE

17.5.1. Neither the Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not 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.

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

17.6. NOTICES

17.6.1. 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:

Lissa Sirois 603-271-0571 Lissa.Sirois@dhhs.nh.gov	Department of Health and Human Services
Jerry Owens or successor 580-559-1033 Jerry.owens@conduent.com	Conduent

CONTRACTOR INITIALS: MPC
DATE: 9/5/17

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC (eWIC)
CONTRACT 2017-052
EXHIBIT A
DELIVERABLES/SCOPE OF SERVICES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

1.1. Project Overview

1.1.1. The general scope of the project is to provide Electronic Benefit Transfer for the Women, Infant and Children Program (eWIC).

1.2. General Project Assumptions

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

1.2.2. The Contractor shall ensure appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the Department's Information Technology resources, information, and services. Security requirements are defined in Appendix C-2 of the Request for Proposal. The Contractor shall provide the Department 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 the State networks, systems, and data.

1.2.3. The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the Department reserves the right to reject any and all Deliverables in the event the Department 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.

1.2.4. 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.

1.3. Scope of Services

1.3.1. The Contractor shall coordinate all aspects of development and implementation with the New Hampshire eWIC Project Manager and/or the Administrator of the New Hampshire Department of Health and Human Services, Division of Public Health, Nutrition Services Section.

1.3.2. To support a multi-state EBT procurement, pricing for core services is volume based. Monthly billings to the CSA shall be based on the quoted Cost Per Case Month (CPCM/WIC household) in the pricing tier in Exhibit A, Article XXVII Table 14.10-16 that corresponds to the total actual number of WIC CPCM cases for NH DHHS.

Contractor Initials: MPC
9/15/17

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC (eWIC)
CONTRACT 2017-052
EXHIBIT A
DELIVERABLES/SCOPE OF SERVICES

1.3.3. The Contractor's CPCM pricing for core services must apply to any future WIC cases added as a result of additional program benefits. Any additional program benefits posted to existing WIC cases will not be subject to an additional CPCM.

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
1.	Project Management Plan	Written	Within 14 days of approval of G&C
2.	Approval for all Retailer Hardware Deliverables	Written	TBD
3.	Conduct Project Kickoff and Joint Configuration Sessions Meeting	Non-Software	Within 14 days of approval of G&C
4.	Project Schedule	Written	TBD
5.	Implementation Plan	Written	TBD
6.	Vendor Assessment	Written	TBD
7.	Vendor Enablement and Certification Plan	Written	TBD
8.	System Design Documents	Written	TBD
9.	MIS Interface Specifications	Written	TBD
10.	Integrated Vendor Interface Specifications	Written	TBD
11.	Integrated Vendor Test Scripts	Written	TBD
13.	IVR Scripts	Written	TBD
14.	System Security Plan	Written	TBD
15.	Operations and Interface Procedure Manual	Written	TBD
16.	Administrative Functions Manual	Written	TBD
17.	Settlement and Reconciliation Manual	Written	TBD
15.	Reports Design Manual	Written	TBD
19.	Training Plan and Materials	Written	TBD
20.	Test Plan and Scripts	Written	TBD
21	Continuation of Business Plan	Written	TBD
22.	Participant Training Brochure in English & Spanish	Written	TBD
24.	Weekly status reports during project implementation	Written	TBD

Contractor Initials: MPC
9/5/17

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC (eWIC)
CONTRACT 2017-052
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

1.1. Not to Exceed

This is a Not to Exceed (NTE) with a maximum contract value as referenced in form P-37, Block 1.8 Price Limitation for the period between the Effective Date through June 30, 2021. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the Department for the following activities, Deliverables or milestones appearing in the price and payment tables below.

2. CONTRACT PRICE

2.1. 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 Department exceed Total Contract Price as referenced in Form P-37, Block 1.8, Price Limitation. The payment by the Department of the total Contract Price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

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

2.3. The pricing structure for eWIC services shall be as follows:

CPCM is based on the number of active WIC EBT cases for that billing calendar month. An active WIC EBT case is a unique family ID (household ID) that had benefits become active within the billing calendar month. The total CPCM for the month is based on the total number of families statewide where benefits became active during the month.

Total dollar amounts for Cost Per Case Month (CPCM) are acknowledged to be variable based on caseload, in accordance with the pricing structure defined in Vendor Proposal Response to RFP Northeast Coalition of States section 14.10.14, NCS WIC CPCM (household). Costs for stand-beside terminals leasing and other items are Per Unit Prices as indicated in the tables.

3. INVOICING

3.1. The Contractor shall submit correct invoices to the Department for all amounts to be paid by the Department. All invoices submitted shall be subject to the Department's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the Department and contain detailed information, including without limitation: itemization of each milestone for which payment is sought; and the Acceptance date triggering such payment, date of delivery and/or installation; monthly lease and/or maintenance charges; and any other Project costs or retention amounts if applicable.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC (eWIC)
CONTRACT 2017-052
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

3.2. Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the Department will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

3.3. Invoices shall be sent to:

Lissa Sirois
WIC Director, Division of Public Health Services
NH Department of Health and Human Services
29 Hazen Drive, Concord, NH 03301

3.4. Startup Payments

The Contractor shall submit an invoice request for payment of ***Start-up Costs*** not to exceed $250,000 and shall be disbursed as follows. Payment terms for the flat fee startup costs are per the RFP Response Section 14.10.13 NCS WIC Transition/Conversion & Start Up Pricing as follows. All deliverable payments will be invoiced immediately upon acceptance of proof of completion of each milestone. This is intended as a start-up payment, so all partial payments should be received prior to Pilot & Evaluation. When the Pilot & Evaluation Phase begins, the Cost Per Case Month (CPCM) takes effect:

3.4.1. Upon completion and approval of the Project Management Plan and Project Kick-off Meeting, the Contractor shall submit an invoice in an amount not to exceed fifty thousand dollars ($50,000).

3.4.2. Upon completion and approval of the Project Schedule, Implementation Plan, Vendor Assessment, and Vendor Enablement and Certification Plan, the Contractor shall submit an invoice in an amount not to exceed fifty thousand dollars ($50,000).

3.4.3. Upon completion and approval of the System Design Documents, MIS Interface Specifications, Integrated Vendor Interface Specifications and Integrated Vendor Test Scripts, IVR Scripts, System Security Plan, Administrative Functions Manual, Settlement and Reconciliation Manual and Reports Design Manual the Contractor shall submit an invoice in an amount not to exceed fifty thousand dollars ($50,000).

3.4.4. Upon completion and approval of Training Plan and Materials, Test Plan and Scripts, and Continuation of Business Plan, and Operations and Interface Procedure Manual, the Contractor shall submit an invoice in the amount not to exceed one hundred thousand dollars ($100,000).

Start-Up Payments			
Deliverable Milestone	Proof of Completion	Due Date	Payment
Kick-Off Meeting and	Upon completion and NH DHHS approval	Within 14 days of approval of G&C	$50,000

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC (eWIC)
CONTRACT 2017-052
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

Project Management Plan (PMP)	of Project Management Plan and Kick Off Meeting minutes		
Project Schedule, Implementation Plan, Vendor Assessment Survey, Vendor Enablement and Certification Plan	Upon completion and NH DHHS approval.	According to PMP	$50,000
System Design Document, MIS Interface Specifications, Integrated Vendor Interface Specifications and Integrated Vendor Test Scripts, IVR Scripts, System Security Plan, Administrative Functions Manual, Settlement and Reconciliation Manual and Reports Design Manual	Upon completion and NH DHHS approval.	According to PMP	$50,000
Training Plan and Materials, Test Plan and Scripts, Continuation of Business Plan, and Operations and Interface Procedure Manual	Upon completion and NH DHHS approval	According to PMP	$100,000

3.5 Cost Per Case Month (CPCM)

The Contractor shall begin submittal of monthly invoices for Cost Per Case Month (CPCM) during the Pilot and Roll-out phase of the project. CPCM payments will begin during the Pilot & Evaluation phase as defined in RFP Proposal Section 14.10.14 NCS WIC CPCM (Household).

NH WIC CPCM PRICING

CSA Active WIC Cases for the Billing Month	WIC CPCM
Less than 60,000	$0.95
60,001 to 70,000	$0.85
70,001 to 120,000	$0.65
120,001 – 140,000	$0.52

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC (eWIC)
CONTRACT 2017-052
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

NH WIC CPCM PRICING

CSA Active WIC Cases for the Billing Month	WIC CPCM
140,0001 – 160,000	$0.48
160,001 to 450,000	$0.45
Over 450,000	$0.44

3.6 Production Card Pricing

As described in RFP Proposal Section 14.10.6 and 14.10.8, production cards will be invoiced in the month the order is delivered to the State at the agreed upon rate defined in the table below.

Proposal Table	14.10-7	14.10-10	14.10-10
	State Design	Up to (4) colors	embossing (raised PAN)
1-1,000	$ 0.23	$ 0.06	$ 0.04
1,001-5,000	$ 0.20	$ 0.06	$ 0.04
5,001-10,000	$ 0.20	$ 0.06	$ 0.04
10,001-15,000	$ 0.15	$ 0.06	$ 0.04
15,001-20,000	$ 0.15	$ 0.06	$ 0.04
20,001-50,000	$ 0.12	$ 0.06	$ 0.04

3.7 Card Design

Per RFP Proposal Section 14.10, there is no fee associated with WIC-Specific Card Design.

3.8 WIC Stand-beside POS with Hand Held Pad Equipment

Equipment payments will be invoiced monthly for installed units, at pre-authorized NH vendors, at the rates defined in the RFP Proposal Section 14.10.15 NCS WIC Per-Unit Hardware Prices. A unit installed at a vendor for any part of the month will be counted as an installed unit for the entire month, and the price not pro-rated for partial month installation.

Description	Installed Price per Unit	Estimated Qty
Monthly lease price, including maintenance and supplies, per WIC EBT-only POS terminal with hand-held PIN pad, printer and scanner.	$15.00	30
Monthly maintenance fee, including supplies, per WIC EBT-only POS terminal with hand-held PIN pad, printer and scanner.	$1.70	30

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC (eWIC)
CONTRACT 2017-052
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

3.9 Cardholder Training Materials

Based on details provided in the RFP Response Section 14.10, pricing for the cardholder training brochure printing is as follows. Electronic copy of training brochure in English and Spanish is included at no charge.

Description	**Pricing**
Training brochure price per thousand (1,000)	$100
Training brochure price per hundred thousand (100,000)	$7,600

3.10 State/Local District Training Materials Pricing

Description	**Pricing**
State/ Local Training Materials Start-Up	$2,000
State/ Local Training Materials Hard Copies (each)	$2.65

3.11 Estimated Contract Total

The maximum amount of this Contract shall not exceed $594,037 including $250,000 for eWIC Start-Up Costs. The maximum amount is not intended under this Contract as any form of a guaranteed amount.

Deliverable Milestone	**Unit Cost**	**Time period**	**CPCM/Qty**	**Sub-Total**	**Total Estimated Cost**
Start-Up costs					$250,000
Pilot CPCM	Per table	June-Aug 2018	7,800	$5,700	$5,700
Rollout Phase 1	Per table	September 2018	6,903	$4,750	$4,750
Rollout Phase 2	Per table	October 2018	8,733	$6,650	$6,650
Rollout Phase 3	Per table	November 2018	10,000	$9,500	$9,500
	Per table	December 2018	10,000	$9,500	$9,500
Ongoing Operational CPCM	Per table	Jan 2019-Dec 2019	120,000	$114,000	$114,000
		Jan 2020-Dec 2020	120,000	$114,000	$114,000
		Jan 2021- June 2021	60,000	$57,000	$57,000
POS Stand-beside devices (lease) with maintenance	$16.70	June 2018-June 2021	30		$18,537
Card Design	$0		20,001		$0
Blank Card Production	Per table	June 2018-June 2021	20,001		$2,400

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC (eWIC)
CONTRACT 2017-052
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

Cardholder Training Materials (electronic)	No cost				$0
State Training Materials Start-Up	$2,000				$2,000
Total Estimated Contract Cost					**$594,037**

4. **PAYMENT ADDRESS**

4.1. All payments shall be sent to the following address:

Conduent State and Local Solutions, Inc.
10 Milestone Center Drive
Germantown, MD 20876

5. **OVERPAYMENTS TO CONTRACTOR**

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

6. **CREDITS**

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC (eWIC)
CONTRACT 2017-052
EXHIBIT C
SPECIAL PROVISIONS

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

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State 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, provided that the State shall not withhold compensation for Services already provide prior to the effective date of 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.

2. Subparagraph 5.2 of the General Provisions of this contract, Contract Price/Price Limitation Payment, is replaced as follows:

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 payment liability to the Contractor other than the contract price, provided that the State shall not withhold compensation for Services already provided prior to the effective date of termination.

3. Subparagraph 6.1 of the General Provisions of this contract, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, is replaced as follows:

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable 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.

4. Subparagraph 6.3 of the General Provisions of this contract, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, is replaced as follows:

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all applicable 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.

5. Subparagraph 7.2 of the General Provisions of this contract, Personnel, is replaced as follows:

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, neither Party shall hire, nor 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

Contractor Initials: MPC
9/15/17

involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

6. 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.

7. Subparagraph 14 of the General Provisions of this contract, Insurance, is replaced as follows:

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 commercial general liability insurance against all claims of bodily injury, death or property damage, in combined single limit amounts of not less than $1,000,000 per occurrence and $2,000,000 general aggregate;

14.1.2 If applicable, fire and extended coverage insurance covering all of the Contractor's business personal property equipment subject to subparagraph 9.2 herein while such equipment is in the Contractor's care, custody, and control, 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 standard ACORD form type 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, a standard ACORD form type certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than 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. Contractor shall provide standard notice of cancellation or certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the

 Contractor Initials: MPC
9/15/17

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC (eWIC)
CONTRACT 2017-052
EXHIBIT C
SPECIAL PROVISIONS

Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation of the policy.

8. Subparagraph 15.2 of the General Provisions of this contract, Workers' Compensation, is replaced as follows:

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. Such evidence of insurance may be in the form of a standard ACORD form type certificate of insurance. 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.

Contractor Initials: MPC
9/15/17

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC (eWIC)
CONTRACT 2017-052
EXHIBIT D
ADMINISTRATIVE SERVICES

1. TRAVEL EXPENSES

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

2. SHIPPING AND DELIVERY FEE EXEMPTION

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

3. ACCESS COOPERATION

3.1. As applicable, and subject to the applicable laws and regulations, the Department will provide the Contractor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

3.2. The Department will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Contractor to perform its obligations under the Contract.

4. DEPARTMENT OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

4.1. The Contractor shall provide the Department access to all Department-owned documents, materials, reports, and other work in progress relating to this Contract. Upon expiration or termination of the Contract with the Department, the Contractor shall turn over all Department-owned documents, material, reports, and work in progress relating to this Contract to the Department at no additional cost to the Department. Documents must be provided in both printed and electronic format.

5. RECORDS RETENTION AND ACCESS REQUIREMENTS

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

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

Contractor Initials: MPC
9/15/17

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

5.4. The Department agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Contractor's cost structure and profit factors shall be excluded from the Department's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

6. ACCOUNTING REQUIREMENTS

6.1. The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles. The costs applicable to the Contract shall be ascertainable from the accounting system and the Contractor shall maintain records pertaining to the Services and all other costs and expenditures.

Contractor Initials: MPC
9/15/17

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC (eWIC)
CONTRACT 2017-052
EXHIBIT E
IMPLEMENTATION SERVICES

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Contractor Initials: MPC
9/15/17

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC (eWIC)
CONTRACT 2017-052
EXHIBIT F
TESTING SERVICES

RESERVED

Contractor Initials: MPC
9/12/17

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC (eWIC)
CONTRACT 2017-052
EXHIBIT G
IMPLEMENTATION SERVICES

1. SYSTEM MAINTENANCE

1.1. The Contractor shall maintain and support the System in all material respects as described in the applicable program Documentation through the contract end date.

1.2. The Contractor shall maintain the Application System in accordance with the Contract.

1.3. The Contractor will not be responsible for maintenance or support for Software developed or modified by the Department.

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

2. SYSTEM SUPPORT

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

3. SUPPORT OBLIGATIONS AND TERM

3.1. The Contractor shall repair or replace Software and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract.

3.2. The Contractor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the Department.

3.3. For all maintenance Service calls, the Contractor shall ensure the following information will be collected and maintained: nature of Deficiency; current status of the Deficiency; action plans, dates and times; expected and actual completion time; Deficiency resolution information; Resolved by; Identifying number i.e. work order number; and Issue identified by.

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

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

Contractor Initials: MPC
9/15/17

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC (eWIC)
CONTRACT 2017-052
EXHIBIT H
REQUIREMENTS

APPLICATION REQUIREMENTS					
State Requirements					
Req #	Requirement Description	Criticality			
GENERAL SPECIFICATIONS					
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M			
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M			
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M			

Contractor Initials: MPC
9/15/17

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC (eWIC)
CONTRACT 2017-052
EXHIBIT I
WORK PLAN

1. **Finalize Work Plan**

1.1. The Contractor's Project Manager and the Department State Project manager shall finalize the Project Management Plan/Work Plan within 14 of days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with the Contractor's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and the Department Project Managers.

1.2. The preliminary Work Plan created by the Contractor and the Department is set forth at the end of this Exhibit.

2. **ASSUMPTIONS**

2.1. **General**

2.1.1. The Department shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document Department Staffing Matrix.

2.1.2. All Department tasks must be performed in accordance with the revised Work Plan.

2.1.3. All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the Department Project Manager for resolution.

2.1.4. Any activities, decisions or issues taken on by the Department that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.

2.1.5. The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

2.2. **Project Management**

2.2.1. The Department shall approve the Project Management Methodology used for the Project.

2.2.2. The Department shall provide the Project Team with reasonable access to the Department personnel as needed to complete Project tasks.

2.2.3. A Project folder created within the State system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. The Contractor's Project Manager will establish and maintain this folder. The Department Project Manager shall approve access for the Department team.

Contractor Initials: MPC
9/15/17

Documentation can be stored locally for the Contractor and Department team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.

2.2.4. The Contractor assumes that an Alternate Project Manage may be appointed from time to time to handle reasonable ordinary absences of the Project Manager.

2.3. **Conversions**

2.3.1. The Contractor Team's proposal is based on the assumption that the State's technical team is capable of implementing, with assistance from the Contractor's technical team, a subset of the conversions. The Contractor's Team shall lead the Department with the mapping of the legacy Data to the Contractor applications.

2.3.2. Additionally, the Contractor Team shall:

2.3.2.1. Provide the Department with the Contractor's Interface Control Document (ICD).

2.3.2.2. Provide guidance and assistance as referenced in Exhibit P.

2.3.2.3. Lead the review of functional and technical Specifications.

2.3.2.4. Assist with the resolution of problems and issues associated with the development and Implementation of the conversions.

2.4. **Reporting**

2.4.1. The Contractor shall conduct weekly status meetings, and provide reports that include, but are not limited to; minutes, action items, test results, and Documentation.

2.5. **User Training – as defined in Exhibit P**

2.5.1. The Contractor Team shall lead the development of the end-user training plan.

2.5.2. A train the trainer approach shall be used for the delivery of end-user training.

2.5.3. The Department shall schedule and track attendance on all end-user training classes.

2.6. **Performance and Security Testing**

2.6.1. The Contractor Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.

2.6.2. The Department shall work with the Contractor on performance testing as set forth in Contract, Exhibit P

3. ROLES AND RESPONSIBILITIES

3.1. **Contractor Team Roles and Responsibilities**

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC (eWIC)
CONTRACT 2017-052
EXHIBIT I
WORK PLAN

3.1.1. **Contractor Team Project Executive** – The Contractor Team's Project Executives (Contractor and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Implementation throughout the Project life cycle. The Project Executive shall advise the Contractor Team Project Manager and the Department's Project leadership on the best practices for implementing the Contractor Software Solution within the Department. The Project Executive shall participate in the definition of the Project Plan and provide guidance to the Department's Team.

3.1.2. **Contractor Team Project Manager** – The Contractor Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the Contractor Implementation Team. The Contractor Team Project Manager will have the following responsibilities.

3.1.2.1. Maintain communications with the Department's Project Manager;
3.1.2.2. Work with the Department in planning and conducting a kick-off meeting;
3.1.2.3. Create and maintain the Work Plan;
3.1.2.4. Assign Contractor Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
3.1.2.5. Define roles and responsibilities of all Contractor Team members;
3.1.2.6. Provide weekly and monthly update progress reports to the Department Project Manager;
3.1.2.7. Notify the Department Project Manager of requirements for the Department resources in order to provide sufficient lead time for resources to be made available;
3.1.2.8. Review task progress for time, quality, and accuracy in order to achieve progress;
3.1.2.9. Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
3.1.2.10. Implement scope and Schedule changes as authorized by the Department Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
3.1.2.11. Inform the Department Project Manager and staff of any urgent issues if and when they arise; and
3.1.2.12. Provide the Department completed Project Deliverables and obtain sign-off from the Department's Project Manager.

3.1.3. **Contractor Team Analysis** – The Contractor Team shall conduct analysis of requirements by application, and perform business requirements mapping:

3.1.3.1. Construct and confirm application test case scenarios;

Contractor Initials: MPC
9/15/17

3.1.3.2. Produce application configuration definitions and configure the applications;

3.1.3.3. Conduct testing of the configured application;

3.1.3.4. Produce functional Specifications for extensions, conversions, and interfaces;

3.1.3.5. Assist the Department in the testing of extensions, conversions, and interfaces;

3.1.3.6. Assist the Department in execution of the Department's Acceptance Test;

3.1.3.7. Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the Department;

3.1.3.8. Assist with the correction of configuration problems identified during system, integration and Acceptance Testing: and

3.1.3.9. Assist with the transition to production.

3.1.4. **Contractor Team Tasks** – The Contractor team shall assume the following tasks:

3.1.4.1. Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;

3.1.4.2. Development and Documentation of conversions and interface programs in accordance with functional and technical Specifications;

3.1.4.3. Development and Documentation of installation procedures;

3.1.4.4. Development and execution of unit test scripts;

3.1.4.5. Unit testing of conversions and interfaces developed; and

3.1.4.6. System Integration Testing.

3.2. **Department Roles and Responsibilities** – The following Department resources have been identified for the Project. The time demands on the individual Department team members will vary depending on the phase and specific tasks of the Implementation. The demands on the Subject Matter Experts' time will vary based on the need determined by the Department Leads and the phase of the Implementation.

3.2.1. **Department Project Manager** – The Department Project Manager shall work side-by-side with the Contractor Project Manager. The role of the Department Project Manager is to manage Department resources, facilitate completion of all tasks assigned to Department staff, and communicate Project status on a regular basis. The Department Project Manager represents the Department in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary state resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The Department Project Manager has the following responsibilities:

3.2.1.1. Plan and conduct a kick-off meeting with assistance from the Contractor team;

3.2.1.2. Assist the Contractor Project Manager in the development of a detailed Work Plan;

3.2.1.3. Identify and secure the Department Project Team members in accordance with the Work Plan;

3.2.1.4. Define roles and responsibilities of all Department Project Team members assigned to the Project;

3.2.1.5. Identify and secure access to additional Department end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;

3.2.1.6. Communicate issues to Department management as necessary to secure resolution of any matter that cannot be addressed at the Project level;

3.2.1.7. Inform the Contractor Project Manager of any urgent issues if and when they arise; and

3.2.1.8. Assist the Contractor team staff to obtain requested information if and when required to perform certain Project tasks.

3.2.2. **Department Subject Matter Expert(s) (SME)** – The role of the Department SME is to assist application teams with an understanding of the Department's current business practices and processes, provide agency knowledge, and participate in the Implementation. Responsibilities of the SME include the following:

3.2.2.1. Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;

3.2.2.2. Assist in validating and documenting user requirements, as needed;

3.2.2.3. Assist in mapping business requirements;

3.2.2.4. Assist in constructing test scripts and data;

3.2.2.5. Assist in System Integration and Acceptance Testing;

3.2.2.6. Assist in performing conversion and integration testing and Data verification;

3.2.2.7. Attend Project meetings when requested; and

3.2.2.8. Assist in training end users in the use of the Contractor Software Solution and the business processes the application supports.

3.2.3. **Department Technical Lead and Architect** – The Department's Technical Lead and Architect reports to the Department's Project Manager and is responsible for leading and managing the Department's technical tasks. Responsibilities include:

3.2.3.1. Attend technical training as necessary to support the Project;

3.2.3.2. Assist the Department and Contractor Team Project Managers to establish the detailed Work Plan;

3.2.3.3. Manage the day-to-day activities of the Department's technical resources assigned to the Project;

3.2.3.4. Work with the Department of Information Technology management to obtain technical resources in accordance with the Work Plan;

3.2.3.5. Work with the Contractor Technical Lead and the Department's selected hardware Contractor to architect and establish an appropriate hardware platform for the Department's Project development and production environments;

3.2.3.6. Work in partnership with the Contractor and lead the Department technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor Deliverable and it will be expected that the Contractor will lead the overall effort with support and assistance from the Department; and

3.2.3.7. Represent the technical efforts of the Department at weekly Project meetings.

3.2.4. **Department Application DBA – Department of Information Technology (DoIT)** – The role of the Department Application DBA(s) is to work closely with the Contractor Team to install and maintain the Application environments throughout the duration of the Project. It is important that the Department Application DBA(s) assumes responsibility for the support of these environments as soon as possible and conducts the following responsibilities throughout the Implementation Project: Responsibilities include:

3.2.4.1. Attend Application DBA training and acquire in-depth technical knowledge of applications DBA responsibilities, if the DBA has not already done so;

3.2.4.2. Work with the Contractor to finalize machine, site, and production configuration;

3.2.4.3. Work with the Contractor to finalize logical and physical database configurations;

3.2.4.4. Work with the Contractor to install the Contractor tools and Contractor Applications for the development and training environment;

3.2.4.5. Work with the Contractor to clone additional application instances as needed by the application teams;

3.2.4.6. Work with the Contractor and the Application teams to establish and manage an instance management plan throughout the Project;

3.2.4.7. Assume responsibility for the database administration functions, upon transfer of the Application to the Department's hardware platform;

3.2.4.8. Develop and maintain role-based security as defined by the Application Teams;

3.2.4.9. Establish new Contractor Application user Ids; and

3.2.4.10. Configure menus, request groups, security roles, and custom responsibilities.

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9/15/17

3.2.5. **Department Network Administrator (DoIT)** – The Department Network Administrator will provide technical support regarding networking requirements administration. Responsibilities include:

3.2.5.1. Assess the ability to the Department's overall network architecture and capacity to adequately support implemented applications;

3.2.5.2. Establish connections among the database and application servers; and

3.2.5.3. Establish connections among the desktop devices and the Application and database servers.

3.2.6. **Department Testing Administrator** – The Department's Testing Administrator will coordinate the Department's testing efforts. Responsibilities include:

3.2.6.1. Coordinating the development of system, integration, performance, and Acceptance Test plans;

3.2.6.2. Coordinating system, integration, performance, and Acceptance Tests;

3.2.6.3. Ensuring that proposed process changes are considered by process owners;

3.2.6.4. Establish priorities of Deficiencies requiring resolution; and

3.2.6.5. Tracking Deficiencies through resolution.

3.2.6.6.

3.3. **Conversion Testing Responsibilities**

3.3.1. The Contractor Team and the Department, based on their assigned conversion responsibilities, as set forth in Contract Exhibit F: *Testing Services* shall identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the business process, and compare with the documented expected results.

3.3.2. The Contractor Team and the Department, based on their assigned conversation responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.

3.3.3. The Department is responsible for documenting the technical Specifications of all programs that extract and format Data from the legacy systems for use by the conversion processes.

3.3.4. The Contractor Team and the Department, based on their assigned conversion responsibilities, shall develop and unit test their assigned conversions.

3.3.5. The Department and the Contractor Teams shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.

3.3.6. The Department and the Contractor Team shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production.

4. INTERFACES

4.1. Interface Responsibilities –

4.1.1. The Contractor Team shall provide the Department Contractor Application Data requirements and examples, of data mappings and interfaces implemented on other Projects. The Contractor Team shall identify the APIs the Department should use in the design and development of the interface.

4.1.2. The Contractor Team shall lead the Department with the mapping of legacy Data to the Contractor Application.

4.1.3. The Contractor Team shall lead the review of functional and technical interface Specifications.

4.1.4. The Contractor Team shall assist the Department with the resolution of problems and issues associated with the development and Implementation of the interfaces.

4.1.5. The Contractor Team shall document the functional and technical Specifications for the interfaces.

4.1.6. The Contractor Team shall create the initial Test plan and related scripts to Unit Test the interface. The Department shall validate and accept.

4.1.7. The Contractor Team shall develop and Unit Test the interface.

4.1.8. The Department and the Contractor Team shall jointly verify and validate the accuracy and completeness of the interface.

4.1.9. The Department shall document the technical changes needed to legacy systems to accommodate the interface.

4.1.10. The Department shall develop and test all legacy application changes needed to accommodate the interface.

4.1.11. The Department and the Contractor Teams shall jointly construct test scripts and create any data needed to support testing the interfaces.

4.1.12. The Department is responsible for all data extracts and related formatting needed from legacy systems to support the interfaces.

4.1.13. The Department is responsible for documenting the procedures required to run the interfaces in production.

4.1.14. The Department is responsible for the scheduling of interface operation in production.

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC (eWIC)
CONTRACT 2017-052
EXHIBIT J
SOFTWARE LICENSE

RESERVED

Contractor Initials: MPC
9/19/17

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC (eWIC)
CONTRACT 2017-052
EXHIBIT K
WARRANTY AND WARRANTY SERVICES

1. **RESERVED**

Contractor Initials: MPC
9/15/17

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC (eWIC)
CONTRACT 2017-052
EXHIBIT L
TRAINING SERVICES

1. TRAINING SERVICES

1.1. The Contractor shall provide Training Services as detailed in Exhibit P, Program Requirements

Contractor Initials: MPC
9/12/17

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC (eWIC)
CONTRACT 2017-052
EXHIBIT M
RFP WITH ADDENDUMS, BY REFERENCE

1. Department of Health and Human Services, Request for Proposal, RFP Northeast Coalition of States, Regional Management Council, Electronic Benefits Transfer is hereby incorporated by reference as fully set for the herein.

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC (eWIC)
CONTRACT 2017-052
EXHIBIT N
VENDOR PROPOSAL, BY REFERENCE

1. Contractor Proposal to the Department of Health and Human Services, Regional Management Council, Electronic Benefits Transfer dated February 1, 2013 is hereby incorporated by reference as fully set forth herein.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC (eWIC)
CONTRACT 2017-052
EXHIBIT O
CERTIFICATES AND ATTACHMENTS

1. Attached are:

   1.1. Contractor Certificate of Vote/Authority
   1.2. Contractor Certificate of Good Standing
   1.3. Contractor Certificate of Insurance
   1.4. Exhibit P Program Requirements

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EXHIBIT P
PROGRAM REQUIREMENTS

TABLE OF CONTENTS

A. General Requirements 2
B. WIC Food Maintenance Requirements 5
C. Account Set-up and Benefit Authorization Requirements 6
D. Card Production and Management Requirements 9
E. Card and PIN Issuance Requirements 11
F. Transaction Processing Requirements 13
G. Settlement and Reconciliation Requirements 16
H. Administrative Functionality 20
I. Vendor Management Functionality 22
J. Cardholder Services Requirements 28
K. Batch Files 29
L. System Reporting Requirements 30
M. System Operations Requirements 32
N. Training Requirements 36
O. Security Requirements 38
P. Documentation Requirements 41
Q. Testing Requirements 50
R. Staffing Requirements 51

FOR=FNS Operating Rules
TIG=FNS Technical Implementation Guidance
UI=FNS WIC Universal Interface

EXHIBIT P
PROGRAM REQUIREMENTS

A. General Requirements

#	Function/Service	Comments
A.1	**eWIC Standards**	
A.1.1	The eWIC system shall conform to the most recent approved version used in the industry of the American National Standards Institute (ANSI) X9.93 standards and future updates.	
A.1.1.1	The eWIC system shall conform to the ANS x9.93-2:208 Financial Transaction Message - EBT- Part 1: Messages (and future updates) as described in the Technical Implementation Guide (TIG).	
A.1.2	The eWIC system shall conform to the FNS Operating Rules for WIC EBT dated 9/30/2014 or a later version mutually agreed to between the State and the Contractor.	
A.1.3	The eWIC system shall conform to the FNS WIC EBT Technical Implementation Guide (TIG) dated September 30, 2012 or a later version mutually agreed to between the State and the Contractor.	
A.1.4	The eWIC system shall provide an interface documented by the eWIC service provider in an Interface Control Document and that is in production and has been accepted for use in other states and that is based upon the June 2012 version of the FNS WIC Universal MIS-EBT Interface, or a later version mutually agreed to between the State and the Contractor. The provided interface may deviate from a published version of the FNS WIC Universal MIS-EBT Interface provided that the deviation has been accepted by other states and FNS, and is already incorporated into a production version. The specification will match the specifications used in other Contractor processed states.	
A.1.5	The eWIC system shall meet all applicable federal and state regulations, including WIC Regulations 7 CFR Part 246.	
A.1.6	The eWIC system and the eWIC service provider shall uphold the confidentiality of WIC participant information and WIC Vendor information to the extent required by §246.26 of the WIC Regulations (7 CFR Part 246).	
A.1.7	In the following order of precedence, the eWIC system shall process transactions in compliance with: - 7 CFR Part 246 and FNS WIC memos and guidance - FNS Operating Rules for WIC EBT - Prevailing industry technical and performance standards	
A.1.8	The eWIC service provider shall provide, at no cost to the State Agency WIC Program, any system software enhancements or upgrades developed on behalf of other WIC State Agencies. State may at its option elect to implement. The eWIC service provider may charge for any additional services; such as implementation, configuration, and materials beyond the provision of software.	
A.2	**Interface with the eWIC System**	
A.2.1	The eWIC service provider shall establish secure, connectivity between the eWIC system and the MIS to accommodate available and reliable message based system interfaces.	
A.2.1.1	The eWIC service provider shall establish secure, connectivity between the eWIC fail over system and the MIS.	

EXHIBIT P
PROGRAM REQUIREMENTS

#	Function/Service	Comments
A.2.1.2	The eWIC service provider shall establish secure, high performance connectivity between the eWIC system and the eWIC fail over system and the MIS disaster recovery system.	
A.2.1.3	The eWIC system shall accept and transmit data to and from the MIS in message based interface or in batch system interface (batch files). The system shall be able to accept batch files 24x7x365 with the exception of scheduled down time.	
A.2.2	Data transmitted and accepted by the eWIC system shall conform to the WIC Online EBT Files specifications found in the WIC EBT TIG and WUMEI.	
A.2.3	Data transmitted and accepted by the eWIC system shall conform to the WIC Online EBT Files Format specifications found in the WIC EBT TIG and WUMEI.	
A.2.4	The eWIC system shall conform to the WIC Online Message Structures, Messages and Transactions and Message Classes as defined by the WIC EBT TIG and WUMEI.	
A.2.5	The eWIC system shall be available during the State Agency WIC Program business hours for message based data transfer with the MIS. Business hours will be defined by the State Agency WIC Program during system design.	
A.2.5.1	The eWIC system shall be available 24 hours per day; seven days per week for batch file data transfer with the MIS.	
A.2.5.2	Scheduled maintenance of the eWIC system shall not exceed four (4) hours per month unless other timeframes are agreed upon by the State Agency WIC Program. With the exception of emergencies, advance notices of scheduled maintenance must be provided no less than 48 hours prior to the maintenance.	
A.2.5.3	The eWIC service provider shall provide the State Agency WIC Program with seven (7) day advance notification of any scheduled downtime outside of the time required for routine maintenance. Such downtime shall be pre-arranged with and approved by the State Agency WIC Program. At the discretion of the MSC WIC Programs, shorter notice may be approved dependent on the urgency of the situation.	
A.2.5.4	Down time shall be scheduled during periods of low transactions, e.g. between 1 AM and 5 AM State Agency Local Time. This time will be defined by the State Agency with the eWIC processor during the requirements validation phase of the project.	
A.2.5.5	The eWIC service provider shall provide the State Agency WIC Program with 30 days advance notice with the State Agency WIC Program's input and coordination, for routine maintenance downtime. The State Agency WIC Program understands that the dates may change due to a variety of factors and in such cases will not require another 30 day period before maintenance can be performed.	

EXHIBIT P
PROGRAM REQUIREMENTS

#	Function/Service	Comments
A.3	**Coordination with the MIS Contractor**	
A.3.1	The eWIC service provider shall coordinate design, development, testing, pilot and rollout activities with the MIS contractor.	

EXHIBIT P
PROGRAM REQUIREMENTS

B. WIC Food Maintenance Requirements

#	Function/Service	Comments
B.1	**Category/Subcategory Information**	
B.1.1	The eWIC system shall accept the initial WIC Category Sub-Category file generated by the MIS.	
B.1.2	The eWIC system shall accept WIC Category Sub-Category files containing changes and/or additions to the State Agency WIC Category Sub-Category file from the MIS data.	
B.2	**WIC UPC/PLU Data**	
B.2.1	The eWIC system shall accept the initial WIC UPC/Price Look-Up (PLU) file from the MIS that includes peer group pricing for each item.	
B.2.2	The eWIC system shall accept WIC UPC/PLU files containing changes and/or additions to the State Agency WIC UPC/PLU database that includes peer group pricing for each item.	
B.2.3	The WIC UPC/PLU file shall be in the format and contain data as described in Interface Control Document provided by the eWIC service provider in compliance with Requirement A.1.4 in this document.	
B.2.3.1	Upon receipt of the UPC/PLU file, eWIC system shall validate whether the UPC/PLU data already exists for the State Agency WIC Program.	
B.2.3.2	If the UPC/PLU data does not exist, the eWIC system shall add the UPC/PLU data.	
B.2.4	The eWIC system shall accept WIC UPC/PLU files containing deactivations of specific UPCs or PLUs.	
B.2.4.1	Upon validation, the eWIC system shall deactivate the existing data on the designated end date.	
B.3	**Access to APL**	
B.3.1	The eWIC system shall provide user and WIC Vendor access to the approved product list (APL). The MIS will generate the Category/Subcategory file and UPC/PLU file and remit to the eWIC system which will create the APLs.	
B.3.1.1	At a minimum, the eWIC system shall generate the APLs on a daily basis.	
B.3.1.2	APLs shall be created 7 days per week.	
B.3.1.5	The eWIC system shall make the APLs file available on a secure data retrieval site for download by WIC Vendors. The APL shall not display not-to-exceed (NTE) data.	
B.3.1.6	The eWIC system shall make the APLs file available on a secure data retrieval site for download by third party processors. The APLs shall not display NTE data.	

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EXHIBIT P
PROGRAM REQUIREMENTS

C. Account Set-up and Benefit Authorization Requirements

#	Function/Service	Comments
C.1	**Create EBA**	
C.1.1	The eWIC system shall receive account set-up messages from the MIS with household identifiers such as birth dates and zip codes and associated household demographics.	
C.1.1.1	The eWIC system shall validate the uniqueness of the MIS household ID (no duplicate IDs allowed).	
C.1.1.2	At a minimum, the eWIC system shall accept the type of account (e.g., household, compliance) and the MIS household ID.	
C.1.1.3	The eWIC system shall accept demographic data. Limiting the amount of personally identifying information (PII) to data that is needed for use of the IVR or web portal is preferred. The eWIC service provider will protect any participant or vendor PII data that is under its control.	
C.1.1.4	The eWIC system shall make the EBA update immediately.	
C.1.1.5	The eWIC system shall establish an Electronic Benefit Account (EBA) for the household and assign a unique EBA ID.	
C.2	**Maintain EBA**	
C.2.1	The eWIC system shall accept messages from the MIS to change the MIS family EBT status.	
C.2.1.1	The eWIC system shall validate that the original MIS family ID exists.	
C.2.1.2	If the account status has changed, then the eWIC system shall change the account status.	
C.2.1.3	If the MIS account is deactivated, the eWIC system shall purge the remaining benefits upon their expiration date.	
C.2.2	The eWIC system shall accept messages from the MIS to change the household demographic data.	
C.2.2.1	The eWIC system shall validate the MIS family ID exists.	
C.2.2.2	The eWIC system shall update household demographic data.	
C.2.3	The eWIC system shall provide via message data detailed EBA information upon request from the MIS using the MIS family ID or a household cardholder's primary account number (PAN).	
C.3	**Add or Update Benefits to the EBA**	
C.3.1	The eWIC system shall receive message data for benefit issuance from the MIS.	
C.3.1.1	The eWIC system shall validate that the MIS family ID and the EBA exist and are active.	

EXHIBIT P
PROGRAM REQUIREMENTS

#	Function/Service	Comments
C.3.1.2	The eWIC system shall validate that the benefit issuance records are correct in format, including a valid combination of Category code and Sub-Category code and that the Benefit ID is unique.	
C.3.1.3	The eWIC system shall reject duplicate benefit issuance and remit a message to the MIS informing the MIS of the reject and reason for reject.	
C.3.1.4	The eWIC system shall validate that the benefit quantity (units available) for the Category code and Sub-Category code on a given date does not exceed the maximum balance (999.99).	
C.3.1.5	The eWIC system shall allow benefit issuance for current and future months.	
C.3.1.6	The eWIC system shall allow more than one issuance to a household for a single month.	
C.3.2	The eWIC system shall receive message data of benefit voids (debits) from the MIS.	
C.3.2.1	The eWIC system shall validate that the MIS family ID and EBA exist and are active.	
C.4	**Maintain EBA Benefits and Benefit Availability**	
C.4.1	The eWIC system shall maintain the WIC benefit account structure, to include benefit beginning and end dates.	
C.4.1.1	The eWIC system shall accurately maintain EBA account balances by Category/Sub-Category.	
C.4.1.2	The eWIC system shall ensure that benefits being purchased are drawn from the appropriate Category/Sub-Category.	
C.4.1.3	The eWIC system shall ensure that benefit accounts are not overdrawn.	
C.4.2	The eWIC system shall store and manage benefits based on the availability dates received from the MIS.	
C.4.2.1	The eWIC system shall ensure benefits are made available on their availability date and time (midnight).	
C.4.2.2	The eWIC system shall ensure that unused benefits are expired on their expiration date and time. Expiration time shall be 11:59 PM.	
C.4.2.3	The IVR and participant portal must reflect accurate benefit availability based on local time	
C.4.2.4	The eWIC system shall ensure benefits may not be redeemed before begin date and time or after end date and time.	
C.4.3	The eWIC system shall provide via message data the benefit balance information for a specific EBA.	
C.4.3.1	The eWIC system shall validate that the MIS family ID exists and is active.	
C.4.3.2	If benefit begin and end dates are not provided in the request, the eWIC system shall only return records where the current date is between the begin and end benefit dates.	

EXHIBIT P
PROGRAM REQUIREMENTS

#	Function/Service	Comments
C.5	**Benefit History**	
C.5.1	The eWIC system shall provide via message data the benefit maintenance history for a specific EBA.	
C.5.1.1	The eWIC system shall validate that the MIS family ID and the EBA exist and are active.	
C.5.1.2	If the MIS family ID is sent, then the eWIC system shall return the benefit maintenance history for the household. If a PAN is sent, then the eWIC system shall return the benefit maintenance history for the PAN.	
C.5.2	The eWIC system shall provide via message data the benefit redemption history for a specific EBA.	
C.5.2.1	The eWIC system shall validate that the MIS family ID and EBA exist and are active.	
C.5.2.2	If the MIS family ID is sent, then the eWIC system shall return the benefit redemption history for the household. If a PAN (card number) is sent, then the eWIC system shall return the benefit redemption history for the card.	

EXHIBIT P
PROGRAM REQUIREMENTS

D. Card Production and Management Requirements

#	Function/Service	Comments
D.1	**Produce Magnetic Stripe Cards**	
D.1.1	The eWIC service provider shall provide the eWIC card.	
D.1.1.1	The eWIC card shall be compliant with International Organization for Standardization (ISO) 7810:2003, Identification cards - Physical characteristics.	
D.1.1.2	The eWIC card design created by the eWIC service provider shall be unique to the State Agency WIC Program and subject to the State Agency WIC Program approval.	
D.1.1.3	The obverse graphics of the eWIC card shall be produced using a four-color printing process.	
D.1.1.4	The reverse of the eWIC card shall have a tamper-evident signature panel.	
D.1.1.5	The reverse of the eWIC card shall have a high coercivity magnetic stripe.	
D.1.1.6	Track 2 of the magnetic stripe shall be encoded according to ISO standard for financial cards: ISO 7811, 7812 and 7813.	
D.1.1.7	The reverse of the eWIC card shall have printed information as specified by the State Agency WIC Program.	
D.1.1.8	The eWIC card shall contain a mark, brand or wording that identifies it as being associated with the State Agency WIC Program. Such identification is to be agreed upon with the State Agency WIC Program.	
D.1.1.9	The eWIC card shall not contain the mark or brand of any debit/credit network.	
D.1.2	The eWIC card shall contain a 16 digit Primary Account Number (PAN) to identify the cardholder.	
D.1.2.1	The PAN printed on obverse of the card shall be in a contrasting color.	
D.1.2.2	The PAN of the eWIC card shall use the State Agency's Bank Identification Number/Issuer Identification Number (BIN/IIN).	
D.1.2.3	The PANs for new cards shall not duplicate any eWIC service provider's card numbers already in use.	
D.1.2.4	The PAN layout shall be as follows:	
	Position 1-6 BIN	
	Position 7-9 Discretionary (refer to FOR 8.1.c for possible uses)	
	Position 10-15 Cardholder ID	
	Position 16 Check Digit	

EXHIBIT P
PROGRAM REQUIREMENTS

#	Function/Service	Comments
D.2	**Provision of eWIC Cards**	
D.2.1	The eWIC card provider shall distribute/deliver eWIC cards to a single address at the State Agency for State Agency distribution to clinics or to Local Agencies Directly.	
D.1.3D.2.1.1	The eWIC card provider shall maintain card inventory controls.	
D.2.1.2	eWIC cards shall be shipped with logical numbering and inventory lists.	
D.2.1.3	eWIC cards shall be packed in sealed cartons, not to exceed 250 cards per cartons.	
D.1.3.1D.2.1.4	eWIC cards shall be packed in numeric sequence from lowest to highest	
D.1.3.2D.2.1.5	Subsequent shipments shall begin with the next card number in sequential order from the previous shipment.	
D.1.3.3D.2.1.6	eWIC card sleeves shall be shipped in cartons, not to exceed 6 cartons per box. As few as one.	
D.1.4D.2.2	The NH WIC Program shall retain ownership of all NH eWIC cards produced and not issued at the end of the contract term. During Pilot and Statewide rollout, contractor will ship cards to the State at least thirty (30) days prior to the respective scheduled pilot or rollout dates. To allow adequate time for card production, the State will provide the requested quantities at least 90 days prior to the requested delivery dates.	

EXHIBIT P
PROGRAM REQUIREMENTS

E. Card and PIN Issuance Requirements

#	Function/Service	Comments
E.1	**Add Card/Cardholder**	
E.1.1	The eWIC system shall receive card issuance message data from the MIS.	
E.1.1.1	The eWIC system shall validate that the MIS family ID exists and is active.	
E.1.1.2	The cardholder type code is "primary". The eWIC system shall validate that there is not already an active primary cardholder associated with the account. The State Agency intends to issue only one card per household, but reserves the right to choose to issue multiple cards at a future date.	
E.1.1.3	The eWIC system shall create a new cardholder record and associate the cardholder with the given card and the household EBA.	
E.2	**Update Card/Cardholder**	
E.2.1	The eWIC system shall receive eWIC updated card message data from the MIS.	
E.2.1.1	The eWIC system shall validate that the card is active and assigned.	
E.2.1.2	The eWIC system shall change the card status to the new value.	
E.2.1.3	The eWIC system shall validate that the replacement card number exists and has not previously been issued.	
E.2.1.4	If the cardholder currently has an active card, then the eWIC system shall change the existing active card status to deactivated.	
E.2.1.5	The eWIC system shall allow the cardholder's existing PIN to transfer to the new card.	
E.2.2	The eWIC system shall receive eWIC updated cardholder message data from the MIS.	
E.2.2.1	The eWIC system shall validate that the card is active and assigned.	
E.2.2.2	The eWIC system shall validate that the replacement card number exists and has not previously been issued.	
E.3	**Maintain Card History**	
E.3.1	The eWIC system shall maintain a history of cards assigned to households and cardholders.	
E.3.2	The eWIC system shall provide message data in response to a request from the MIS for a history of all eWIC cards that have been assigned to a household.	
E.3.3	The eWIC system shall remit card history message data to the MIS (e.g., card activation date, card status changes, cardholder changes, card deactivation date).	

EXHIBIT P
PROGRAM REQUIREMENTS

#	Function/Service	Comments
E.4	**PIN Selection Terminals**	
E.4.1.1	PIN security and management shall conform to ISO 9564.	
E.4.1.2	The PIN selection device shall accept and securely encrypt 4 digit PINs. NH will use a 4 digit PIN.	
E.4.1.3	The PIN selection device shall not display the PIN in text, print, or electronically record or write out the PIN.	
E.5	**PIN Selection**	
E.5.1	The eWIC system shall provide functionality for a cardholder to select or change (update) a PIN remotely by phone call to the eWIC client IVR system.	
E.5.2.1	The eWIC system shall validate that the card number is active and associated with a valid EBA.	
E.5.2.2	The eWIC system shall validate that the identity of the person requesting the PIN change by requesting DOB and zip code.	
E.5.3	The eWIC service provider shall support the transfer of PINs associated with existing eWIC cards to the new eWIC service provider at the conclusion of its contract.	
E.6	**PIN Lock and Unlock**	
E.6.1	The eWIC system shall lock an EBA from access if a cardholder has exceeded a NH WIC Program-specified number of consecutive invalid PIN attempts in a 24 hour period of midnight to midnight local time. NH requests a total of 5 incorrect PIN attempts prior to lock-out.	
E.6.2	The State Agency within the eWIC system shall be able to view for a given card the count of the invalid PIN attempts and if the card is locked.	
E.6.3	The eWIC system shall provide functionality to unlock on demand from the MIS an EBA that has been locked for exceeding invalid PIN attempts.	
E.6.4	The eWIC system shall automatically unlock an EBA at 11:59 PM on any day that an EBA has been locked for exceeding the allowed number of invalid PIN attempts.	

EXHIBIT P
PROGRAM REQUIREMENTS

F. Transaction Processing Requirements

#	Function/Service	Comments
F.1	**Processing Day**	
F.1.1	The eWIC system shall maintain a 24 hour business day processing cycle.	
F.1.2	The eWIC service provider shall designate a standard daily cutoff time for transaction processing.	
F.1.3	The standard daily cutoff time shall occur at a time of day that shall allow the origination of ACH payments for next day settlement.	
F.2	**Transaction Processing**	
F.2.1	The eWIC system shall provide real-time transaction processing of message data or file transmissions received from WIC Vendors' third party processors.	
F.2.1.1	The eWIC system shall support online, commercial network communication with WIC Vendors- will be through a gateway.	
F.2.1.2	The eWIC service provider shall establish an indirect telecommunications connection for the routing of transactions and retrieval from and delivery of files to WIC Vendors, their agents, or third party processors.	
F.2.1.3	Transactions accepted by the eWIC system from the WIC Vendor's TPP shall be in the ANS X9.93-2:2008 Financial Transaction Message - EBT - Part 1:Messages, 2008 (and future updates) for messages.	
F.2.1.4	The eWIC system shall accept the following minimum transaction set: - Balance Inquiry - WIC Purchase - WIC Void/Reversal	
F.2.1.5	To the extent possible, produce should be identified by its specific PLU. However, the eWIC system shall allow the fresh fruit or vegetables to be mapped to a single generic PLU (i.e., 4469 for fresh fruits and vegetables).	
F.2.1.6	The eWIC system shall support store and forward transactions submitted by WIC Vendors. Transactions may be submitted by a WIC vendor within 24 hours of the date and time the transaction occurred, provided the WIC EBT system is available to receive the transaction.	
F.2.1.7	The eWIC transaction date and time shall be the date and time the purchase is approved by the eWIC system. It shall be able to be displayed and reported as to the local date and time of the WIC Vendor location.	
F.3	**Online Transaction Processing**	
F.3.1	The eWIC system shall conduct checks and processes to determine if a transaction is approved.	

EXHIBIT P
PROGRAM REQUIREMENTS

#	Function/Service	Comments
F.3.1.1	The eWIC system shall ensure the transaction originates from an approved WIC Vendor by validating the WIC Vendor's identification number.	
F.3.1.2	The eWIC system shall validate that the PAN is active.	
F.3.1.3	The eWIC system shall verify that the number of consecutive failed PIN tries has not been exceeded	
F.3.1.4	The eWIC system shall verify the PIN associated with the PAN.	
F.3.1.5	The eWIC system shall verify the account is active.	
F.3.1.6	The eWIC system shall verify that the UPC or PLU code presented for each purchased product is an authorized UPC or PLU for the State Agency through comparison to the APL.	
F.3.1.7	The eWIC system shall validate the Categories and Sub-Categories of the food items presented against the current list of WIC approved Categories and Sub-Categories.	
F.3.1.8	The eWIC system shall validate the products and units are available within the EBA benefit balance.	
F.3.1.9	The eWIC system shall validate the products for appropriate availability dates in the EBA benefit record.	
F.3.1.10	For void transactions, the eWIC system shall verify an existing benefit record so that the transaction can be properly posted.	
F.3.2	The eWIC system shall process transactions in real time as transactions occur.	
F.3.2.1	The eWIC system shall ensure the purchase quantity redeemed from the EBA benefits shall be obtained from the benefit quantity associated with the UPC in the APL.	
F.3.2.2	The eWIC system shall provide an approval or a denial for each transaction.	
F.3.2.3	The eWIC system shall provide an appropriate reason code for all rejected transactions as set by X9.93:Part 1.	
F.3.2.4	The eWIC system shall compare the product price against the NTE for the UPC. (NTEs will be established by the State Agency MIS).	
F.3.2.5	If the product price is equal to or less than the NTE for the WIC Vendor's peer group, the eWIC system shall approve the purchase of the product at the WIC Vendor's product price.	
F.3.2.6	If the product price is greater than the allowable price for the WIC Vendor's peer group, the eWIC system shall approve the purchase of the product at the NTE price.	
F.3.2.7	The eWIC system shall provide a return message to the WIC Vendor ECR system or POS, or the TPP, that contains the amount paid for the product.	
F.3.3	The eWIC system shall deduct benefits from Sub-Categories with values greater than "000" before deducting benefits from the Broadband Food Sub-Categories for food item UPCs/PLUs that can be redeemed from Broadband and Specific Sub-Categories.	

EXHIBIT P
PROGRAM REQUIREMENTS

#	Function/Service	Comments
F.3.4	If a food item UPC/PLU is allowed to use a Broadband Food Sub-Category, then the eWIC system shall allow the food item to be redeemed with the units remaining in the Broadband Food Subcategory once all units in the Specific Food Sub-Category have been decremented.	
F.3.5	The eWIC system shall allow the redemption of a single food item in part from a Specific Food Sub-Category and in part from the Broadband Food Sub-Category.	
F.3.6	The eWIC system shall have the capability to process up to 50 unique UPCs and PLUs in a single purchase transaction.	
F.3.7	The eWIC system shall provide the data required for the WIC Vendor to print receipts according to the requirements of Section 12.1 of the TIG. This includes the opening and/or ending EBA benefit balance, and benefit balance end date, as applicable, to support receipts printed by the WIC Vendor system or CADs. (Note - Opening benefit balance applies to balance inquiry transactions, ending benefit balance applies to the balance after the purchase transactions.)	

EXHIBIT P
PROGRAM REQUIREMENTS

G. Settlement and Reconciliation Requirements

#	Function/Service	Comments
G.1	**Issuance Reconciliation**	
G.1.1	The eWIC system shall verify that all message data benefit issuance/voids sent from the MIS are processed and posted to EBAs in the eWIC database.	
G.1.1.1	The eWIC system shall verify issuance by Category, Sub-Category and Unit measure.	
G.1.1.2	The eWIC system shall verify issuance for both current and future months' benefits.	
G.1.2	The eWIC system shall return data to the MIS notifying the affected user of any detected anomalies in issuance reconciliation via alert and/or report.	
G.2	**WIC Benefit Data Files**	
G.2.1	The eWIC system shall transmit a daily file that provides a detailed record of all benefit redemption activity.	
G.2.1.1	The eWIC system, at a minimum, shall include all WIC Vendor transactions in the daily file.	
G.2.1.2	The information transmitted shall be based on the eWIC system processing day or a time frame specified by the State Agency WIC Program during system design.	
G.2.1.3	The information transmitted shall be a full historical, clearly labeled account (audit trail) of the transaction and the information (e.g., date, time, Category, Sub-Category, unit of measure, item description, benefit begin date, benefit end date, WIC Vendor number, WIC Vendor terminal, WIC Vendor peer group, originating clinic ID) that was current and used at the time of the transaction. These files are provided in FNS approved file format and are batch files that must be processed by MIS in order to display as described above.	
G.2.1.4	The eWIC system shall report reversals as two separate transactions, the original transaction and the subsequent reversal.	
G.2.1.5	Adjustments to benefits requested by the MIS and completed by the eWIC system shall be included in the WIC Daily Activity File.	
G.2.1.6	The eWIC system shall report transactions with discounts and coupons as specified in the Interface Control Document provided by the eWIC service provider in compliance with Requirement A.1.4.	
G.2.1.7	The eWIC system shall report details on transactions using multiple benefit IDs or where redemption straddles the sub-category code and broadband category code for each item redeemed.	

EXHIBIT P
PROGRAM REQUIREMENTS

#	Function/Service	Comments
G.2.2	The eWIC system shall transmit a daily file that provides a detailed record of WIC benefit changes. (WIC Daily Interface Reconciliation File)	
G.2.2.1	The eWIC system shall report the MIS -initiated Add or Update Benefit transactions (issuances, updates and voids) that were accepted and approved by the eWIC system.	
G.2.2.2	The information transmitted shall be based on the eWIC system processing day or a time frame specified by the State Agency WIC Program during system design.	
G.3	**Account Reconcillation**	
G.3.1	The eWIC system shall reconcile each EBA and all eWIC data on a daily basis.	
G.3.1.1	For each EBA, the eWIC system shall verify that the quantity of each Category/Sub-Category end of the processing day net position is equal to the benefits (units) at the beginning of the processing day plus the net sum of benefits credited and debited as contained in the transaction history detail for that processing day.	
G.3.1.2	For all NH eWIC data, the eWIC system shall verify that the quantity of each Category/Sub-Category end of the processing day net position is equal to the quantity at the beginning of the processing day plus the net sum of benefits credited and debited as contained in the transaction history detail for that processing day.	
G.3.2	The eWIC system shall reconcile the value of the business day transactions against the funds settled to each WIC Vendor, its designated agent and TPPs, as applicable.	
G.3.2.1	The eWIC system shall validate that the sum of the amounts paid to WIC Vendors, agents and third party processors, as applicable, is equal to the total payments calculated as due to these entities.	
G.3.2.2	The eWIC service provider shall verify that the amount drawn from the settlement account is equal to the amount indicated in the reconciliation file. (This may be a manual process.)	
G.3.2.3	The eWIC system shall provide audit reports, automated and on-demand, demonstrating the sum of activity equals payments made to the WIC vendor, its agent and TPPs, as applicable, and in total.	
G.3.3	The eWIC system shall notify appropriate State Agency WIC users of any detected anomalies in daily reconciliation.	
G.3.3.1	The eWIC system or service provider shall provide an alert or a report within three hours of when an anomaly is realized.	

EXHIBIT P
PROGRAM REQUIREMENTS

#	Function/Service	Comments
G.3.3.2	The eWIC service provider shall provide the State Agency WIC Program with the corrective action to be taken.	
G.3.3.3	The eWIC system shall provide appropriate tools to correct errors in the settlement process.	
G.4	**Auto-Reconcilliation Files**	
G.4.1	The eWIC system shall generate WIC auto-reconciliation files for WIC vendors.	
G.4.1.1	The eWIC system shall create auto-reconciliation files on a processing day basis and shall include transactions submitted since the last WIC auto-reconciliation file.	
G.4.1.2	The auto-reconciliation file shall be provided in the format and contain the data that is specified in Section 11.2 of the TIG.	
G.4.1.3	The eWIC system shall make the reconciliation file available on a secure data retrieval site for download by WIC Vendors, their agents or third party processors.	
G.4.1.4	The eWIC system may create auto-reconciliation files for WIC Vendors with stand-beside terminals or if a file is not provided then the eWIC service provider shall provide access to reporting through the stand-beside POS or vendor portal that will support the reconciliation of transactions.	
G.5	**Daily Settlement**	
G.5.1	The information generated during system cutoff and balance processing shall be used by the eWIC service provider to generate the daily settlement files.	
G.5.2	The eWIC system shall initiate settlement to WIC Vendors, agents and third party processors.	
G.5.2.1	The eWIC system shall reimburse WIC Vendors for the sale of approved food items purchased at either the requested food item price or NTE price, whichever is lower.	
G.5.2.2	The eWIC system shall initiate settlement to direct connect WIC Vendors, agents or TPPs on the next business day.	
G.5.2.3	The eWIC service provider shall own and reconcile a clearing account for daily settlement.	
G.5.2.4	The eWIC system shall calculate the amount due to each WIC Vendor, agent or TPP based on transactions approved to that entity within the settlement window.	
G.5.2.5	The eWIC system shall create an ACH transaction to move funds from the eWIC settlement account to the appropriate WIC Vendor, designated agent or TPP financial institution account.	

EXHIBIT P
PROGRAM REQUIREMENTS

#	Function/Service	Comments
G.5.2.6	The eWIC system shall transmit ACH transactions to its bank on a daily basis to meet the performance standards for settlement.	
G.5.2.7	The eWIC system shall comply with FNS policy for unsettled funds (i.e., ACH rejects). The eWIC service provider shall attempt to pay unsettled funds first to the original payee and if unsuccessful, shall return funds to the State Agency WIC Program.	
G.5.2.8	Payments transmitted to the financial institutions of WIC Vendors, their agents or their TPPs shall be reconciled to the settlement bank's report of payments submitted to the Federal Reserve for the State Agency WIC Program.	
G.5.2.9	The settlement process shall conform to the National Automated Clearing House Association (NACHA) Operating Rules and Guidelines wherever possible.	
G.6	**Request ACH Payment**	
G.6.1.1	The eWIC system shall only allow authorized State Agency WIC Program users to initiate a request for an ACH payment.	
G.6.1.2	The eWIC system shall provide a daily report that provides all payments requested by the MIS users or initiated by the eWIC service provider that are outside of the normal settlement process.	
G.7	**Audits**	
G.7.1	The eWIC service provider on an annual basis will provide the State Agency a SOC 1 report in accordance with the American Institute of Certified Public Accountants, Statement on Standards for Attestation Engagements (SSAE) No. 16, Reporting on Controls at a Service Organization. The eWIC service provider will submit the Final Annual Report to the MSC 90 days after the close of the audit.	
G.8	**1099**	
G.8.1	The eWIC system shall generate and remit 1099's to participating WIC Stand Beside Vendors and Third Party Processors following the completion of each calendar year. It is the responsibility of the eWIC service provider to generate 1099 for the year. Optional pricing to be provided in case it is an IRS requirement for WIC.	

EXHIBIT P
PROGRAM REQUIREMENTS

H. Administrative Functionality

#	Function/Service	Comments
H.1	**User Security Profiles**	
H.1.1	The eWIC system shall allow the definition of user profiles based on the user's job requirements.	
H.1.1.1	The eWIC system user profiles shall be parameter driven.	
H.1.1.2	The eWIC system shall allow the State Agency WIC Program's designated security personnel the capability to set up new users, change user passwords, and manage user profiles.	
H.2	**State-Level Administrative Functions**	
H.2.1	The eWIC system shall allow the appropriate state staff, determined by user profiles, to have access to eWIC system administrative functions.	
H.2.1.1	The eWIC system shall allow authorized users to search EBAs by name, the MIS family ID, or PAN, to access account, benefit, or transaction history.	
H.2.1.2	The eWIC system shall provide screen navigation from account screen to transaction history and card history for that account.	
H.2.1.3	The eWIC system shall provide a history of all account activity to include credits, debits, card changes (issuance, replacement, and card status changes), and PIN changes.	
H.2.1.4	The eWIC system shall allow authorized users to search for WIC Vendors by Vendor name, Vendor ID, to access transaction history. If not currently available, the eWIC system will provide a field that may provide such information in the future.	
H.2.1.5	The eWIC system shall provide navigation between queries: - From summary to detail and back	
H.2.1.6	The eWIC system shall allow on-line access from a minimum of three years of historical data. This can be provided through the eWIC admin system or through a data warehouse.	
H.2.1.7	The eWIC system shall allow authorized users access to applicable reports.	
H.2.1.8	The eWIC service provider shall execute data requests for off-line data and provide such data within five business days of the request.	
H.2.1.9	The eWIC system shall allow the UPC/PLU list to be searchable and to be sorted and filtered by Category and Sub-Category.	

EXHIBIT P
PROGRAM REQUIREMENTS

#	Function/Service	Comments
H.3	**Administrative Access**	
H.3.1		FNS has never requested access to any of our WIC administrative terminals and since the AT can currently only be accessed from the state network, this would need further discussion in the event FNS requires it. NH: OK, FNS can access from our state network if needed. Conduent: Deleted due to comments. FNS will access through NH network and NH can create any required administrative terminal accounts.
H.4	**State Agency Help Desk**	
H.4.1	The eWIC service provider shall provide State Agency help desk support during normal business hours (8 a.m. to 6 p.m. Local Time of the State Agency) excluding weekends, federal and state holidays. Normal business hours shall be confirmed by the State Agency WIC Program during the eWIC system design. A 24/7 contact number will be available for critical system outages and/or other critical issues in the eWIC system. State Staff will be provided a user help desk to report eWIC system bugs or other eWIC system issues.	

EXHIBIT P
PROGRAM REQUIREMENTS

I. Vendor Management Functionality

#	Function/Service	Comments
I.1	**WIC Vendor Participation**	
I.1.1	The eWIC service provider shall provide all authorized WIC Vendors with the opportunity to participate in eWIC.	
I.1.1.1	The eWIC service provider shall obtain and maintain agreements with WIC Vendors, their designated agents (such as a corporate office) and TPPs, as applicable.	
I.1.1.1.1	The agreement language shall be approved in advance by the State Agency WIC Program and FNS.	
I.1.1.1.2	The agreements shall include requirements to abide by the FNS Standard Operating Rules for eWIC (and incorporate Section 4.2 into the agreements), the ANSI X9.93 Transaction Message and File Standards, and the FNS Technical Implementation Guidance for the X9.93 Standard.	
I.1.1.2	During eWIC Design, Development and Implementation (DDI), Pilot and Rollout Phases, the eWIC service provider shall provide weekly reports to the NH WIC Program that details the WIC Vendors contacted, the WIC Vendors and TPPs with signed agreements, the WIC Vendors with hardware and software certified for eWIC (activated), the status of WIC Vendors that are not certified (not activated), including testing schedules, and those with successful production transactions (balance inquiry, purchase, and void). This report will be required more often than weekly if within one month of pilot or any rollout if the eWIC processor is not meeting the vendor readiness requirements equipping/readying vendors representing 85% of redemptions in the given area.	
I.1.1.2.1	The weekly report shall include stand-beside terminals installed by the eWIC service provider and the schedule for installing the remaining stand beside terminals.	
I.1.1.3	During the eWIC Operations Phase and within five business day of receipt of notification of the WIC Vendor being authorized for WIC including receipt of Authorized Vendor ID, the eWIC service provider shall mail or ship a WIC Vendor package that includes its WIC Vendor agreement and other information necessary for the WIC Vendor to become eWIC enabled for the requesting State Agency.	
I.1.1.4	The eWIC service provider must not assess transaction fees, set-up fees, usage fees or other fees to WIC Vendors during pilot and rollout for stand-beside devices.	
I.1.1.5	Interchange fees may not be applied to eWIC transactions.	
I.2	**Maintain Authorized Vendor Information**	
I.2.1	The eWIC system shall provide capabilities for maintaining required WIC Vendor data.	
I.2.2	The eWIC system shall use batch based system interface to accept WIC Vendor information from the MIS. At a minimum, the file shall contain the mandatory data elements identified in the mutually agreed to UI.	

EXHIBIT P
PROGRAM REQUIREMENTS

#	Function/Service	Comments
I.2.2.1	The eWIC system shall validate that the WIC Vendor ID does not already exist.	
I.2.3	The eWIC system shall accept batch system interface updates to WIC Vendor information.	
I.2.3.1	The eWIC system shall validate that the WIC Vendor ID already exists.	
I.2.4	The eWIC service provider shall maintain financial information and routing information in its system for stand-beside, TPPs, and direct connect vendors only.	
I.2.5	The eWIC system shall maintain the confidentiality of WIC Vendor financial institution information and TPP routing information.	
I.3	**WIC Vendor Status**	
I.3.1	The eWIC system shall accept in message or batch interface the new status of a WIC Vendor.	
I.3.1.1	The eWIC system shall identify that the WIC Vendor ID exists.	
I.3.1.2	The eWIC system shall update the status associated with the WIC Vendor to indicate the new status.	
I.3.1.3	The eWIC system shall deny transactions from a WIC Vendor if its status is "on hold" or "deactivated".	
I.3.2	The eWIC service provider shall update the status of the WIC Vendor as applicable, (e.g., once it is active in the eWIC system).	
I.4	**Stand-Beside POS Terminal Support/Stand-Beside Solution Support**	
I.4.1	The eWIC service provider shall identify those WIC Vendors that may require one or more stand-beside POS terminals/ solutions and provide that list to the State Agency WIC Program for approval. Identification shall be performed through Vendor Survey and Vendor assessment list to be maintained in reporting documents.	
I.4.2	The eWIC service provider shall provide a stand-beside POS solution to WIC Vendors upon Vendor request and approval by the State Agency WIC Program.	
I.4.2.1	The stand-beside POS solution shall have a PIN pad consistent with current industry standards for hardware encryption as defined in ISO 9564 standard.	
I.4.2.2		
I.4.2.3	The stand-beside POS solution shall be able to utilize the APL and other State Agency WIC Program specifications that may apply	
I.4.2.4	The stand-beside POS solution shall have functionality download the APL automatically daily, but not more than every 48 hours and have the ability to download the APL on demand.	
I.4.2.5	The stand-beside POS solution shall support a training mode.	
I.4.2.6	The stand-beside POS solution shall support both wired high speed and dial up connections.	

EXHIBIT P
PROGRAM REQUIREMENTS

#	Function/Service	Comments
I.4.2.7	The stand-beside POS solution shall support the full eWIC transaction including balance inquiry, WIC purchase, WIC void and WIC reversal. Store and Forward is not required.	
I.4.2.8	The stand-beside POS solution shall have a price memory function.	
I.4.2.9	The stand-beside POS solution shall support the entry of multiple discounts on a single transaction.	
I.4.2.10	The stand-beside POS solution shall allow fresh fruits and vegetable PLUs to be mapped to a single generic code.	
I.4.2.11	The stand-beside POS solution shall provide support for split tender CVB including calculating the remaining amount to be tendered for CVB items exceeding the EBA balance.	
I.4.2.12	The stand-beside POS solution shall have the capability to process up to 50 unique UPCs/PLUs in a single purchase.	
I.4.2.13	The stand-beside POS solution shall fully validate the purchase transaction locally by comparing items to the APL and EBA balance before transmitting it to the eWIC system.	
I.4.2.14	The stand-beside POS solution shall reverse the transaction based on time out.	
I.4.2.15	The stand-beside POS stand-beside POS solution shall provide eWIC receipts (customer and store) that meet FNS receipt requirements.	
I.4.2.16	The stand-beside POS solution shall provide lane, clerk, and store totals reporting.	
I.4.2.17	The stand-beside POS solution shall support reconciliation with the eWIC system.	
I.4.2.18	The stand-beside POS solution shall include the necessary peripherals and software to read UPCs and PLUs.	
I.4.2.19	The stand-beside POS stand-beside solution shall be tested and certified for eWIC in State Agency prior to installation at WIC Vendor locations.	
I.4.2.20	The number of POS/card acceptance terminals provided to a WIC Vendor shall be determined by parameters set by the NH WIC Program.	
I.4.2.21	The State Agency will be responsible for the cost of stand-beside POS devices used by WIC Vendors during pilot and rollout (rollout ends three months after the beginning of the last rollout phase). Following the completion of rollout WIC Vendors shall be able to lease stand-beside POS devices from the eWIC service provider. To the extent possible this should be done minimizing the need for vendors to execute a new stand-beside POS agreement with the eWIC service provider.	
I.4.3	The eWIC service provider shall maintain stand beside POS hardware and the WIC POS application.	
I.4.3.1	During the implementation phase, the eWIC service provider shall ship the POS terminal within five (5) business days and perform phone training/installation within fourteen (14) business days of receipt of the signed WIC Vendor agreement and all other required documentation, i.e.; tax ID, check, bank numbers etc. provided the eWIC service provider is able to contact the WIC vendor.	

EXHIBIT P
PROGRAM REQUIREMENTS

#	Function/Service	Comments
I.4.3.2	During the implementation phase, the eWIC service provider shall prioritize shipments and/or training/installations based on pilot/rollout area start date (or live shopping start date).	
I.4.3.3	The eWIC service provider may provide additional installation support via phone upon the WIC Vendor's request.	
I.4.3.4	The eWIC service provider shall provide additional training materials and phone training upon the WIC Vendor's request.	
I.4.3.5	The eWIC service provider shall repair or replace a malfunctioning terminal within two business days from receipt of report from a WIC Vendor.	
I.4.3.6	The eWIC service provider shall use quality assurance processes to ensure that all stand-beside solutions shipped have been fully tested, configured and include all approved device manuals and training materials.	
I.4.4	The eWIC service provider shall attempt to retrieve terminals from unauthorized or deactivated WIC Vendors and from WIC Vendors that have elected to move to commercial, integrated systems. NH will not be responsible for cost incurred for a terminal after deactivating a vendor.	
I.4.5	The eWIC service provider shall provide to WIC Vendors using stand-beside POS terminals a toll-free line for training and to report solution malfunctions.	
I.4.6	The eWIC service provider shall make available for sale or lease to authorized WIC Vendors only, stand-beside solutions including terminals with either dial-up or high-speed connections. This service is something Vendors can optionally use during pilot and rollout to obtain additional devices. Following rollout, Vendors will be responsible for the lease cost of any stand-beside devices they had received during pilot and/or rollout or any additional devices deployed.	
I.4.7	The eWIC service provider shall inform the State Agency WIC Program of any reports of issues with scheduling or installing its stand-beside solution(s). The eWIC service provider shall provide a weekly status of installations/trainings attempted, completed, not completed, and reason not completed (if applicable). The report should also address the number of attempts to install/train including dates for each attempt.	
I.5	**WIC Vendor Technical Support**	
I.5.1	The eWIC service provider shall identify and provide a list to the State Agency WIC Program those WIC Vendors with integrated electronic cash register (ECR) systems, and whether the existing systems are eWIC -ready or if enhancements, hardware, or other support is required. This shall be provided through a Vendor Survey and Vendor assessment list to be maintained in reporting documents. The initial Vendor survey will be performed by the State.	
I.5.1.1	The list shall include WIC Vendor TPPs and whether their TPPs need to prepare for eWIC, are eWIC ready or are certified for eWIC in State Agency.	

EXHIBIT P
PROGRAM REQUIREMENTS

#	Function/Service	Comments
I.5.1.2	The eWIC service provider shall provide the technical interface specifications, pre-approved by FNS and necessary for the interface with the eWIC system, to WIC Vendors, their designated agents (e.g., corporate headquarters) and/or their TPPs.	
I.5.1.3	The eWIC service provider shall support the State Agency WIC Program in testing WIC Vendor integrated ECRs and TPPs, as applicable, to enable system certification by the State Agency WIC Program.	
I.5.1.4	The eWIC service provider shall provide certification test scripts to validate all ECR/POS functionality for State Agency WIC Program review and approval.	
I.5.1.5	The eWIC service provider shall provide test cards to WIC Vendors, with the approval of the State Agency WIC Program.	
I.6	**WIC Vendor Customer Service Support**	
I.6.1	The eWIC system shall provide WIC Vendors with transaction, settlement and reconciliation support. For vendors using stand-beside devices.	
I.6.1.1	The eWIC service provider shall provide a toll-free number for WIC Vendors using stand-beside devices to obtain information or support on transaction, settlement and reconciliation issues.	
I.6.1.2	WIC Vendors shall be allowed to initiate disputes through the WIC Vendor customer service toll-free number.	
I.6.1.3	The eWIC service provider shall provide a WIC Vendor web-portal with secure access to WIC Vendor transaction and settlement information, as contained in the auto-reconciliation file, ACH history, WIC Vendor contracts, and other information and links as agreed upon with the State Agency WIC Program.	
I.7	**Compliance Buys**	
I.7.1	The eWIC system shall support compliance activities conducted by the State Agency WIC Program.	
I.7.1.1	The eWIC system shall support the set-up of compliance accounts by accepting the account and card data from the MIS and account type as compliance.	
I.7.1.2	The eWIC system shall support the issuance of cards to compliance accounts.	
I.7.1.3	The eWIC system shall allow benefits to be issued to compliance accounts.	
I.7.1.4	The eWIC service provider shall not differentiate the look of compliance cards with participant cards or how they may be used at the POS.	
I.7.1.5	The eWIC service provider shall process and settle transactions that occur in compliance account EBAs like normal accounts.	

EXHIBIT P
PROGRAM REQUIREMENTS

#	Function/Service	Comments
I.7.1.6	When compliance EBAs or cards are displayed in the eWIC administrative (user interface) they shall not be discernible as compliance accounts/cards and preferable should be able to be hidden from view based on user access.	
I.7.1.7	The eWIC system shall maintain an audit trail of all compliance activities.	
I.8	**Vendor Fraud and Abuse**	
I.8.1	Any functionality or reporting that is part of the e-WIC system that is available to other state agencies shall be made available to the State Agency.	

EXHIBIT P
PROGRAM REQUIREMENTS

J. Cardholder Services Requirements

#	Function/Service	Comments
J.1	**Cardholder Help Desk**	
J.1.1	The eWIC Cardholder Help Desk shall provide toll free cardholder access to customer services.	
J.1.1.1	The Cardholder Help Desk shall support English and Spanish callers in sufficient capacity.	
J.1.1.2	The toll-free number shall be transferred to the State Agency WIC Program at the end of the contract.	
J.1.1.3		
J.1.1.4	The eWIC system shall not allow or support IVR calls from pay phones.	
J.2	**Integrated Voice Response (IVR) Customer Service System**	
J.2.1	The initial contact with eWIC Cardholder Help Desk services shall be with the cardholder IVR.	
J.2.1.1	The IVR shall be configured to provide a choice between English and Spanish.	
J.2.1.2	The IVR shall allow the State Agency WIC Program to select an introductory messaging (e.g., food recalls, emergency or disaster information, etc.). The State will reimburse the eWIC contractor for the added expense to record, implement and play the messages.	
J.2.1.3	The IVR shall support reporting of lost, stolen or damaged cards.	
J.2.1.4	The IVR shall support balance inquiries.	
J.2.1.5	The IVR shall support PIN selection and changes.	
J.2.1.6	The IVR shall support provision of transaction history.	
J.3	**Cardholder Portal**	
J.3.1	The eWIC system shall provide web based cardholder access to WIC information.	
J.3.1.1	The cardholder portal shall provide access to the current benefit balance, real time data based on Local Time of the State Agency.	
J.3.1.2	The cardholder portal shall provide access to transaction histories.	
J.3.1.3	The cardholder portal shall allow PIN changes with appropriate identification	
J.3.1.4	The cardholder portal shall provide links to other sites as designated by the NH WIC Program.	

EXHIBIT P
PROGRAM REQUIREMENTS

K. Batch Files

#	Function / Service	Comments
K.1	**Batch Files**	
K.1.1	The eWIC system shall provide the following standard batch files to the MIS , a State Agency WIC Program-designated database, and/or other entities, such as WIC Vendors, their designated agents, TPPs or financial institutions, as applicable	
K.1.1.1	WIC daily benefit reconciliation file.	
K.1.1.2	WIC Benefits Purged File (reports expiration and expungement).	
K.1.1.3	WIC authorized product list (APL) made available to vendors which may be automated daily.	
K.1.1.4	WIC Auto-reconciliation File (ARF) for integrated vendors.	
K.1.1.5	Banking data files (to initiate ACH payments).	
K.2	**Batch File Acknowledgements**	
K.2.1	When eWIC system receives a batch file from the MIS it shall transmit a confirmation to the MIS that a batch file was received.	
K.2.2	Batch level errors (e.g. wrong sequence, wrong record count, etc.) shall be reported by the eWIC system to the sending party.	
K.2.3	Detail record errors (e.g. provide specific record identifier and indication of specific error) shall be reported by the eWIC system to the sending party.	
K.2.4	If a batch file is transmitted with no records this indicates that no action is to be taken by the receiving system.	

EXHIBIT P
PROGRAM REQUIREMENTS

L. System Reporting Requirements

#	Function / Service	Comments
L.1	**General Report Requirements**	
L.1.1	The eWIC system shall provide the following standard reports currently available to other State Agencies served by the eWIC service provider. The State Agencies request that any new reports developed for other WIC clients also be made available for use through the change request process.	
L.1.2	Standard queries and custom reports built for any other WIC State Agencies shall be made available to the State Agency as a standard query through the change request process	
L.1.3	Standard reports shall be formatted to enable printing.	
L.1.4	The reporting requirements may be satisfied in a variety of ways: a) Through a standard report provided through an Administrative System. b) Via a Data Warehouse in conjunction with an ad hoc reporting tool that has access to the necessary source data. c) Through a daily email. d) Through a standard data file provided to MSC on a daily basis. e) Through a detailed data listing provided by an Administrative System.	
L.2	**Financial Reporting**	
L.2.1	The eWIC system shall provide the following standard reports.	
L.2.1.1	Daily settlement amount (may also be provided by email, as agreed upon with the State Agency WIC Program). Contains date, dollar amount cleared (debits) dollar amount of credits, total daily funding amount required.	
L.2.1.2	Daily WIC Vendor activity summary report (summary of all WIC Vendor settlement activity on each calendar day. Includes database activities for areas such as adjustments, voids and reversals, which must agree with the daily activity file).	
L.2.1.3	Daily settlement and clearing report (total funds settled for the processing day; should balance to totals from daily terminal report).	
L.2.1.4	Daily system balance report (by category and subcategory)	
L.2.1.5	Daily adjustment audit transaction detail report (provides details on all adjustment transactions within each business day).	
L.2.1.6	Daily ACH activity report (identifies all stand-beside WIC Vendor, designated agent and TPP deposits for each business day).	
L.2.1.7	Monthly billing report used to support monthly invoice from the eWIC service provider (active cases, etc.).	

EXHIBIT P
PROGRAM REQUIREMENTS

#	Function / Service	Comments
L.3	**Program Management Reports**	
L.3.1	The eWIC system shall provide standard program management reports.	
L.3.1.1	Daily administrative (user) activity report.	
L.3.1.2	Card and PIN Reports	
L.3.1.2.1	Daily card status report	
L.3.1.2.2	Monthly exceeded PIN attempts report.	
L.3.1.3	Fraud detection reports.	
L.3.1.3.1	EBAs with frequent card replacements (Excessive Card Replacement)	
L.3.1.3.2	WIC vendors that manually enter the card PAN	
L.4	**Product Utilization and Food Cost Reports**	
L.4.1	The eWIC system shall provide standard food analysis reports. Note that the MIS provides a report that shows redemption data.	Xerox to send reports spec.
L.4.2	Daily and monthly food products purchased by Category/Sub-Category.	
L.5	**System Performance Reports**	
L.5.1	The eWIC system and/or the eWIC service provider shall provide standard system performance reports.	Xerox to send reports spec.
L.5.2	Monthly system response time report. The report will show the response time between the MIS and the eWIC service provider, and the eWIC service provider and vendors	
L.5.3	Monthly eWIC system availability report provided through program manager.	
L.5.4	eWIC services performance reports (provided through program manager): • Inaccurate transactions • User help desk, WIC Vendor, and Customer service performance levels, as applicable • PIN selection terminal replacement times • Stand-beside POS deployment/replacement times	
L.5.5	Monthly transaction statistics report by day, statistics report by hour (i.e. message-based transactions) to determine peak processing times for the eWIC system. Provided by program manager.	

EXHIBIT P
PROGRAM REQUIREMENTS

M. System Operations Requirements

#	Function/Service	Comments
M.1	**System Performance**	
M.1.1	The eWIC system shall meet performance standards for the delivery of eWIC services,	
M.1.1.1	The eWIC system shall process all message based system interface messages from the MIS within 20 seconds from the point of sending the message from the MIS.	
M.1.1.2	Scheduled downtime shall be scheduled during early morning hours, i.e., during a time mutually agreed upon by the State Agency and the eWIC service provider as part of project initiation.	
M.1.1.3	Scheduled downtime shall not exceed four (4) hours per month unless other timeframes are agreed upon with the State Agency WIC Program. The eWIC service provider will notify the State for any scheduled downtime that is expected to exceed four (4) hours and receive approval for the extended time prior to proceeding with the scheduled downtime.	
M.1.1.4	No more than 2 inaccurate transactions per every 10,000 eWIC transactions processed by the eWIC system shall result in an adjustment resulting from eWIC system error.	
M.1.1.5	The eWIC system shall be available 99.9% of scheduled uptime, 24 hours per day, 7 days per week.	
M.1.1.6	The eWIC system shall initiate a response to a transaction request within two (2) seconds from the time such request is received by the eWIC system, 98% of the time on a monthly basis. This does not include data transmission time between the eWIC system and a TPP. Scheduled downtime shall be excluded.	
M.1.1.7	The eWIC system shall meet the timeframe for ACH settlement window met 99% of time, measured on a monthly basis.	
M.1.1.8	The eWIC system shall notify the State Agency WIC Program of settlement or reconciliation discrepancies within 12 hours of recognition.	
M.1.1.9	The eWIC system shall be available to accept account set-up messages/files 24 hours per day, 7 days per week.	
M.1.1.10	The eWIC system shall be available to accept benefit issuance messages/files 24 hours per day, 7 days per week.	
M.1.1.11	The eWIC system shall be available to card issuance messages/files 24 hours per day, 7 days per week.	
M.1.1.12	The eWIC system shall ensure benefits are available on availability date and time (12:01 AM) 100% of the time.	
M.1.1.13	The eWIC service provider shall investigate and respond to a WIC Program or Vendor initiated disputes within 10 processing days of the notification of a dispute.	

EXHIBIT P
PROGRAM REQUIREMENTS

#	Function/Service	Comments
M.1.1.14	The eWIC service provider shall resolve disputes between the eWIC service provider and the WIC Vendor within 45 days of the dispute being submitted by the WIC Vendor.	
M.1.1.15	The eWIC IVR shall have an average answer time of less than 15 seconds, measured on a monthly basis.	
M.1.1.16	The eWIC service provider shall ensure that 95% of all cardholder and WIC Vendor IVR calls answered within 4 rings (25 seconds) measured over a two-month period.	
M.1.1.17	The participant call center shall have an abandoned call rate of less than 5% after 30 seconds.	
M.1.1.18	The eWIC service provider shall ensure that no more than 10% of calls to its user and help desks shall be met with a busy signal.	
M.1.1.19	The vendor website and cardholder website shall have an uptime of 99.9%, not including maintenance (scheduled downtime), measured over a one-month period.	
M.1.1.20	The eWIC service provider shall ensure that 98% of all stand-beside terminals are installed and operational within fourteen business days for new vendors during operations (fourteen business days within implementation phase) of receipt of WIC Vendor agreement. (Measured during steady state operations on a 90-day rolling period.)	
M.1.1.21	The eWIC service provider shall ship via overnight express replacement POS equipment within two business day of a request for replacement. (98% of the time measured within a 30-day rolling period.)	
M.1.1.22	The eWIC service provider shall ship via ground replacement PIN selection terminals within two business day of request for replacement. (99% measured on a monthly basis.)	
M.1.1.23	The eWIC service provider shall use its best efforts and industry standard tools to prevent software provided to or used by the WIC Program from containing viruses, backdoors, or bombs.	
M.2	**Maintain Transaction History**	
M.2.1	The State Agency WIC Program shall be able to access eWIC data and transaction history from the eWIC system.	Xerox to schedule demo.
M.2.1.1	The eWIC system shall maintain a minimum of 3 years of data online for real time access by authorized system users, after which data will be archived.	
M.2.1.2	The eWIC system shall maintain a minimum of four federal fiscal years of archived data. Archived data shall be maintained for an additional four federal fiscal years	Can state confirm 8 year requirement? NH will have to research.
M.2.1.3	Records shall be maintained for three full fiscal years following the close of the State Fiscal Year (SFY is July – June) during which the contract terminates.	
M.3	**Business Continuation**	
M.3.1	The eWIC system shall have provisions for back up processing and telecommunications.	

EXHIBIT P
PROGRAM REQUIREMENTS

#	Function/Service	Comments
M.3.1.1	The eWIC service provider shall maintain a remote hot site with equivalent processing capability.	
M.3.1.2	The eWIC system shall fail over to the hot site within a time frame agreed upon between the State Agency WIC Program and the eWIC service provider assessed at the time the issue is identified.	
M.3.2	The eWIC system shall have provisions for 24x7 system monitoring and problem correction.	
M.3.3	The eWIC service provider shall work with the State Agency WIC Program and any other organization designated by the State Agency WIC Program to facilitate an orderly transition of services at the end of their contract term.	
M.3.3.1	The eWIC service provider shall work in a professional manner with the WIC Program's next contractor to execute a smooth and timely transition at the end of their contract term.	
M.3.3.2	The eWIC service provider shall coordinate with the next contractor on migration of customer service functions on the night of database conversion.	
M.3.3.3	The eWIC service provider shall provide the State Agency WIC Program the right to serve as a mediator between the current and new contractors, subcontractors, WIC Vendors and TPPs. The State Agency WIC Program will have the right of final decision in disagreements between the current eWIC service provider and the new eWIC service provider.	
M.3.3.4	The eWIC service provider shall allow for fallback to its eWIC system in case of database conversion or other failure when converting to the new system. Fallback can only occur if no transactions have occurred on the new system.	
M.3.3.5	The eWIC service provider shall perform any and all necessary database cleanup, to be completed six months prior to the end of the contract term and shall ensure data is appropriately maintained to support transition to the new eWIC service provider.	
M.3.3.6	The eWIC service provider shall perform a final reconciliation of the eWIC system within one month of the transition to the new eWIC service provider. In addition, the eWIC service provider shall inform the State Agency WIC Program of any errors, discrepancies and outstanding disputes.	
M.4	**Change Management**	
M.4.1	The eWIC service provider shall establish and follow a formal change management process to encompass remedial, enhancing and conforming changes.	
M.4.1.1	The eWIC service provider shall respond to system enhancement change requests with estimated hours and cost within four weeks of receiving request or a mutually agreed to timeframe upon.	
M.5	**Deficiencies/Corrective Actions**	
M.5.1	Performance deficiencies in any performance standard, identified in sections M.1, regardless of whether the deficiency was caused by the eWIC service provider or one of its subcontractors shall be subject to remedy through hold-back provisions. If the deficiency is noted by the eWIC Contractor, the eWIC Contractor shall notify the State WIC Program.	

EXHIBIT P
PROGRAM REQUIREMENTS

#	Function/Service	Comments
M.5.1.1	The NH WIC Program will notify the eWIC service provider of any deficiency in meeting one (1) or more of the defined performance standards. It may be necessary for the e-WIC Contractor to correct a deficiency immediately through a remedial change. For all other deficiencies, the NH WIC Program will request a corrective action plan and will set a due date for submission of the plan. If the NH WIC Program does not receive the plan by its due date and no extension has been granted, the NH WIC Program may invoke hold-back remedies per the schedule set forth in this section.	
M.5.1.2	If the NH WIC Program receives the plan by the due date, it will work with the e-WIC Contractor to mutually agree on the final corrective action plan and a schedule to correct the deficiency. The NH WIC Program may invoke hold-back remedies if the eWIC service provider does not meet the schedule and no extension has been granted.	
M.5.1.3	The NH WIC Program will notify the eWIC service provider when it is satisfied that the problem has been corrected. If the NH WIC Program determines that the deficiency has not been corrected according to the schedule specified in the corrective action plan, the State WIC Programs may invoke hold-back remedies until such time the deficiency is remedied. The following are the hold-back remedies that shall be applied to eWIC service provider payments if the above requirements are not met:	
M.5.1.4	First month – in the first month in which a corrective action plan is late or a deficiency is not corrected for a substantial reason within the timeframe specified in the corrective action plan, the NH WIC Program may hold-back payment of fifteen percent (15%) of the total payment owed to the eWIC service provider by the NH WIC Program.	Conduent: Will provide suggested language
M.5.1.5	Second consecutive month – the NH WIC Program may hold-back payment of thirty percent (30%) of total payments owed to the eWIC service provider by the NH WIC Programs.	Conduent: Will provide suggested language
M.5.1.6	Third and additional consecutive months – the NH WIC Program may hold-back payment of forty-five percent (45%) of total payments owed to the eWIC service provider by the NH WIC Program.	Conduent: Will provide suggested language
M.5.1.7	Payments may be held-back until the NH WIC Program is reasonably assured that the eWIC Contractor has fully complied with the performance standards and deliverables. Upon such assurance that the deficiency has been remedied, the NH WIC Program shall promptly pay the eWIC service provider all outstanding payment amounts previously held-back.	

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EXHIBIT P
PROGRAM REQUIREMENTS

N. Training Requirements

#	Function/Service	Comments
N.1	**Training Planning**	
N.1.1	The eWIC service provider shall assist the State Agency in the planning of training activities for UAT, Pilot and Rollout.	
N.1.2	The eWIC service provider shall provide a Training Plan addressing training of state staff, vendors, local agencies and participants.	
N.2	**State-Level Training**	
N.2.1	The eWIC service provider shall provide one training session to state-level users prior to the start of User Acceptance Testing.	
N.2.2	The eWIC service provider shall provide one training session to additional state-level users prior to the start of pilot.	
N.2.2.1	Training shall include the administrative system functions along with onsite in person training with training materials. The State is responsible for providing the training site, computers, network access, projectors, and any other needed support equipment	
N.2.2.2	Training shall include system administration and system security.	
N.2.2.3	Training shall include Reports and Reporting Functions.	
N.2.2.4	Training shall include reconciliation and settlement processes.	
N.3	**State-Level Training Materials**	
N.3.1	The eWIC service provider shall provide training materials to support training. These may be separate documents or a combination of documents.	
N.3.1.1	The eWIC service provider shall provide an eWIC System User Guide (Administrative System Manual)	
N.3.1.2	The eWIC service provider shall provide a Reports Design Manual	
N.3.1.3	The eWIC service provider shall provide a Reconciliation and Settlement Manual.	
N.3.1.4	The eWIC service provider shall provide a System Security Guide.	
N.4	**Cardholder Training**	
N.4.1	The eWIC service provider shall support cardholder training by local clinic staff.	
N.4.1.1	The eWIC service provider shall assist the State Agency in the development of a brochure concerning care of the card and PIN and eWIC card transactions at the POS. Support includes providing consultation on content and sample brochures used by other State Agencies. The State will be responsible for designing, printing and distributing the brochures.	

EXHIBIT P
PROGRAM REQUIREMENTS

#	Function/Service	Comments
N.4.1.2	The eWIC service provider shall assist the State Agency in the development pocket-sized tips card in with information on the use of the card and how to obtain assistance. Support includes providing consultation on content and sample brochures used by other State Agencies. The State will be responsible for designing, printing and distributing the tips cards.	
N.5	**Vendor Training**	
N.5.1	The eWIC service provider shall support WIC Vendor training as defined in Vendor Section of these Functional Requirements.	

EXHIBIT P
PROGRAM REQUIREMENTS

O. Security Requirements

#	Function/Service	Comments
O.1	**Access to System Functions**	
O.1.1	The eWIC system shall provide controls to limit and manage user access to specific application functionality.	
O.1.1.1	Access shall be based on defined roles.	
O.1.1.2	The eWIC system shall provide the NH State Agency WIC Program security administrator(s) with the ability to manage role based user access.	
O.1.1.3	The eWIC system shall ensure that all users are established in the system with unique identification.	
O.1.1.4	The eWIC system shall ensure that user PINs or passwords are not displayed on terminals or monitors.	
O.1.1.5	The eWIC system shall ensure that the system and State Agency WIC Program data are not available to unauthorized users.	
O.1.1.6	The eWIC system shall support system lockout after a threshold (determined by the State Agency WIC Program) is reached for excessive invalid access attempts.	
O.1.1.7	The eWIC system shall allow inactivation of users no longer authorized by the State Agency WIC Program.	
O.1.1.8	The eWIC system shall maintain an audit trail of user access to the eWIC system that includes: - Date and time - User name - eWIC system user ID - State Agency WIC Program ID	
O.2	**Transaction Communications Security**	
O.2.1	The eWIC system shall provide controls to ensure that eWIC transaction communications are secure.	
O.2.1.1	The eWIC system shall process transactions only from authorized terminals or PIN selection devices.	
O.2.1.2	The eWIC system shall process files only from the MIS, authorized WIC Vendors or their designated agents (e.g., corporate headquarters or TPPs).	
O.2.1.3	The eWIC system shall validate messages or files for completeness, file and field formats and control and authentication measures.	
O.2.1.4	The eWIC system, PIN selection devices and stand-beside terminals shall ensure that PINs are encrypted at the point of entry and never transmitted in the clear.	
O.2.1.5	The eWIC system shall not select or assign a PIN for a cardholder.	

EXHIBIT P
PROGRAM REQUIREMENTS

#	Function/Service	Comments
O.2.1.6	The NH State Agency eWIC PIN pad encryption keys shall not be shared with other WIC State Agencies.	
O.2.1.7	The eWIC system shall support test encryption keys to enable testing prior to WIC Vendor or TPP certification.	
O.3	**System Data Security**	
O.3.1	The eWIC system shall provide controls to ensure system and confidential information are not disclosed for unauthorized purposes.	
O.3.1.1	The eWIC system shall provide system and data access only to designated users and according to the users' profiles.	
O.3.1.2	The eWIC system and the eWIC service provider shall not divulge data to any person except as necessary to conduct eWIC according to defined functions.	
O.3.1.3	The eWIC service provider shall ensure that sensitive information is accounted for and securely stored before, during and after processing.	
O.3.1.4	The eWIC service provider shall provide for internal controls through separation of duties and/or dual control of functions.	
O.3.1.5	The eWIC service provider shall maintain adequate system documentation, software applications and operating procedures, and a System Security Plan.	
O.3.1.6	The eWIC system shall provide mechanisms within applications that enforce access controls against system tampering and/or unauthorized changes.	
O.4	**Facilities Physical Security**	
O.4.1	The eWIC service provider shall use physical security to limit access to facilities used to process cards or data or house sensitive data.	
O.4.1.1	Data sites shall be secured 24 hours a day, every day of the year.	
O.4.1.2	Employee access to the data site shall be controlled by an electronic access system.	
O.4.1.3	Employee access to departments within the data site shall be controlled by an electronic access system.	
O.4.1.4	Guests, including vendors, shall sign in and shall be assigned a temporary guest badge for identification.	
O.4.1.5	Guests, including vendor service personnel, shall be escorted at all times.	

EXHIBIT P
PROGRAM REQUIREMENTS

#	Function/Service	Comments
O.4.1.6	The eWIC service provider shall cooperate with the State Agency WIC Program, which shall, on a yearly basis, conduct a test of the names of current employees against the names of individuals authorized for the State Agency eWIC system access, and any changes in the roles and responsibilities of said individuals. An individual from the state will have rights to create new users, user types, roles, and privileges as well as the ability to view all state level users in the administrative terminal and their assigned status and profile.	Further discussion needed. NH: The main thing is NH wants a way to audit security access. We do not expect that there will be a huge number of users since it will only be state staff, so it could be something more informal. Conduent: A state person with admin rights can see all state level users in admin terminal and their assigned status and profile.
O.4.1.7	All storage media shall be kept in a secure access controlled environment when not being utilized by computer operations.	
O.4.1.8	No storage media shall leave the data site without prior management authorization.	
O.4.1.9	Programming personnel, including contractors, shall be restricted from sensitive storage media unless prior management approval is obtained and access shall be granted on a need to know basis.	
O.4.1.10	Sensitive output shall be shredded prior to disposal.	
O.4.1.11	Data beyond the PIN may be secured using message encryption from the card terminal to the TPP by bilateral agreement.	Core and is an industry standard, but Xerox has no control of encryption between vendor and TPP, but does have agreements in place with TPPs for such requirements. NH: NH will have to ask DOIT to review
O.4.1.12	The eWIC system primary and backup processing sites shall be equipped with fire detection and suppression systems.	
O.5	**Card Security**	
O.5.1	The eWIC card provider shall ensure the security of card stock in its possession.	
O.5.2	Cards shipped by the eWIC card provider shall be shipped using a method that can be tracked electronically by the NH State Agency WIC Program.	

EXHIBIT P
PROGRAM REQUIREMENTS

P. Documentation Requirements

#	Function/Service	Comments
P.1	**Required Documentation**	
P.1.1	The eWIC service provider shall succinctly define its plans for implementation, training, testing and ongoing operations by providing written deliverables for the NH WIC Program review, revision and approval. Deliverables may also be subject to FNS review and approval. Follow up tele-training for vendors on eWIC will be provided if requested by a WIC vendor. The documents listed in this section may be met by one or more individual documents that collectively meet the requirements outlined in this section.	
P.1.1.1	Project Management Plan The e-WIC service provider will develop a comprehensive project management plan that describes how it intends to manage the project and illustrates how their plan will serve to accomplish the work and meet the eWIC project timeline. The project management plan will include a detailed description of the project management approach including the following sections: • Integration management (as it pertains to the State Agency MIS and the e-WIC system) • Time management • Scope management • Configuration management • Change control • Cost management • Quality management including written deliverables • Human resource management • Communications management, including the approach to communication with the State Agency (including WIC State and local agency/clinic staff), the MIS Contractor, the QA Contractor, USDA FNS representatives and WIC vendors. • Complaint and dispute resolution • Risk management including Risk Log management • Status reporting including status report template • Deliverable review process and acceptance criteria	
P.1.1.2	Project Schedule A revised Project Schedule in MS Project 2007 (or later version) is due no later than two (2) weeks following joint configuration sessions. The timeframes for all tasks will be followed to avoid project delays. The Project Schedule will identify resources assigned to tasks. All deliverables identified within the eWIC service provider's approved Project Schedule are subject to State Agency review and approval. The Project Schedule will be reviewed during the initiation meeting where comments and related State Agency Program tasks will be identified. The draft Project Schedule, which will serve as the baseline document, will be provided ten (10) business days following the end of the initiation	

EXHIBIT P
PROGRAM REQUIREMENTS

#	Function/Service	Comments
	meetings. The Project Schedule tasks will be updated after each deliverable document is finalized to ensure the Project Schedule reflects all project planned activities. eWIC service providers will provide a draft Project Schedule that includes the identification of State Agency tasks.	
P.1.1.3	Implementation Plan The Implementation Plan will include but not be limited to the e-WIC service provider's approach to: • Deliverables, milestones and go/no go decisions. • Establishing interfaces with the State Agency MIS and funding systems. • Identifying local agency/clinic, WIC vendor, category/subcategory, UPC and/or family demographic data to be transferred prior to Pilot/rollout. • Coordinating with MIS Contractors. • Implementing card production and distribution. • Implementing web portals. • Implementing participant and vendor customer services as required for the technical solution. • Coordinating with USDA FNS. • Establishing Administrative Terminal application connectivity. • Coordinating State and clinic equipment installation and training. • Coordinate Pilot and Statewide rollout activities with the change from the paper-based to e-WIC-capable version of the State Agency MIS.	
P.1.1.4	Vendor Enablement and Certification Plan The WIC vendor Enablement and Certification Plan will include but not be limited to the eWIC service provider's approach to: • Identifying which WIC vendors are prepared for eWIC. • Identifying which WIC vendors require additional support for eWIC. • Identifying what type of support is required for each applicable WIC vendor. • Tracking WIC vendor enablement. • Supporting the State Agency in the testing and certification process. • Certification and plan for testing for integrated vendors	
P.1.1.5	Vendor Survey and Vendor Assessment (State to provide initial completed survey) • The eWIC service provider will develop and execute a vendor survey to assess the status of all WIC vendors for integration or the need for a stand-beside. • The eWIC service provider will report the results of the survey and analysis of WIC vendors regarding how each will be enabled for e-WIC	
P.1.1.6	System Design Documents This documentation will, at a minimum, provide a functional overview, functional requirements, controls, procedures, workflow and security of the eWIC system. The purpose of the document is to describe what has to be implemented and not how it will be implemented. Information will be	Further discussion needed. NH: Agree to discuss. NH wonders if this is something NH DOIT will want?

EXHIBIT P
PROGRAM REQUIREMENTS

#	Function/Service	Comments
	logically numbered so that they can be traced to test scripts. System design documentation will also describe the architecture and technical design of the eWIC service provider's eWIC system. The document will provide an architectural overview, a detailed description of the system architecture, a description of the system design, system qualities, dependencies and standards. The document will include a data flow diagram, data dictionary, data models, and identify which universal interfaces will be used. The information could be presented in one document or multiple documents.	
P.1.1.7	eWIC – the MIS Interface Specifications Document The eWIC service provider will provide a eWIC-MIS Interface Specification document that contains sufficient detail so that the MIS M&O Contractor will have the specifications necessary to exchange files with the eWIC system. Specifications will conform to the WIC Universal MIS-EBT Interface.	
P.1.1.8	Integrated Vendor Interface Specifications and Integrated Vendor Test Scripts The eWIC service provider will provide Integrated WIC Vendor Interface Specifications that will contain sufficient detail so that Value Added Resellers (VARs) and WIC vendors with integrated electronic cash register (IECR) systems will have the requirements necessary to modify their systems and exchange files and transactions through their TPP with the eWIC system.	
P.1.1.9	Stand-Beside Vendor Agreements (Agreement between the WIC Vendor and the eWIC service provider) The eWIC service provider will provide copies of the WIC Stand-Beside Vendor Agreements for approval by the State Agency and USDA FNS. The agreement will meet applicable requirements contained in Federal regulations at 7 CFR Part 246.12 and the guidelines of the USDA FNS Operating Rules WIC EBT.	
P.1.1.10	Third Party Processor Agreements The eWIC service provider will provide copies of the Third Party Processor Agreements for approval by the State Agency and USDA FNS. The agreement will meet applicable requirements contained in Federal regulations at 7 CFR Part 246.12 and the guidelines of the USDA FNS Operating Rules WIC EBT.	
P.1.1.11	Continuation of Business Plan (Back-up and Contingency) The eWIC service provider will provide a Business Continuity Plan. The Business Continuity Plan will include an evaluation of the types of service interruptions that may impact the eWIC system's operations and therefore require the use of a back-up and recovery process. For each potential interruption type, the eWIC service provider will, at a minimum, detail the steps to be taken to recover from the interruption. The plan will account for the State Agency's annual testing requirements with results provided to the State Agency. In addition, the eWIC service provider will outline the resources committed (i.e., people, systems, networks and operation sites) and indicate whether the continuity plan has been tested under real or simulated conditions. The plan will include how and when notifications of service interruptions will be provided to the State Agency and WIC vendors and how and when the eWIC service provider will support participant notifications.	

EXHIBIT P
PROGRAM REQUIREMENTS

#	Function/Service	Comments
P.1.1.12	Cardholder and Vendor Integrated Voice Response (IVR) Scripts. Scripts shall be customized for New Hampshire, but will follow the Contractor's normal WIC call flows used in current WIC projects. The eWIC service provider will provide the scripts, prompts and work flow that will be used in the IVR.	
P.1.1.13	Training Plan and Training Materials The eWIC service provider will develop a Training Plan that will address state agency staff and vendors. The eWIC service provider will not be responsible for training local agency staff and participants, but may be asked to provide consultation to the State Agency regarding training of these groups. The eWIC service provider will develop training materials that address the training requirements of the NH State Agency staff and WIC vendors. Training materials will meet USDA FNS standards, including those described in the USDA FNS Operating Rules WIC EBT. Training materials, including electronic and hardcopy materials, will become the property of the NH State Agency. Training materials will be updated throughout the contract as needed to reflect changes in the eWIC system or services. The eWIC service provider has the sole responsibility for WIC vendor training materials as they relate to eWIC and use of the stand-beside terminal. The eWIC service provider will develop training materials for participants including a participant brochure. In addition, the eWIC service provider may be asked to provide consultation to the State Agency regarding training of these participants and local agency staff. Additionally, the eWIC service provider shall provide sample participant training materials such as participant brochures used by other eWIC states for the State Agency to review. Core State training materials are provided at no additional cost.	
P.1.1.14	Test Plan The eWIC service provider will provide an overall test plan that outlines the activities, schedule and procedures associated with the tests associated with the project. Test at a minimum will include System Life Cycle, Interface, and User Acceptance Testing as well as outline the test purpose, methodology, environment, approval rating system, and the minimum requirements that need to be met in order to gain approval to initiate the Pilot.	
P.1.1.15	Test Scripts The eWIC service provider will provide an overall test plan that outlines the activities, schedule and procedures associated with the tests associated with the project. Test at a minimum will include System Life Cycle, Interface, and User Acceptance Testing as well as outline the test purpose, methodology, environment, approval rating system, and the minimum requirements that need to be met in order to gain approval to initiate the Pilot.	
P.1.1.16	Test Reports The eWIC service provider will document test results in system test reports. The reports will include any corrective actions or plans to remedy system errors or deficiencies identified during the test. Corrective actions to remedy system errors identified during testing will be completed and re-tested prior to system implementation.	

EXHIBIT P
PROGRAM REQUIREMENTS

#	Function/Service	Comments
P.1.1.17	System Security Plan The eWIC service provider will develop a plan for the implementation and maintenance of a comprehensive security program in conformance with the State Agency State's security policies, the USDA FNS Handbook 901, Chapter 8. The Security Plan will describe the administrative, physical, technical and systems controls to be implemented for the eWIC system, and how the eWIC service provider will address deficiencies or security breaches if they are identified during the course of the contract. The security plan will be updated as needed to reflect changes in system security requirements. In addition to describing the planned controls to meet the security requirements, the Security Plan will provide for the ongoing certification and examination of the eWIC service provider's operations and control system. General areas that will be covered within the Security Plan include: • Physical site security • System data security • System application security • Cooperation in inspections and audits • Periodic risk analyses • Contingency planning The eWIC service provider will adhere to all NH State and Federal statutes related to data privacy and the rights of data subjects. Health Insurance Portability and Accountability Act (HIPAA) regulations are not applicable to eWIC, however standard transaction field lengths required by HIPAA for the potential exchange of data between WIC and other programs might be. eWIC service providers will be aware of HIPAA standards when designing their security plan. Security Plan acceptance is contingent upon State and USDA FNS approvals.	
P.1.1.18	Operations and Interface Procedures Manual The eWIC service provider will provide a Systems Operations and Interface Procedures Manual. This manual will include: • Message-based transmissions • Batch files and the times of transmission • File receipt and error messages • Administrative terminal configuration • Problem resolution and escalation procedures • Batch maintenance record formats The problem resolution and escalation procedures will define the process by which the State Agency will report system and operational problems to the eWIC service provider and the process by which problems will be resolved and the resolution reported back to the State Agency. The procedures will include a priority scheme for identifying the relevant severity of the problem and the expected timeframes for resolution based upon the designated severity. At a minimum, the eWIC service provider will begin work on resolving severe problems (problems which impact the State Agency or its WIC vendors' ability to conduct business) immediately upon notification and will provide frequent	

EXHIBIT P
PROGRAM REQUIREMENTS

#	Function/Service	Comments
	updates until the problem is resolved. On moderate problems (problems that impact some functionality but do not impact the ability to conduct business), the eWIC service provider will resolve within two (2) weeks and provide periodic updates until the problem is resolved. On minor problems (minor bugs that do not impact major functions or the ability to conduct business) the eWIC service provider will resolve the problem within a reasonable timeframe and will provide weekly updates until the problem is resolved.	
P.1.1.19	Administrative Functions Manual The eWIC service provider will provide an Administrative Functions Manual developed in cooperation with the State Agency that will provide guidance and procedures for State agency staff on administrative functions.	
P.1.1.20	Settlement and Reconciliation Manual The eWIC service provider will provide a Settlement and Reconciliation Manual that provides the procedures required for the State Agency to perform a daily reconciliation of the eWIC service provider's eWIC system to align with the requirements of Federal regulations and as specified in these requirements. The manual will identify the specific settlement and reconciliation reports including formats and data elements.	
P.1.1.21	Reports Design Manual The eWIC service provider will provide the State Agency with a Reports Manual that details all reporting requirements, methods and reporting schedules. The Reports Manual will include report descriptions and objectives, a definition of the data elements, the algorithms used to calculate values and report formats. The eWIC service provider will update and maintain the Reports Manual for the duration of the contract to reflect any changes in functionality, reports or reporting requirements. The Reports manual will also provide a data dictionary for the eWIC System and ad hoc interface (if applicable).	Conduent to provide sample report design manual.
P.1.1.22	Weekly Status Reports from Contract Inception to Completion of Statewide Implementation or agreed upon timeframe. Weekly Status Reports (Through Statewide Rollout): Throughout the duration of the eWIC implementation project (from initiation through state-wide rollout), the eWIC service provider will provide a recurring status report. The status report will be a weekly report unless the State Agency requests reports on a less frequent basis. The eWIC service provider will develop and submit a template for a status report to be provided for review at the project initiation meeting. The content of the status report will include activities completed within the reporting period, upcoming activities for the next reporting period, identification of critical action items (including person assigned), issues, risks or roadblocks, status of clinic enablement, status of WIC vendor enablement and certification, the status of project deliverables, and an updated Project Schedule. The Project Schedule is expected to be the primary focus of project management and communication and will be updated regularly during each reporting period. The status report will be submitted to the NH State Agency at least two (2) business days prior to the scheduled recurring status call.	

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EXHIBIT P
PROGRAM REQUIREMENTS

#	Function/Service	Comments

	The status reports will provide a description of all project activities within the reporting period, including but not limited to:
	• Tasks accomplished
	  ○ Implementation activities and tasks
	• One list of all vendors showing key information and the status of:
	  ○ Vendor name, corporate owner (if applicable), vendor ID, system information, county, and rollout region
	  ○ Stand beside enablement: vendor / TPP agreements, stand beside equipment enablement, stand beside training
	  ○ Integrated enablement: certification levels required and VAR identified (if applicable)
	• Deliverables submitted (statistics during rollout such as cards issued/terminals installed)
	• Revised Project Schedule
	• Progress on Enhancement/Change Requests (as applicable)
	• Outstanding Tasks/Deliverables
	• Outstanding problems, issues and changes
	  ○ Status and report on progress or resolution
	  ○ State employee initiating change request
	  ○ Party responsible for resolving problem or initiating change
	  ○ Rank problems, issues and changes according to urgency
	  ○ Recommend solutions to problems and issues
	• Next Steps	

P.1.1.23	Regular Status Meetings: Throughout the duration of the e-WIC project (from initiation through state-wide rollout or agreed upon timeframe), the eWIC service provider will host and facilitate a recurring status call. During implementation, the call will be a weekly call unless the State Agency requests status calls on a less frequent basis. The eWIC service provider's Project Manager and other key Contractor staff, as deemed necessary by the State Agency's e-WIC Project Manager, will attend the meeting along with State management stakeholders, QA Contractor and USDA FNS. The content of this call will consist of updates on project activities including: • Phase milestones and deliverable status, dates and probability of meeting approved dates • Interface specification and development • WIC vendor enablement and certification • Clinic enablement, testing, training • Security assessment • Transition to operations • A review of the projects' Project Schedule and the status of the approved Project Schedule • A review of issues and risks • Planning for upcoming activities The eWIC service provider will provide an agenda for the status meeting no later than two (2) business	

EXHIBIT P
PROGRAM REQUIREMENTS

#	Function/Service	Comments
	days prior to the call. The eWIC service provider will provide meeting notes for each status call no later than close of business the next business day following the call.	

P.1.1.24	Monthly Status Reports During Steady State System Operations
	Once Pilot operations begin, the eWIC service provider will submit a monthly status report. The report may be provided in a tracking log format. Similar to the recurring implementation status reports, the monthly status report will provide a description of all operational activities, including but not limited to:
	• Tasks accomplished
	• Deliverables submitted
	• WIC vendor status (e.g., activated, deactivated, requiring agreements, terminals deployed)
	• Enhancements/Change Requests:
	  o Revised Project Schedule (as applicable)
	  o Progress on enhancements/change requests (as applicable)
	  o Outstanding tasks/deliverables
	  o Outstanding problems, issues and changes
	  ▪ Status and report on progress or resolution
	  ▪ Person initiating change request
	  ▪ Party responsible for resolving problem or initiating change
	  ▪ Rank problems, issues and changes according to urgency
	  ▪ Recommend solutions to problems and issues
	• Next Steps	

P.1.1.25	End-of-Contract Transition Plan (to be delivered prior to the last year of the contract) The eWIC service provider will submit an outgoing End-of-Contract Transition Plan that will include a resource staffing plan, issue tracking log, knowledge transfer plan and a draft Project Schedule, detailing the activities, milestones and deliverables necessary to successfully transition eWIC data and operational knowledge to the incoming eWIC service provider. The End- of-Contract Transition Plan can be requested by the State Agency's eWIC Project Manager as early as 13 months prior to contract end, but not less than four (4) months prior to contract end. The End-of-Contract Transition Plan will be submitted to the State Agency's in writing within one (1) month of a written request to allow for the review and approval by the State Agency.	
P.1.2	The eWIC service provider shall deliver documents in electronic format to the State.	
P.1.2.1	The eWIC service provider shall maintain electronic copies of documents and document updates for access by the NH WIC Program. The eWIC service provider will send e-files via email for NH to place in their existing MSC SharePoint site.	
P.1.2.2	The eWIC service provider shall post updated manuals for the NH WIC Program prior to introducing system modifications into production environment and shall provide release notes pertaining to system changes. All documents will be defined as property of NH.	Conduent: Will provide suggested language

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EXHIBIT P
PROGRAM REQUIREMENTS

EXHIBIT P
PROGRAM REQUIREMENTS

Q. Testing Requirements

#	Function/Service	Comments
Q.1	**System Testing Requirements**	
Q.1.1	The eWIC service provider shall provide life cycle testing services for the duration of the contract. Specifically, the eWIC service provider shall participate in or provide:	
Q.1.1.1	Connectivity Testing	
Q.1.1.2	Interface Testing	
Q.1.1.3	User Acceptance Testing (Federal Acceptance Testing)	
Q.1.1.4	Performance Testing.	
Q.1.1.5	IVR Testing and/or Client and Vendor Web Portal Testing, as applicable (Optional Depending on Services Selected)	
Q.1.1.6	Contingency Testing	NH to provide suggested language
Q.1.1.7	Security Testing, to be conducted to State Agency security standards.	
Q.1.2	The eWIC service provider shall provide the State Agency WIC Program with access to a test environment for the duration of the system life cycle. If requested by State Agency, the eWIC service provider shall provide a separate environment for vendor certifications. The eWIC service provider and the State Agency Program will mutually agree on a delivery date for the test environment; the deliverable will be included in the approved project schedule.	

EXHIBIT P
PROGRAM REQUIREMENTS

R. Staffing Requirements

#	Function/Service	Comments
R.1	The eWIC Service Provider shall provide adequate resources to support the implementation and operation of the eWIC system.	
R.2	Project Manager	
R.2.1	The eWIC Service Provider shall provide the State Agency with a Project Manager (eWIC Service Provider Project Manager) for the implementation. It is preferred that the eWIC Service Provider Project Manager be a certified Project Management Professional (PMP) and required that they have provided project management for at least one previous EBT or eWIC implementation. The eWIC Service Provider Project Manager will be subject to State Agency approval. The eWIC Service Provider Project Manager shall start work on the State's project no later than 15 days after the effective date of the contract between the eWIC Service Provider and the State WIC Program and will continue through the State WIC Program's written acceptance of the successful statewide implementation of the eWIC Service Provider system. During the critical phases, such as the project kickoff meetings/design sessions, start of UAT, FNS certification testing, and the first week of pilot, it is preferred that the eWIC Service Provider Project Manager be available to be onsite as needed. The State Agency shall continue to have a Project Manager or Account Manager assigned for the entire length of the operations phase. During the operations phase, the eWIC Service Provider Project/Account Manager must maintain regular contact through required status reports and requested calls with the State's eWIC Coordinator and designated staff members. The eWIC Service Provider operations Project/Account Manager is subject to State Agency approval. During the contract, the State Agency may request the replacement of the eWIC Service Provider Project Manager for any legitimate performance reason and the proposed replacement will be subject to State Agency approval. Staff replacement occurring at the State Agency's request shall be performed within 30 calendar days of receipt of the request.	
R.3	**Other Key Personnel**	
R.3.1	Other key personnel from the eWIC Service Provider subject to the approval of the State WIC Program are the Vendor Enablement Manager.	
R.3.2	The Vendor Enablement Manager will be responsible for coordinating eWIC vendor activities related to vendor integration, certification and stand-beside deployment. It is required that individuals proposed for this position have experience in WIC vendor management, eWIC vendor enablement management of at least one previous project, and experience facilitating integrated vendor certifications. Preferred experience includes experience providing support to vendors during rollout and experience supporting POS equipment deployment and training.	

EXHIBIT P
PROGRAM REQUIREMENTS

#	Function/Service	Comments
R.3.3	The Program Manager will be the primary contact for the State Agency and their MIS operations and maintenance contractor for the eWIC system, interfaces, and communications with the eWIC system. This staff person will coordinate and/or liaison with the eWIC Service Provider technical staff to support the project and the State Agency. This staff member must have a technical background such as a developer and should have credentials such as ITIL and/or advanced computer engineering or programming degrees. It is required that individuals proposed for this position have experience in a similar role for at least one EBT or eWIC project.	
R.3.4	The State Agency may conduct interviews of key personnel prior to contract execution in order to determine acceptability. If a change in key personnel is made after execution, the eWIC Service Provider shall present the replacement to the State Agency which will have right to refuse the replacement. If any of the proposed key personnel or Project Managers are not currently in the employment of the eWIC Service Provider names shall be provided as part of the contract negotiations process. The eWIC Service Provider must demonstrate staff capabilities and experience by providing, the name, position title, responsibilities, and resumes of all key staff and identify project roles to be filled upon contract execution.	
R.3.5	The eWIC Service Provider shall have the appropriate number and mix of project staff both on (during critical phases) and off site at all times during the State's implementation to ensure the successful design, development, test, implementation and operation of the State Agency's eWIC system. The State Agency recognizes that it is not necessary to maintain onsite eWIC Service Provider staff for the duration of the project, but expects that key eWIC Service Provider staff as determined necessary will attend onsite meetings and support onsite activities during the project, particularly during critical points in the project, such as the establishment of the requirements validation, system interface meetings, user acceptance testing, pilot start and initial rollout start.	

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC
CONTRACT 2017-052
PART 3 - EXHIBIT Q
NH CERTIFICATES AND ATTACHMENTS

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

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

1. The grantee certifies that it shall or shall continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that shall be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC
CONTRACT 2017-052
PART 3 - EXHIBIT Q
NH CERTIFICATES AND ATTACHMENTS

1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee shall
   1.4.1. Abide by the terms of the statement; and
   1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
1.7. Making a good faith effort to continue to maintain a drug-free workplace through Implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Contractor Name: Conduent, Inc

9/15/17
Date

Michael S. Lepore
Name:
Title: Vice President

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC
CONTRACT 2017-052
PART 3 - EXHIBIT Q
NH CERTIFICATES AND ATTACHMENTS

2. NH EXHIBIT E – CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative Agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative Agreement (and by specific mention sub-grantee or Subcontractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying. in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this Certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and Contracts under grants, loans, and cooperative Agreements) and that all sub-recipients shall certify and disclose accordingly.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC
CONTRACT 2017-052
PART 3 - EXHIBIT Q
NH CERTIFICATES AND ATTACHMENTS

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: CaDwell, Inc

9/15/17
Date

Name: Michael R. Cepine
Title: Vice President

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC
CONTRACT 2017-052
PART 3 - EXHIBIT Q
NH CERTIFICATES AND ATTACHMENTS

3. NH Exhibit F – Certification Regarding Department Suspension and Other Responsibility Matters

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Proposal (Contract), the prospective primary participant is providing the Certification set out below.
2. The inability of a person to provide the Certification required below shall not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the Certification. The Certification or explanation shall be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a Certification or an explanation shall disqualify such person from participation in this transaction.
3. The Certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous Certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to which this Proposal (Contract) is submitted if at any time the prospective primary participant learns that its Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this Proposal (Contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this Proposal that it shall include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC
CONTRACT 2017-052
PART 3 - EXHIBIT Q
NH CERTIFICATES AND ATTACHMENTS

8. A participant in a covered transaction may rely upon a Certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the Certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

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

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

PRIMARY COVERED TRANSACTIONS

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

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

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

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC
CONTRACT 2017-052
PART 3 - EXHIBIT Q
NH CERTIFICATES AND ATTACHMENTS

13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this Proposal (Contract).

14. The prospective lower tier participant further agrees by submitting this Proposal (Contract) that it shall include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Conduent

9/15/17
Date

Name: Michael P Cejone
Title: Vice President

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC
CONTRACT 2017-052
PART 3 - EXHIBIT Q
NH CERTIFICATES AND ATTACHMENTS

4. NH Exhibit G – Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination. Equal Treatment of Faith-based Organizations and Whistleblower Protections

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

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

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC
CONTRACT 2017-052
PART 3 - EXHIBIT Q
NH CERTIFICATES AND ATTACHMENTS

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

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient shall forward a copy of the finding to the Office for Civil Rights, to the applicable Contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

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

Contractor Name: CardSmart, Inc

9/15/17
Date

Name: Michael R. Capre
Title: Vice President

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC
CONTRACT 2017-052
PART 3 - EXHIBIT Q
NH CERTIFICATES AND ATTACHMENTS

5. NH Exhibit H – Certification Regarding Environmental Tobacco Smoke

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

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

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

Contractor Name: ConSent, Inc.

9/15/17
Date

Name: Michael R. Cegare
Title: Vice President

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC
CONTRACT 2017-052
PART 3 - EXHIBIT Q
NH CERTIFICATES AND ATTACHMENTS

6. NH Exhibit I – Health Insurance Portability Act Business Associate Agreement

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

(1) Definitions.

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

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

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

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

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

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

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

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

k. "Protected Health Information" shall have the same meaning as the term "Protected Health Information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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

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

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

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

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

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the Services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For Data aggregation purposes for the Health Care Operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI shall be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an Agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide Services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of Protected Health Information not provided for by the Agreement including breaches of unsecured Protected Health Information and/or any Security Incident that may have an impact on the Protected Health Information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
   - The nature and extent of the Protected Health Information involved, including the types of identifiers and the likelihood of re-identification;
   - The unauthorized person used the Protected Health Information or to whom the disclosure was made;
   - Whether the Protected Health Information was actually acquired or viewed
   - The extent to which the risk to the Protected Health Information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate Agreements with

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during Normal Business Hours at its offices all records, books, Agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or 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

Initials MPC
9/15/17

shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFIT TRANSFER FOR WIC
CONTRACT 2017-052
PART 3 - EXHIBIT Q
NH CERTIFICATES AND ATTACHMENTS

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

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

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

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

	CoSoft, Inc
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Michael P. Cejone
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHD	Vice President
Title of Authorized Representative	Title of Authorized Representative
9/25/17	9/15/17
Date	Date

7. NH Exhibit J – Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance

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

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

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

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

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

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

9/15/17
Date

Contractor Name: Covent

Name: Michael R. Cerone
Title: Vice President

NH Exhibit J – Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance
FORM A

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

1. The DUNS number for your entity is: 08-034-2931

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

✓ NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____