ARC

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Weaver
Commissioner

Iain N. Watt
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
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June 7, 2024

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 a **Sole Source** amendment to an existing contract with Custom Data Processing, Inc. (VC#391550), Frankfort, KY, to complete necessary enhancements to the New Hampshire Special Supplemental Nutritional Program for Women, Infants, and Children (WIC) Management Information System, by increasing the price limitation by $236,390 from $1,565,172 to $1,801,562 with no change to the contract completion date of June 30, 2027, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on May 4, 2022, item #16.

Funds are available in the following account for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Years 2026 and 2027, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	90006051	$48,011	$0	$48,011
2022	102-500731	Contracts for Prog Svc	90006041	$44,211	$0	$44,211
2023	102-500731	Contracts for Prog Svc	90006015	$294,590	$0	$294,590
2024	102-500731	Contracts for Prog Svc	90006015	$294,590	$0	$294,590
2025	102-500731	Contracts for Prog Svc	90006015	$294,590	$0	$294,590
2026	102-500731	Contracts for Prog Svc	90006015	$294,590	$0	$294,590

2027	102-500731	Contracts for Prog Svc	90006015	$294,590	$0	$294,590
			Subtotal	***$1,565,172***	$0	***$1,565,172***

05-95-90-902010-26980000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVC, HHS; DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH NUTRITION, WIC TECHNOLOGY ARPA

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2025	102-500731	Contracts for Prog Svc	90006103	$0	$236,390	$236,390
			Subtotal	***$0***	***$236,390***	***$236,390***
			Total	**$1,565,172**	**$236,390**	**$1,801,562**

EXPLANATION

This request is **Sole Source** because the Department is requesting to add more than 10% of the dollar amount of the original contract, which was originally competitively bid. The current Contractor will complete enhancements to improve the New Hampshire Women, Infants, and Children Program (WIC) information system, which is used to determine WIC eligibility, document health and nutrition risk criteria, assign appropriate foods and issue monthly electronic food benefits.

The included system changes are necessary to allow the Department to offer a system that meets the United States Department of Agriculture requirements and modernization practices to improve customer service. The enhancements include updates to the WIC system's online application screen to allow for additional languages to be available to end users, the capability for the Department to complete certifications remotely and in a timely manner; and other user-friendly resources to support more efficient enrollment and provision of benefits and health information.

Approximately 13,000 individuals will be served each month in New Hampshire during State Fiscal Years 2025, 2026, and 2027.

The New Hampshire WIC Nutrition Program provides free healthy food, nutrition and breastfeeding counseling, and health and social service referrals to more than 13,000 low-income women, infants and preschool-aged children each month. All federally mandated monthly and annual reporting will continue to be provide through the WIC Management Information System.

The Department will monitor services by:

- Reviewing project deliverables monthly at status meetings
- Reviewing the service level agreement monthly for compliance

Should the Governor and Council not authorize this request, various system enhancements to improve the client experience and functionality for WIC users will not be implemented.

Docusign Envelope ID: F3A8FCFD-1A59-49B6-A6C3-EA1BECC73514

Source of Federal Funds: Assistance Listing Number #10.557 FAIN #224NH042M2004

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
Commissioner

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

Denis Goulet
Commissioner

July 18, 2024

Lori A. Weaver, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
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 a contract amendment with Custom Data Processing, Inc., as described below and referenced as DoIT No. 2020-051A.

The purpose of this request is provide necessary enhancements to the New Hampshire Special Supplemental Nutritional Program for Women, Infants, and Children (WIC) Management Information System.

The Total Price Limitation shall increase by $236,390 for a New Total Price Limitation of $1,801,562 effective upon Governor and Council approval with no change to the end date of June 30, 2027.

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/jd
DoIT #2020-051A

cc: Ken Gagne, IT Manager, DoIT

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

This Amendment to the WIC Management Information Systems (MIS) – Multi-State Consortium contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Custom Data Processing, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 4, 2022 (Item #16), 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, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; 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 1.8, Price Limitation, to read:

   $1,801,562

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

   Robert W. Moore, Director

3. Modify Exhibit C- Price and Payment Schedule, Section 11 Payment Schedule, to read:

   11. Payment Schedule

   11.1 Contract Type

   11.1.1 Activities/Deliverables/Milestones/Pricing

   This is a Not to Exceed Contract. The total Contact value is indicated in P-37 General Provisions – Block 1.8: Price Limitations for the period between the Effective Date through data indicated in P-37 General Provisions – Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties without obtaining approval of the Governor and Executive Council, if needed and justified. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below:

Maintenance Cost by State Agency – Years 1-5

	Year 1	Year 2	Year 3	Year 4	Year 5	Totals
NH	$232,017	$232,017	$232,017	$232,017	$232,017	$1,160,085

Transition -in Cost by State Agency – Years 1-5

	Year 1	Year 2	Year 3	Year 4	Year 5	Totals
NH	$92,222	$-	$-	$-	$-	$92,222

Enhancement Cost by State Agency – Years 1-5 (Based on 1,250 hours at $110 per hour)

	Year 1	Year 2	Year 3	Year 4	Year 5	Totals
NH	$14,279	$14,279	$14,279	$14,279	$14,279	$71,395

New Hampshire – Additional (optional) Services Annual Pricing – Years 1-5*

	Year 1	Year 2	Year 3	Year 4	Year 5	Totals
Hosting	$20,226	$20,226	$20,226	$20,226	$20,226	$101,130
Hardware Support	$28,068	$28,068	$28,068	$28,068	$28,068	$140,340
Totals	$48,294	$48,294	$48,294	$48,294	$48,294	$241,470

Task Order #2024-04

Del. #	Payment Milestone	Payment Schedule	Hours	Cost
1	RTM and Design Complete	August 2024	101.89	$11,207.90
2	Development Complete	November 2024	283.52	$31,187.20
3	Testing and Documentation Complete	December 2024	487.30	$53,603.00
4	Production Deployment	March 2025	13.29	$1,461.90
		Task Order Total	889	$97,460

Task Order Total #2024-05

Del. #	Payment Milestone	Payment Schedule	Hours	Cost
1	RTM and Design Complete	August 2024	100	$11,000
2	Development Complete	November 2024	300	$33,000
3	Testing and Documentation Complete	December 2024	233	$25,630
4	Test Cases Delivered	December 2024	45	$4,950
5	Production Deployment	March 2025	34	$3,740
		Task Order Total	712	$78,320

Task Order #2024-06

Del. #	Payment Milestone	Payment Schedule	Hours	Cost
1	RTM and Design Complete	August 2024	25	$2,750
2	Development Complete	November 2024	74	$8,140
3	Testing and Documentation Complete	December 2024	58	$6,380
4	Test Cases Delivered	December 2024	10	$1,100
5	Production Deployment	March 2025	9	$990
		Task Order Total	176	$19,360

Task Order #2024-10

Del. #	Payment Milestone	Payment Schedule	Hours	Cost
1	RTM and Design Complete	March 2025	54	$5,940
2	Development Complete	May 2025	162	$17,820
3	Testing and Documentation Complete	June 2025	126	$13,860
4	Test Cases Delivered	June 2025	15	$1,650
5	Production Deployment	September 2025	18	$1,980
		Task Order Total	375	$41,250

Grand Total Cost by State Agency – Years 1-5

						Totals Yr 1-5
NH						$1,801,562

Future Rates - Maintenance Costs by State Agency – Years 6-10

	Year 6	Year 7	Year 8	Year 9	Year 10	Totals
NH	$252,898	$260,485	$268,300	$276,349	$284,639	$1,342,671

Enhancement Cost by State Agency – Years 6-10 (Based on 1,250 hours at the hourly rate)

	Year 6	Year 7	Year 8	Year 9	Year 10	Totals
NH	$15,577	$16,096	$16,485	$17,005	$17,524	$82,687

Future Rates - New Hampshire – Additional (optional) Services Annual Pricing – Years 6-10*

	Year 6	Year 7	Year 8	Year 9	Year 10	Totals
Hosting	$20,833	$21,458	$22,102	$22,765	$23,448	$110,606
Hardware Support	$29,752	$30,645	$31,564	$32,511	$33,486	$157,958
Totals	$50,585	$52,103	$53,666	$55,276	$56,934	$268,564

4. Add Attachment 1 Task Order #2024-04 – Amendment #1, which is attached hereto and incorporated by reference herein.
5. Add Attachment 2 Task Order #2024-05 – Amendment #1, which is attached hereto and incorporated by reference herein.
6. Add Attachment 3 Task Order #2024-06 – Amendment #1, which is attached hereto and incorporated by reference herein.
7. Add Attachment 4 Task Order #2024-06 – Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective 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

7/16/2024
Date

DocuSigned by:
Iain Watt
D778BB63F9704C7...
Name: Iain Watt
Title: Director - DPHS

Custom Data Processing, Inc.

7/16/2024
Date

DocuSigned by:
Scott Pralle
6AFE605E48D6422...
Name: Scott Pralle
Title: COO

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

OFFICE OF THE ATTORNEY GENERAL

7/18/2024
Date

DocuSigned by:
Robyn Guarino
7487348440414 60...
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:

MSC Task Order

General Information (completed by the MSC PMO)

Task Order Number: 2024 – 04
Task Order Requester: New Hampshire WIC
Date Requested: 01/29/2024
Change Request Application (CRA) included in this Task Order:
1) CRA 339 – Alternate Languages for Online Pre-App

Payment Approach: New Hampshire will be the sole payor for this Task Order.

Section I – Project Scope of Work

Problem Statement

The MSC is seeking to provide easier access for non-English reading/speaking applicants to apply for the WIC Program. Spanish is most often the 2nd most reported language of use.

Providing an online application process for non-English reading/speaking applicants would provide increased accessibility to the WIC Program and a better WIC application experience for non-English reading/speaking families.

Initially, the MSC is requesting to provide the pre-application screens in Spanish as well as the current English.

Proposed Solution

CDP's recommended approach to presenting alternate language(s) for the Online Application is to parameterize the language for the output and then utilize resource files to display the page on the screen.

The benefit of this approach is the implementation of resource files to make this a global solution, which would allow for smoother integration of additional languages in the future.

System Component Impact

The following is expected to be updated:

- Online Pre-Application

High-Level Requirements

Req #	Requirement
1.00	**Support Multiple Languages (English and Spanish)**

MSC Task Order

Req #	Requirement
1.01	Redevelop the Portal to allow for additional languages in the future without needing to rebuild the entire Portal.
2.00	**Modifications to the Pre-Application Portal**
2.01	Create an initial page that allows the user to select their language preference. Note: Hawaii provided an example from the HI Medicaid website as a possible approach (to be finalized in detail design).
2.02	User selects English to access the English language presentation of the Portal.
2.03	User selects Spanish to access the Spanish language presentation of the Portal.
2.04	User selects another language to access a page that provides, in English language, instructions for contacting their WIC office to receive assistance.
2.05	Remove the "Special Needs" text box from Page 7 of the Pre-Application Portal.
2.06	Remove the "Is there any additional information you would like to share with WIC?" text box from Page 10 (last page) of the Pre-Application Portal.

Database Impact

No impact.

Documentation Impact

Update the DFDD for the Online WIC Pre-Application Portal.

Help Text Impact

No impact.

Assumptions

- The Pre-Application Portal will be available for the user to select English or Spanish language preference.
- The Pre-Application Portal will be re-developed using Progress Telerik UI for .NET MAUI.
- This estimate includes the cost for Progress Telerik UI for .NET MAUI Developer License(s) needed to redevelop the Pre-Application Portal.

Optional Services

The MSC will not be using the Optional Services from the Binding Estimate.

MSC Task Order

Section II – Project Milestones and Invoice Schedule

Project Milestones

Project Milestone	Hours	Rate	Cost
RTM and Design Complete	101.89	110	$11,207.90
Development Complete	283.52	110	$31,187.20
Testing and Documentation Complete	487.30	110	$53,603.00
Production Deployment	13.29	110	$1,461.90
Project Milestone Total	**886.00**		**$97,460.00**

Invoice and Payment Schedule

This table shows the Deliverables, Payment Milestones, and the Payment Schedule. Invoicing may occur after approval from the MSC.

Del #	Payment Milestone	Payment Schedule	Hours	Cost
1	**RTM and Design Complete**	August 2024	101.89	$11,207.90
2	**Development Complete**	November 2024	283.52	$31,187.20
3	**Testing and Documentation Complete**	December 2024	487.30	$53,603.00
4	**Production Deployment**	March 2025	13.29	$1,461.90
	Task Order Total		**886.00**	**$97,460.00**

The MSC will be invoiced on a time and materials basis by payment milestone. In each invoice for this Task Order, 5% will be retained by the MSC, and after all deliverables for the System enhancement are accepted and approved, CDP may invoice for the retainage.

In the event of non-compliance with one (1) or more SLRs for the System enhancement, CDP may not invoice for the retained amount until a Corrective Action Plan (CAP) has been fully satisfied and approved. The MSC may waive the CAP requirement and negotiate with CDP to identify mutually agreeable terms.

MSC Task Order

Section III – Task Order Review

Signatures indicate acceptance of this document, and the Task Order is approved to move forward.

Hawaii Approval

DocuSigned by:
Melanie Murakami
C1AA8C5ED1D2482...

2/2/2024

Signature

Date: / /

ITCA Approval

DocuSigned by:
Mindy Jossefides
3F96DBEBEBC442C...

2/1/2024

Signature

Date: / /

Kansas Approval

DocuSigned by:
Danica Pelzel
F1949D1068F44AB...

2/6/2024

Signature

Date: / /

New Hampshire Approval

DocuSigned by:
Lissa Sirois
049EDE380D4B4E8...

2/1/2024

Signature

Date: / /

CDP Concurrence

DocuSigned by:
Scott Pralle
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2/6/2024

Signature

Date: / /

MSC Task Order

General Information (completed by the MSC PMO)

Task Order Number: 2024 – 05
Task Order Requester: New Hampshire WIC
Date Requested: 01/29/2024
Change Request Application (CRA) included in this Task Order:
1) CRA 370 – Online Pre-App: Anthropometric and Bloodwork

Payment Approach: New Hampshire will be the sole payor for this Task Order.

Section I – Project Scope of Work

Problem Statement

New Hampshire is working with one of the largest healthcare providers in the state to receive electronic referrals to WIC through the "Find Online Application" Screen. New Hampshire would like to receive any anthropometric data along with any blood work with the referral. This would potentially allow the NH WIC program to complete a certification remotely and reduce barriers to families if this data were within a 60-day period.

Proposed Solution

CDP proposes to modify the MIS to provide the desired outcomes of:

- Process the client referral file (similar to the SNAP file) received from healthcare providers to load data to the Online Application screen(s).
- Update the Online Application screen(s) to include anthropometric measures, blood work, and measurement date, respectively.
- Update the Online Application screen(s) to populate the Anthropometric Measurements and Blood Measurements screen with the anthropometric measures, blood work data, and date of measurement.

System Component Impact

The following applications will be updated:

- Client Services Application
- Client Referral File Visual Cron

MSC Task Order

High-Level Requirements

Requirement Number	Requirement Description
1	**Process and load electronic referrals to WIC from Health Care Providers – received nightly from one or more health care providers.**
1.1	Process the referral file including anthropometric data and blood work measures included with the referral from the health care provider. Note: This file will contain the same data elements as the SNAP file plus the Anthro, bloodwork measurements and date of measurement.
1.2	Perform the same duplicate checks for clients that will be performed in the enhanced SNAP file processing.
1.3	For records identified as current WIC clients, load referrals to the MIS and allow staff to review the Anthropometric and Bloodwork measurement and then reject or accept the measurement data. Note: These potential duplicate clients may be loaded to the current Online Application screen or a new screen for staff to review.
1.4	Load Referrals, including Anthro, Bloodwork, and date of measurement, into the Online Pre-Application screen for review and approval by WIC staff.
1.5	The Anthro and Bloodwork Measurements by measurement date can be reviewed on the Online Application screen.
1.6	The Anthropometric measurement data should include: Measurement Date Height/Weight Length/Weight Pre-pregnancy weight if applicable Birth Measurements – weight and length
1.7	The Bloodwork measurement data should include: Measurement Date Hemoglobin Hematocrit Lead
2	**HIPAA Compliance**
2.1	The inbound file from the Medical Provider will be in HL7 format
3	**Reporting**
3.1	A report to allow State and Local Agency staff to review duplicate pre-applicants and clients that were loaded into the pre-application screen.
3.2	The report should include Anthro and/or Bloodwork measurements and date of measurements sent in the file.

MSC Task Order

Requirement Number	Requirement Description

Database Impact

Updated tables to support the following features:

- Addition of anthropometric measurements and bloodwork data and date of measurement to the Online Application tables

Documentation Impact

Update the DFDD for the Online WIC Pre-Application Portal.

Help Text Impact

Update the Update Online Application Help Text

Assumptions

None.

Optional Services

Costs for Optional Services are included in Section II – Project and Invoice Schedule, Deliverable #4.

Req #	Optional Service Requirement
OS-1.0	**Provide Test Cases**
OS-1.1	Develop "happy path" Test Cases for each CRA requirement for MSC staff reference during User Acceptance Testing.

Section II – Project Milestones and Invoice Schedule

Project Milestones and Optional Services Selected

Project Milestone	Hours	Rate	Cost
RTM and Design Complete	100	110	$11,000.00
Development Complete	300	110	$33,000.00
Testing and Documentation Complete	233	110	$25,630.00
Production Deployment	34	110	$3,740.00
Project Milestone Total	**667.00**		**$73,370.00**

Optional Services

MSC Task Order

Develop Test Cases	45.00	110	$4,950.00
Optional Services Total	**45.00**		**$4,950.00**
Milestones plus Optional Services Total	**712.00**		**$78,320.00**

Invoice and Payment Schedule

This table shows the Deliverables, Payment Milestones, and the Payment Schedule. Invoicing may occur after approval from the MSC.

Del #	Payment Milestone	Payment Schedule	Hours	Cost
1	**RTM and Design Complete**	August 2024	100	$11,000.00
2	**Development Complete**	November 2024	300	$33,000.00
3	**Testing and Documentation Complete**	December 2024	233	$25,630.00
4	**Test Cases Delivered**	December 2024	45	$4,950.00
5	**Production Deployment**	March 2025	34	$3,740.00
	Task Order Total		**712.00**	**$78,320.00**

The MSC will be invoiced on a time and materials basis by payment milestone. In each invoice for this Task Order, 5% will be retained by the MSC, and after all deliverables for the System enhancement are accepted and approved, CDP may invoice for the retainage.

In the event of non-compliance with one (1) or more SLRs for the System enhancement, CDP may not invoice for the retained amount until a Corrective Action Plan (CAP) has been fully satisfied and approved. The MSC may waive the CAP requirement and negotiate with CDP to identify mutually agreeable terms.

MSC Task Order

Section III – Task Order Review

Signatures indicate acceptance of this document, and the Task Order is approved to move forward.

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2/1/2024

Signature

Date: / /

Kansas Approval

DocuSigned by:
Danica Pelzel
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2/6/2024

Signature

Date: / /

New Hampshire Approval

DocuSigned by:
Lissa Sirois
049EDE380D4B4E8...

2/1/2024

Signature

Date: / /

CDP Concurrence

DocuSigned by:
Scott Pralle
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2/6/2024

Signature

Date: / /

MSC Task Order

General Information (completed by the MSC PMO)

Task Order Number: 2024 – 06
Task Order Requester: New Hampshire WIC
Date: 01/30/2024
Change Request Application (CRA) included in this Task Order:

- CRA 228 - Lead Level Cutoff change

Payment Approach: New Hampshire will be the sole payor for this Task Order.

Section I – Project Scope of Work

Problem Statement

Federally mandated change to the assignment of Risk Factor 211 – Elevated blood lead levels. Must keep all historical records intact of the previous cutoff for:

- history of risk criteria
- anthropometric screens
- certification summary
- participant health summary
- other associated reports/summaries that include this information.

Proposed Solution

CDP proposes to modify Client Services:

- New Hampshire:
  - Infants and Children: Change the criteria for the auto-assignment of Risk Factor 211 – Elevated Blood Levels to > or = to 3.5 micrograms/deciliter
  - Women: No change (remains at > or = 5)
- HI, KS, ITCA:
  - Children: Change the criteria for the auto-assignment of Risk Factor 211 – Elevated Blood Levels to > or = to 3.5 micrograms/deciliter
  - Infants and Women: No change (remains at > or = 5)
- All states
  - No changes on historical levels for Infants throughout the MIS

MSC Task Order

System Component Impact

The following applications will be updated:

- Client Services Application

High-Level Requirements

Requirement Number	Requirement Description
1	**Bloodwork screen**
1.1	Modify the current lead cutoff level for RF 211 "Elevated Blood Lead Levels" from > or = 5 micrograms/deciliter to > or = 3.5 micrograms/deciliter for **Children**.
1.2	**NH Only**: Auto Assign Risk Factor 211 "Elevated Blood Lead Levels" when the threshold is > or = 3.5 for **Infants and Children** and if the lead measure is taken < or = 12 months. **KS, HI, ITCA**: Auto Assign Risk Factor 211 "Elevated Blood Lead Levels" when the threshold is > or = 3.5 for **Children** and if the lead measure is taken < or = 12 months.
1.3	**NH Only**: Auto Assign Risk Factor 211 "Elevated Blood Lead Levels" when the threshold is > or = 5 for **Women** (all categories) and if the lead measure is taken < or = 12 months. **KS, HI, ITCA**: Auto Assign Risk Factor 211 "Elevated Blood Lead Levels" when the threshold is > or = 5 for **Infants and Women** (all categories) and if the lead measure is taken < or = 12 months
2	**Reporting**
2.1	Keep all historical records intact of the previous cutoff in history in: • Risk criteria • Bloodwork screens • Certification summary • Participant health summary • Any other associated reports/summaries that include this information.

Database Impact

None.

Documentation Impact

Update the DFDD for the Risk Factor Assignment.

Help Text Impact

Update the Risk Factor Help Text

MSC Task Order

Assumptions

None.

Optional Services

Costs for Optional Services are included in Section II – Project and Invoice Schedule, Deliverable #4.

Req #	Optional Service Requirement
OS-1.0	**Provide Test Cases**
OS-1.1	Develop "happy path" Test Cases for each CRA requirement for MSC staff reference during User Acceptance Testing.

Section II – Project Milestones and Invoice Schedule

Project Milestones and Optional Services Selected

Project Milestone	Hours	Rate	Cost
RTM and Design Complete	25.00	110	$2,750.00
Development Complete	74.00	110	$8,140.00
Testing and Documentation Complete	58.00	110	$6,380.00
Production Deployment	9.00	110	$990.00
Project Milestone Total	**166.00**		**$18,260.00**

Optional Services			
Develop Test Cases	10.00	110	$1,100.00
Optional Services Total	**10.00**		**$1,100.00**

Milestones plus Optional Services Total	**176.00**	**$19,360.00**

Invoice and Payment Schedule

This table shows the Deliverables, Payment Milestones, and the Payment Schedule. Invoicing may occur after approval from the MSC.

Del #	Payment Milestone	Payment Schedule	Hours	Cost
1	**RTM and Design Complete**	August 2024	25.00	$2,750.00
2	**Development Complete**	November 2024	74.00	$8,140.00
3	**Testing and Documentation Complete**	December 2024	58.00	$6,380.00
4	**Test Cases Delivered**	December 2024	10.00	$1,100.00
5	**Production Deployment**	March 2025	9.00	$990.00
	Task Order Total		**176.00**	**$19,360.00**

The MSC will be invoiced on a time and materials basis by payment milestone. In each invoice for this Task

MSC Task Order

Order, 5% will be retained by the MSC, and after all deliverables for the System enhancement are accepted and approved, CDP may invoice for the retainage.

In the event of non-compliance with one (1) or more SLRs for the System enhancement, CDP may not invoice for the retained amount until a Corrective Action Plan (CAP) has been fully satisfied and approved. The MSC may waive the CAP requirement and negotiate with CDP to identify mutually agreeable terms.

MSC Task Order

Section III – Task Order Review

Signatures indicate acceptance of this document, and the Task Order is approved to move forward.

Hawaii Approval

DocuSigned by:
Melanie Murakami
C1AA6C5FD1D2482...

2/15/2024

Signature

ITCA Approval

DocuSigned by:
Mindy Jossefides
3F98DBF8EBC442C...

2/15/2024

Signature

Kansas Approval

DocuSigned by:
Danica Pelzel
F1049D1968F14AB...

2/16/2024

Signature

New Hampshire Approval

DocuSigned by:
Lissa Sirois
049EDE380D4B4E8...

2/15/2024

Signature

CDP Concurrence

DocuSigned by:
Scott Pralle
6AEF605E48D6422...

2/20/2024

Signature

MSC Task Order

General Information (completed by the MSC PMO)

Task Order Number: 2024 – 10

Task Order Requester: New Hampshire WIC Program

Date Requested: 03/13/2024

Change Request Application (CRA) included in this Task Order:

- CRA 226 – Set Minimum Package Size for Prorate

Payment Approach: New Hampshire will be the sole payor for this Task Order.

Section I – Project Scope of Work

Problem Statement

The minimum amount for a prorated item is based on the smallest package size of products in that category. For example, 9 oz cereal boxes were added during the pandemic, so now cereal is prorated to 9 oz boxes instead of 12 oz boxes. The 9 oz boxes of cereal are no longer authorized, so clients cannot redeem these benefits. Another product affected is baby cereal- we allow 8 and 16-oz boxes. When the system prorates to 50% (12 oz), the client can get an 8 oz box and then have 4 oz left that they cannot redeem. Baby food meats are also affected.

MSC staff need to be able to indicate the package size used to calculate 25%, 50%, and 75% proration.

Proposed Solution

CDP proposes to modify the MIS to provide the desired outcomes of:

- Calculate the package size used when prorating benefits at 25%, 50%, and 75%.
- Allow the user to modify the calculated proration package size.
- Initial calculation of the proration package size to populate the new fields.
- Update the proration calculation to use the proration package sizes.

System Component Impact

The following MIS applications will be updated:

- Client Services
- Food Package

MSC Task Order

High-Level Requirements

Requirement Number	Requirement Description
1	**Modify eWIC Standard Food Package Wizard/Food Package Basket**
1.1	Modify (Step 2) the Food Package Basket Limits screen to add three (3) new updateable columns representing the proration periods (25%, 50%, 75%).
1.2	For new Food Packages, populate the new fields with the system-calculated suggested prorated amount for each food basket item. Note: Explore if a single minimum quantity for proration could be used– i.e., never issue less than 12 oz of cereal.
1.3	Allow the user to replace the calculated value with a user-entered value to be used by the proration calculation.
1.4	Maintain user-entered values so the user does not have to populate each time a food package is modified or created.
1.5	One-time batch process – initially populate the fields with the system-calculated proration amounts for the current/active food packages.
2	**Food Package Assignment/Proration**
2.1	Use the proration override amount vs. the system-generated proration suggestion when proration is suggested for a client's benefit issuance.

Database Impact

The database impact of the new features:

- Addition of three (3) new proration package sizes (25%, 50%, 75%)

Documentation Impact

The documentation to be updated:

- Update Food Package Wizard – Food Package DFDD
- Update Benefit Issuance DFDD

Help Text Impact

The Help Text to be updated is:

- Update Food Package Wizard – Food Package Help Text
- Update Benefit Issuance Help Text

MSC Task Order

Assumptions

CDP has no assumptions.

Section II – Project Milestones and Invoice Schedule

Project Milestones and Optional Services Selected

Project Milestone	Hours	Rate/Hour	Cost
RTM and Design Complete	54.00	$110	$5,940.00
Development Complete	162.00	$110	$17,820.00
Testing and Documentation Complete	126.00	$110	$13,860.00
Production Deployment	18.00	$110	$1,980.00
Project Milestone Total	**360.00**		**$39,600.00**

Optional Services Selected			
Develop Test Cases	15.00	$110	$1,650.00
Optional Services Total	**15.00**		**$1,650.00**
Milestone plus Optional Services Total	**375.00**	**110**	**$41,250.00**

Invoice and Payment Schedule

This table shows the Project Deliverables, Payment Milestones, and the Payment Schedule. Invoicing may occur after approval from the MSC.

Del #	Payment Milestone	Payment Schedule	Hours	Cost
1	RTM and Design Complete	March 2025	54.00	$5,940.00
2	Development Complete	May 2025	162.00	$17,820.00
3	Testing and Documentation Complete	June 2025	126.00	$13,860.00
4	Test Cases Delivered	June 2025	15.00	$1,650.00
5	Production Deployment	September 2025	18.00	$1,980.00
	Task Order Total		**375.00**	**$41,250.00**

The MSC will be invoiced for this Task Order based on time and materials by payment milestone. In each invoice, the MSC will retain 5%. After all deliverables for the System enhancement are accepted and approved, CDP may invoice for the retainage.

If there is non-compliance with one or more SLRs for the System enhancement, CDP may not invoice for the retained amount until a Corrective Action Plan (CAP) has been fully satisfied and approved. The MSC may waive the CAP requirement and negotiate with CDP to identify mutually agreeable terms.

MSC Task Order

Section III – Task Order Review

Signatures indicate acceptance of this document, and the Task Order is approved to move forward.

Hawaii Approval

DocuSigned by:
Melanie Murakami
C1AA8C5FD1D2482...

4/17/2024

Signature | Date

ITCA Approval

DocuSigned by:
Mindy Jossefides
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4/17/2024

Signature | Date

Kansas Approval

DocuSigned by:
Danica Pelzel
F1049D1988E14AB...

4/28/2024

Signature | Date

New Hampshire Approval

DocuSigned by:
Lissa Sirois
049EDE380D4B4E8...

4/17/2024

Signature | Date

CDP Concurrence

DocuSigned by:
Scott Pralle
8AEE605E48D8422...

4/30/2024

Signature | Date

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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 CUSTOM DATA PROCESSING, INC. is a Illinois Profit Corporation registered to transact business in New Hampshire on January 20, 2022. 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: **891118**

Certificate Number: **0006736472**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of July A.D. 2024.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, Kelly Pralle, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Custom Data Processing, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on July 16, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Scott Pralle and Stan Cochran (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Custom Data Processing, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 7/16/2024

Signature of Elected Officer
Name: Kelly Pralle
Title: President

Rev. 03/24/20

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CUSTO-6

OP ID: DD

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/02/2024

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 708-478-3440
Southpoint Insurance Agcy, Inc
15341 S 94th Ave Ste 100
Orland Park, IL 60462
James A Carney

CONTACT NAME: Denise Davis
PHONE (A/C, No, Ext): 708-478-3440 FAX (A/C, No): 708-478-3368
E-MAIL ADDRESS: ddavis@thinksouthpoint.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance	22292
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Custom Data Processing Inc.
1408 S. Joliet Road
Romeoville, IL 60446

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			OBC-D795058-00	01/01/2024	01/01/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			AWC-A186902-05	01/01/2024	01/01/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE			OBC-D795058-00	01/01/2024	01/01/2025	AGGREGATE	$ 4,000,000
	X DED RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A		W2C-D782693-00	01/01/2024	01/01/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	E&O and Cyber			LHC-D795990-00	01/01/2024	01/01/2025	E&O/Cyber	5,000,000
A	Crime -Client Prop			BDC-D857775-00	01/01/2024	01/01/2025	Crime	3,000,000

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

CERTIFICATE HOLDER

NEWHAMS

State of New Hampshire
Dept of Health & Human Svcs
129 Pleasant Street
Concord, NH 03301-3857

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

James A. Carney

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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

April 13, 2022

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 a contract with Custom Data Processing, Inc. (VC#391550), Frankfort, KY, in the amount of $1,565,172 to provide Operations and Maintenance Services for the New Hampshire Women, Infants, and Children Program's Management Information System, with the option to renew for up to five (5) additional years, effective upon Governor and Council approval through June 30, 2027. 100% Federal Funds.

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Years 2024, 2025, 2026, and 2027, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	90006051	$48,011
2022	102-500731	Contracts for Prog Svc	90006041	$44,211
2023	102-500731	Contracts for Prog Svc	90006015	$294,590
2024	102-500731	Contracts for Prog Svc	90006015	$294,590
2025	102-500731	Contracts for Prog Svc	90006015	$294,590
2026	102-500731	Contracts for Prog Svc	90006015	$294,590
2027	102-500731	Contracts for Prog Svc	90006015	$294,590
			Total	$1,565,172

EXPLANATION

The purpose of this request is for the Contractor to provide hosting, operations, software maintenance, technical support services, help desk support and software enhancements for the New Hampshire Women, Infants, and Children Program's Management Information System that is used to determine eligibility and electronically document a participant's certification record.

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The Contractor is to provide technical services for the maintenance and enhancement of the Multi-State Consortium Management Information System for the Special Supplemental Nutrition Program for Women Infants and Children. The Software Application is a United States Department of Agriculture (USDA) approved public domain WIC Application. New Hampshire WIC is one member within the four state consortium, along with Kansas, Inter-Tribal Council of Arizona and Hawaii. The consortium allows each state to have their own secure database, but shared costs for system maintenance, enhancements, help desk and change requests.

Approximately 13,500 individuals will be served each month in New Hampshire during State Fiscal Years 2022, 2023, 2024, 2025, 2026, and 2027.

The New Hampshire WIC Nutrition Program provides free healthy food, nutrition education, and healthcare referrals to more than 13,500 low-income women, infants and preschool-aged children each month. It is vital for WIC staff to have the capability to determine participant eligibility, document nutrition education and counseling, print federally required eligibility and termination letters and document health and social service referrals, which include the USDA non-discrimination statement. The system also allows applicants to begin their WIC application online or through an automated referral from NH EASY before completing it in-person or over the phone with a WIC nutritionist. All federally mandated monthly and annual reporting is provided through the WIC MIS.

The Department will monitor services by ensuring the Contractor meets the service delivery benchmarks and performance standards noted in the contract.

The State of Kansas released a Request for Proposal from February 24, 2021 through May 26, 2021, a link to the Request for Proposal was posted on the Department's website from the same timeframe. The Department received four (4) responses that were reviewed and scored, by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up to five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

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

Area served: Statewide

Source of Federal Funds: CFDA #10.557, FAIN #224NH703W1003

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

Respectfully submitted,

DocuSigned by:
Lori A. Shiblinette
24BAB37ED0E0488...

Lori A. Shiblinette
Commissioner

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFP-2022-DPHS-01-WICMA

Project Title WIC MIS Multi State Consortium

	Maximum Points Available	Accenture	CDP, Inc.	Cquest	22nd Century Technologies, Inc.
Technical					
DoIT System Technical Requirments	45	34.5	44.5	42.75	21.25
Vendor Qualifications	25	5.75	25	24.25	0
Subtotal - Technical	70	40.25	69.5	67	21.25
Cost					
Cost	70	30	25	15	27
Subtotal - Cost	70	30	25	15	27
TOTAL POINTS	140	70.25	94.5	82	48.25

	Reviewer Name	Title
1	Lissa Sirois	NH WIC Administrator/ Bureau Chi
2	Matt Ensign	NH IT Lead
3	Tara Orchard	NH Progam Specialist IV
4	David Thomasen	Kansas WIC Director
5	Mindy Jossefide	ITCA WIC Director
6	Melanie Murakami	Hawaii WIC Director
7	Gordon Chen	Hawaii WIC IT Specialist

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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

April 18, 2022

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

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Custom Data Processing of Frankfort, KY, as described below and referenced as DoIT No. 2020-051:

> The Department of Health and Human Services requests approval to enter into a contract with Custom Data Processing to provide hosting, operations, software maintenance, technical support services, help desk support and software enhancements for the New Hampshire Women, Infants, and Children Program's Management Information System that is used to determine eligibility and electronically document a participant's certification record.
>
> The cost of the contract is not to exceed $1,565,172.00 and it shall become effective upon Governor and Council approval through June 30, 2027.

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

Sincerely,

Denis Goulet

DG/RA
DoIT #2020-051
cc: Michael Williams, IT Manager, DoIT

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STATE OF NEW HAMPSHIRE

Department of Health and Human Services

WIC Management Information System (MIS) - Multi-State Consortium

RFP-2022-DPHS-01-WICMA-01 - 2020-051

Template Revision V4.0

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
WIC Management Information System (MIS) - Multi-State Consortium
RFP-2022-DPHS-01-WICMA-01 - 2020-051
TABLE OF CONTENTS

Contents

EXHIBIT A - SPECIAL PROVISIONS 9
EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES 14
1. Scope of Services 14
2. Business / Technical Requirements 16
3. Activity, Deliverable, and Milestone 16
4. Deliverable Review and Acceptance 22
5. Change Order 22
6. Implementation Services 22
7. Project Management 23
8. Work Plan 26
9. Acceptance & Testing Services 26
10. UAT 26
11. Deploy the system to the MSC servers 27
12. EBT Support 27
13. Maintenance, Operations and Support 28
14. Operations 28
15. Software Agreement 35
16. Administrative Services 35
17. Training 35
18. Terms and Definitions 35
19. Contractor's Certificates 35
EXHIBIT C – PRICE AND PAYMENT SCHEDULE 36
1. Contract Price 36
2. Travel Expenses 36
3. Shipping Fees 36
4. Invoicing 36
5. Invoice Address 36
6. Payment Address 36

Contractor Initials: S
Date: 4/18/2022

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
WIC Management Information System (MIS) - Multi-State Consortium
RFP-2022-DPHS-01-WICMA-01 - 2020-051
TABLE OF CONTENTS

7. Overpayments to the Contractor 37
8. Credits 37
9. Monthly Invoicing 37
10. Project Holdback 38
EXHIBIT D – SOFTWARE AGREEMENT 40
1. License Grant 40
EXHIBIT E – ADMINISTRATIVE SERVICES 42
1. Dispute Resolution 42
2. Access and Cooperation 42
3. Record Retention 42
3. Accounting 43
4. Audit 43
5. Miscellaneous Work Requirements 43
EXHIBIT F – TERMS AND DEFINITIONS 46
EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES 51
1. Attachments 51
2. Contractor Certificates 51

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STATE OF NEW HAMPSHIRE
Department of Health and Human Services
WIC Management Information System (MIS) - Multi-State Consortium
RFP-2022-DPHS-01-WICMA-01 - 2020-051
STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

FORM NUMBER P-37 (version 12/11/2019)

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 Custom Data Processing, Inc.		1.4 Contractor Address 951 Chenault Road, Frankfort, KY 40601	
1.5 Contractor Phone Number 800-888-6035	1.6 Account Number 05-95-90-902010-52600000	1.7 Completion Date June 30, 2027	1.8 Price Limitation $1,565,172
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Scott Pralle Date: 4/18/2022		1.12 Name and Title of Contractor Signatory Scott Pralle VP, Business Dev	
1.13 State Agency Signature DocuSigned by: Patricia M. Tilley Date: 4/18/2022		1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino On: 4/18/2022			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials: DS
Date: 4/18/2022

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations, and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously 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 amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

EXHIBIT A - SPECIAL PROVISIONS

The terms outlined in the P-37 General Provisions are modified as set forth below:

A.1 Provision 3, Effective Date/Completion of Services, is updated with the following addition:

3.3 The Term may be extended up to five (5) years(s), ("Extended Term") at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended Term, up to but not beyond June 30, 2032 under the same terms and conditions, subject to approval of the Governor and Executive Council.

A.2 Provision 5, Contract Price/Price Limitation/ Payment, is updated with the following addition:

5.5 The State's liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State. Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. 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.

A.3 Provision 8, Event of Default/Remedies, is updated with the following addition:

8.2.5 Provide the Contractor a written notice specifying the event of Default, terminate the agreement as breached, and procure Services that are the subject of the Contract from another source and Contractor shall be liable for reimbursing the State 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.

A.4 Provision 9, Termination, is deleted and replaced with the following:

9. TERMINATION

9.1 Notwithstanding Paragraph 8, the State may, at its sole discretion, and with written notice, terminate the Agreement for any reason, in whole or in part. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.2 Termination Procedure

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

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

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

b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

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

d. Take no action to intentionally erase or destroy any State data, which includes State data held by the Contractor's subcontractors;

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

f. Work with the State to develop a Services and Data Transition Plan per the "Contract End-of-Life Transition" requirement in the Additional Requirements section of this Contract; and

9.2.3

a. Work with the State to develop a Services and Data Transition Plan per the "Contract End-of-Life Transition" requirement in the Additional Requirements section of this Contract; and

b. Provide written Certification to the State that Contractor has surrendered to the State all said property.

9.2.4 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services").

9.2.5 This covenant in paragraph 9 shall survive the termination of this Contract.

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A.5 Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information is defined in the Department of Health and Human Services' Information Security Requirements Exhibit K.

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

10.5 Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;

b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;

c. is disclosed with the written consent of the disclosing Party's Privacy Officer or designee.

10.6 Contractor Confidential Information

Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential or proprietary, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

10.8 This covenant in paragraph 10 shall survive the termination of this Contract.

A.6 Provision 12, Assignment/Delegation/Subcontracts, is updated with the following additions:

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12.3 In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State; or

b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

12.4 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

A.7 The following Provisions are added and made part of the P37:

25. FORCE MAJEURE

25.1 Neither 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 be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

25.2 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.

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26. EXHIBITS/ATTACHMENTS

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

The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement.

The Contractor shall comply with the terms and conditions in the Information Security Exhibit. All DHHS Exhibits D through K, which are attached hereto and incorporated by reference herein.

27. NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

28. GOVERNMENT APPROVALS

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

29. ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:

i. State of New Hampshire, Department of Health and Human Service, Contract Agreement RFP-2022-DPHS-01-WICMA-01 - 2020-051.

ii. State of New Hampshire, Department of Health and Human Service RFP-2022-DPHS-01-WICMA-01. **WIC Management Information System (MIS) - Multi-State Consortium.**

iii. Vendor Proposal Response to Department of Health and Human Service RFP-2022-DPHS-01-WICMA-01 WIC Management Information System (MIS) - Multi-State Consortium dated May 12, 2021.

iv. Additional Contractor Provided Documents (see Exhibit G).

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EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

WIC is a federally funded program that provides nutrition education and counseling, related preventive health services, and eWIC cards with benefits for specific nutritious food prescriptions to pregnant women, breastfeeding women up to 12 months following childbirth, non-breastfeeding women up to six (6) months following childbirth, infants, and children up to their fifth birthday. Food benefits and eWIC cards are provided to clients/participants who redeem food benefits using their eWIC cards at participating retailers with each MSC State Agency.

An option to the contract is for the Contractor to provide the functionality for participants to use their eWIC cards at Farmers' Markets.

Given the nature of the Department of Health and Human Services activities and supporting data, the Solution shall maintain evidentiary integrity and fully comply with the Department's Information Security Requirements Exhibit K.

The Statement of Work, Business and Technical Requirements, and Deliverables are set forth below.

1. **Scope of Services**

1.1 The Contractor shall provide technical services for the Maintenance and Enhancement (M&E) of the Multi-State Consortium (MSC) Management Information System (MIS) for the Special Supplemental Nutrition Program for Women Infants and Children (WIC). The Software Application is a United States Department of Agriculture (USDA) approved public domain WIC Application the using entities are the State of Kansas, the Inter-Tribal Council of Arizona, Inc. (ITCA), the State of New Hampshire, and the State of Hawaii. This contract is the function for dedicated use by the State of New Hampshire, Department of Health and Human Services.

1.2 The Kansas, ITCA, and New Hampshire WIC Programs executed a Memorandum of Understanding (MOU) in 2009, creating the MSC. The Hawaii WIC was added to the MSC in 2016.

1.3 The MSC MIS is a transfer system originally developed for the State of Washington by Starling Systems (formally Starling Consulting Inc. which was acquired by, and is now known as, CQuest America). The System was implemented in Kansas in 2004 as the KWIC system, in ITCA as the STARS system and New Hampshire in 2005 as the StarLINC system. In October of 2012 the MSC MIS was updated to the.Net platform using Service-Oriented Architecture (SOA) principles and object-oriented design.

1.4 The Contractor shall provide hosting, operations, software maintenance, technical support services, and software enhancements for the MIS operated by the MSC.

1.5 The Contractor's support and maintenance shall commence upon July 1, 2022 and extend through the end of the Contract term, and any extensions thereof. The M&E Contractor will be responsible for all aspects of the MIS including, but not limited to, the following:

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
WIC Management Information System (MIS) - Multi-State Consortium
RFP-2022-DPHS-01-WICMA-01 - 2020-051
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHINCAL REQUIREMENTS AND DELIVERABLES

1.5.1 Hosting Central Processing System (CPS) for the States of Kansas, New Hampshire, and Hawaii, including back-up system.

1.5.2 Operations of CPS for State of Kansas and ITCA.

1.5.3 Database, maintenance and administration including, but not limited to, data synchronization between the M&E Contractor, States, and community-based local agencies.

1.5.4 Help Desk services.

1.5.5 Telecommunications and network support for hosted systems.

1.5.6 Security and Disaster Recovery for hosted systems.

1.5.7 Applications maintenance, development, deployment (including deployment scripts), enhancements, defect tracking and documentation in accordance with the contract and as requested by the MSC.

1.6 The MSC WIC System complies with the USDA/FNS Functional Requirements for a Model WIC Information Systems (FReD) including:

1.6.1 modern web (html/http) technology

1.6.2 standard WIC data elements

1.6.3 open system architecture

1.6.4 modular components

1.6.5 compliance with federal policy and regulations

1.7 The MSC WIC System stores data in a centralized database. The System includes guided ad hoc reports for creating lists of clients, vendors, and food benefits. The System functions equally well in both physical and virtualized hardware environments. The MSC WIC System includes Electronic Benefit Transfer (EBT), developed for on-line EBT issuance. Currently, both the CDP WIC Direct EBT System and the current contractor Conduent WIC Connect EBT System are supported.

1.8 The Contractor shall be responsible for the support, maintenance, and modifications of the WIC MIS applications using the regulations, policies, and standards set forth in the following:

1.8.1 USDA's Functional Requirements Document for a Model WIC System (FReD).

1.8.2 Vendor Regulations including the federally mandated report The Integrity Profile (TIP) NOTE: The TIP report is being phased out and replaced by another system after FFY2020. Bidders will be required to transition to the new report. The report summarizes data from fields within the MIS.

1.8.3 Financial and participation count by category computations supporting federally mandated reports.

1.8.4 WIC System interfaces and standard reports, including:

1.8.4.1 Participant Characteristics Minimum Date Set & Supplemental Data Set.

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1.8.4.2 Nightly SFTP (or e-mail) interface and/or import/export of files with any eWIC Service Providers

1.8.4.3 Quarterly reports (formerly known as the CDC PedNSS and PNSS)

1.8.4.4 Multi-state Dual Participation flat file interface

1.8.4.5 Monthly Infant Formula Rebate files

1.9 The Contractor acknowledges they will be fully compliant of all requirements for the system as listed in this Agreement.

1.10 The Contractor will provide for all needed interfaces listed in this Agreement.

1.11 The Contractor will meet or exceed the Minimum Qualifications for Project Management and Service Level Requirements (SLRs) as described in this Agreement t.

1.12 The Contractor acknowledges they will comply with the Deliverables listing provided in this Agreement.

1.13 The Contractor submitted document EVT0007887 - 7.13 Response Table V 0.3.1 is made part of the Scope of Work. It will have precedence over any conflicts in these specifications.

2. Business / Technical Requirements

Business and Technical Requirements are identified in Exhibit G: Attachment 1.

2.1 Compliance Requirements

Agency Compliance Documents are identified in Exhibit G: Attachment 2.

3. Activity, Deliverable, and Milestone

3.1 Table 1 - High-level Hosting Transition Activities

Week	Activity
1	• Hold introductory meeting. • Finalize and approve the transition in plan and schedule with MSC and CQuest. • Finalize and approve milestones and deliverables. • Determine the appropriate approach to track progress of transition in activities. • Initiate data center preparation for test and production. • Establish knowledge sharing sessions related to hosting, maintenance processes, and procedures.
2	• Obtain initial artifacts (such as database backups, source code, and documentation) from CQuest's office (redundant drives). • Stand up at least one test environment. • Work with CQuest to get the MSC system running on a test environment with data loaded from an acquired backup. • Complete all non-production test environments. • Continue knowledge sharing sessions. • Meet with ITCA data center staff to determine hosting support needs.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
WIC Management Information System (MIS) - Multi-State Consortium
RFP-2022-DPHS-01-WICMA-01 - 2020-051
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHINCAL REQUIREMENTS AND DELIVERABLES

Week	Activity
3	• Hold onsite kickoff meeting. • Set up at least one test environment for each state agency. • Continue setting up other test environments. • Continue knowledge sharing sessions. • Prepare production infrastructure (such as routers, switches, SANs, VPN, and servers). • Meet with ITCA data center staff determine hosting support needs.
4	• Verify all non-production devices are fully functioning with the MSC and SEBTC systems. • Continue knowledge sharing sessions. • Meet with ITCA data center staff to prepare for CDP taking over support. • Stand up the ITCA backup site in CDP's backup data center. • Set up real-time data replication between ITCA and CDP's data centers. • Obtain the go/no go decision on CDP's readiness to support ITCA. • Ensure the Hawaii production environment is fully tested, certified, and ready for cutover, including failover capability between data centers.
5	• Turn on real-time data replication between ITCA and CDP. • Swap roles with CDP taking lead on ITCA hosting support and CQuest shadowing. • Ensure the New Hampshire production environment is fully tested, certified and ready for cutover, including failover capability between data centers. • Obtain the go/no go decision on cutting over Hawaii hosting to CDP.
6	• Transition Hawaii to CDP's data center after close of business for clinics. CDP will physically retrieve the final Hawaii production database from the CQuest data center in Springfield, Illinois and load it into the CDP environment. • Verify the CDP system is working, DNS changes are made, and Hawaii clinics can connect to the system and VPN. • Verify WIC Direct, and all other third-party connections are working. • Switch roles, with CDP acting as primary support for Hawaii WIC and CQuest shadowing. • Ensure the Kansas production environment is fully tested, certified, and ready for cutover, including failover capability between data centers. • Obtain the go/no go decision on transitioning New Hampshire production to CDP.
7	• Transition New Hampshire to CDP's data center after close of business for clinics. CDP will physically retrieve the final New Hampshire production database from the CQuest data center in Springfield, Illinois and load it into the CDP environment. • Verify the CDP system is working, DNS changes are made, and New Hampshire clinics can connect to the system and VPN. • Verify WIC Connect and all other third-party connections are working. • Switch roles, with CDP acting as primary support for New Hampshire WIC and CQuest shadowing.
8	• Transition Kansas to CDP's data center after close of business for clinics. CDP will physically retrieve the final Kansas production database from the CQuest data center in Springfield, Illinois and load it into the CDP environment. • Verify the CDP system is working, DNS changes are made, and Kansas clinics can connect to the system and VPN. • Verify WIC Direct, and all other third-party connections are working. • Switch roles, with CDP acting as primary support for Kansas WIC and CQuest

Week	Activity
	shadowing.
9-13	▪ Operate CDP as primary with CQuest as a shadow. ▪ Complete transition in week 13 (June 30, 2022).

3.2 Table 2 - High-level MSC System Transition Activities

Week	Activity
1	▪ Hold introductory meeting. ▪ Finalize and approve the transition in plan and schedule with MSC and CQuest. ▪ Finalize and approve all milestones and deliverables. ▪ Determine the appropriate approach to track progress of transition in activities. ▪ Procure all internal development, test equipment, and peripheral devices.
2	▪ Obtain source code, documentation, and all other artifacts related to the MSC system at the same time database backups are retrieved. ▪ Demonstrate the MSC system to CDP. ▪ Review system architecture and technical documentation with CDP.
3	▪ Hold the onsite kickoff meeting. ▪ Load the MSC system source code and documentation into CDP's Azure DevOps project. ▪ Conduct a code walkthrough session with CDP. ▪ Review source code, documentation, and conduct weekly Q&A session between CDP and CQuest. ▪ Meet with the CQuest test team to discuss testing tools, processes, and procedures.
4	▪ Continue code walkthroughs and knowledge sharing. ▪ Continue reviewing source code, documentation, and conducting weekly Q&A session between CDP and CQuest. ▪ Perform the first build of the MSC system at CDP.
5	▪ Transition ITCA issues and support including ticket triage, bug fixes, data correction to CDP with CQuest shadowing. ▪ Shadow CQuest development staff on any non-ITCA bug triaging or code changes to the MSC system. ▪ Continue code walkthroughs and knowledge sharing. ▪ Continue reviewing source code, documentation, and conducting weekly Q&A session between CDP and CQuest. ▪ Build and deploy the MSC system to CDP test environments with assistance from the CQuest, as needed. ▪ Send onsite staff to CDP's data center to assist with setup, deployment, and system configuration.
6	▪ Continue code walkthroughs and knowledge sharing. ▪ Continue reviewing source code, documentation, and conducting weekly Q&A session between CDP and CQuest. ▪ Internal meetings with CDP development to finalize team processes such as configuring DevOps Story board and Microsoft Teams set up.
7	▪ Transition Hawaii issues and support including ticket triage, bug fixes, data correction to CDP with CQuest shadowing. ▪ Continue code walkthroughs and knowledge sharing.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
WIC Management Information System (MIS) - Multi-State Consortium
RFP-2022-DPHS-01-WICMA-01 - 2020-051
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHINCAL REQUIREMENTS AND DELIVERABLES

Week	Activity
	• Continue reviewing source code, documentation, and conducting weekly Q&A session between CDP and CQuest. • Continue internal CDP development meetings.
8	• Transition New Hampshire issues and support including ticket triage, bug fixes, data correction to CDP with CQuest shadowing. • Continue code walkthroughs and knowledge sharing. • Continue reviewing source code, documentation, and conducting weekly Q&A session between CDP and CQuest. • Continue internal CDP development meetings. • Begin planning Initial CDP release.
9	• Transition Kansas issues and support including ticket triage, bug fixes, data correction to CDP with CQuest shadowing. • Continue code walkthroughs and knowledge sharing. • Continue reviewing source code, documentation, and conducting weekly Q&A session between CDP and CQuest. • Continue internal CDP development meetings. • Continue planning initial CDP release.
10-13	• Ensure CDP is lead for all state agencies with CQuest shadowing until transition ends on June 30, 2022. • Continue planning initial CDP release.

3.3 Table 3 -High-level Help Desk Transition Activities

Week	Activity
1	• Hold introductory meeting. • Finalize and approve the Transition In Plan and schedule with MSC and CQuest. • Finalize and approve milestones and deliverables. • Determine the appropriate approach to track progress of transition in activities. • Procure all internal development and test equipment and peripheral devices.
2	• Demonstrate the MSC system for CDP help desk team. • Hold meeting between CDP and CQuest help desk teams to initiate knowledge sharing on processes and procedures.
3	• Hold the onsite kickoff meeting. • Provide access to CQuest's ticket tracking system so that CDP can review all tickets. • Shadow CQuest help desk on support calls and ticket monitoring. • Continue knowledge sharing sessions focused on MSC processes and procedures.
4	• Continue to shadow CQuest help desk. • Provide CDP help desk access to CDP MSC test environments for self-training on the MSC systems. • Continue knowledge transfers sessions, focusing on known issues, workarounds, and common support tickets and resolutions. • Initiate converting ITCA support tickets from the CQuest ticket system to CDP's Elementool ticketing system.
5	• Transition ITCA help desk support to CDP; continue shadowing CQuest for all other state agencies. • Continue knowledge transfers sessions, focusing on known issues, workarounds, and

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
WIC Management Information System (MIS) - Multi-State Consortium
RFP-2022-DPHS-01-WICMA-01 - 2020-051
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHINCAL REQUIREMENTS AND DELIVERABLES

Week	Activity
	common support tickets and resolutions. ▪ Initiate converting Hawaii support tickets from the CQuest ticket system to CDP's Elementoolticketing system.
6	▪ Continue with CDP as ITCA Lead support; shadow CQuest on all other state agencies. ▪ Continue knowledge transfers sessions, focusing on known issues, workarounds, and common support tickets and resolutions.
7	▪ Transition CDP to lead support for ITCA and Hawaii; shadow CQuest on all other state agencies. ▪ Continue knowledge transfers sessions, focusing on known issues, workarounds, and common support tickets and resolutions. ▪ Initiate converting New Hampshire support tickets from the CQuest ticket system to CDP's Elementool ticketing system.
8	▪ Continue with CDP as lead support for ITCA, Hawaii, and New Hampshire; shadow CQuest for Kansas. ▪ Continue knowledge transfers sessions, focusing on known issues, workarounds, and common support tickets and resolutions. ▪ Initiate converting Kansas support tickets from the CQuest ticket system to CDP's Elementool ticketing system.
9	▪ Transition CDP to take lead on Kansas support. CDP will be the primary support for all state agencies; CQuest will shadow.
10-13	▪ Continue acting as lead support for all MSC state agencies; CQuest shadows.

3.4 Table 4 - High-level Hardware Support Transition Activities

Week	Activity
1	▪ Hold introductory meeting. ▪ Finalize and approve the Transition In Plan and schedule with MSC and CQuest. ▪ Finalize and approve milestones and deliverables. ▪ Determine the appropriate approach to track progress of transition in activities. ▪ Procure all internal development and test equipment and peripheral devices.
2	▪ Demonstrates the MSC system to CDP. ▪ Conduct meeting between CDP and CQuest's hardware support teams to begin knowledge share on processes and procedures.
3	▪ Hold the onsite kickoff meeting. ▪ Provide access to CQuest's ticket tracking system so that CDP can review all tickets. ▪ Shadow CQuest help desk on hardware support calls and ticket monitoring. ▪ Continue knowledge sharing sessions focused on MSC processes and procedures.
4-6	▪ Continue to shadow CQuest hardware support team. ▪ Continue knowledge transfers sessions, focusing on common issues that occur and their resolutions. ▪ Continue knowledge transfer sessions, focusing on known issues, workarounds and common support tickets and resolutions.
7	▪ Transition lead support for New Hampshire's hardware support to CDP; CQuest will shadow.
8-13	▪ Continue as primary support for New Hampshire hardware support; CQuest will shadow.

3.5 Table 5 - High-level SEBTC System Transition Activities

Week	Activity
1	• Hold introductory meeting. • Finalize and approve the Transition In Plan and schedule with MSC and CQuest. • Finalize and approve milestones and deliverables. • Determine the appropriate approach to track progress of transition in activities. • Procure all internal development and test equipment and peripheral devices.
2	• Demonstrates the SEBTC system to CDP. • Meet with ITCA's data center team to discuss deployment strategy and processes. • Obtain access to current ticket tracking system to review all tickets. • Partner with CQuest on all SEBTC activity. • Initiate knowledge sharing sessions focusing on system architecture and design.
3	• Hold onsite kickoff meeting. • Continue all SEBTC activity partnered with CQuest. • Continue knowledge sharing sessions and code walkthroughs. • Obtain source code and install in CDP's DevOps.
4	• Continue all SEBTC activity partnered with CQuest. • Continue knowledge transfers sessions and code walkthrough; add the build and deployment processes.
5-8	• Continue all SEBTC activity partnered with CQuest. • Continue knowledge transfers sessions; code walkthrough, and build and deployment processes. • Build and deploy the SEBTC system to CDP test environments.
9-13	• Transition to CDP as lead on all SEBTC activities including support and status reports; CQuest will shadow.

4. Deliverable Review and Acceptance

4.1 Non-Software and Written Deliverables Review and Acceptance

See Release Management Exhibit G – Attachment 2 Section 6

4.2 Software Deliverables Review and Acceptance.

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Acceptance and Testing Services described herein.
In accordance with 45 CFR § 95.617 Software and ownership rights:

(a) *General.* DHHS will have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation under this subpart. Meaning, DHHS will retain ownership of custom modules and code developed from this contract.

(b) *Federal license.* The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation.

(c) Proprietary software. Proprietary operating/vendor-software packages which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions in paragraphs (a) and (b) of this section. FFP is not available for proprietary applications software developed specifically for the public assistance programs covered under this subpart.

DHHS will also retain ownership of all documents, trainings and other guides or print/electronic materials developed or enhanced as a result of this contract.

4.3 Number of Deliverables.

By accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

5. Change Order

See Exhibit G- Attachment 2, Section 7, System Enhancements.

6. Implementation Services

The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan.

The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and Report status.

The Contractor and the State shall adopt a Change Management approach to identify and plan key strategies, communication initiatives, and training plans.

7. Project Management

The Contractor shall provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of the project. The State believes that effective communication and Reporting are essential to Project success. The Contractor shall employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

The Project requires the coordinated efforts of a Project Team consisting of both Contractor and State personnel. Contractor shall provide all necessary resources to perform its obligations under the Contract. Contractor is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.

7.1 The Contractor Key Project Staff

7.1.1 The Contractor's Contract Manager

Contractor shall assign a Contract Manager who will be responsible for all Contract authorization and administration, including but not limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. Contractor's Contract Manager is:

Scott Pralle

708-704-2312

scotta.pralle@cdpehs.com

7.1.2 The Contractor's Project Manager

Contractor shall assign a Project Manager who is qualified to perform or supervise the Contractor's obligations under this Agreement. Contractor's Project Manager is:

Scott Hilboldt

630-972-6337

scott.hilboldt@cdpehs.com

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

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 Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within 72 hours for non-critical item and 30 minutes for critical as outlined in Section 10 "Help Desk" of inquiries from the State, and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

7.1.3 Change of Project Manager

Contractor may not replace the Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and Review as set forth above. Contractor shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management Services through a qualified interim Project Manager.

7.1.4 The Contractors Additional Key Project Staff

The State considers the following individuals to be Key Project Staff for this Project:

Function	Job Title	Personnel
Executive oversight	CDP Executive Management Committee	Part-Time: 51
WIC Center of Innovation – Innovative ideas, WIC expertise, cross-product collaboration for enhancements	Business Analysts, Quality Assurance, Developers, Product Owners	Part-Time: 9
Project oversight	Project Director	Part-Time: 1
Project management	Project Manager	Full-Time: 1
Business Analysts / Help Desk Level 2	Lead BA / Product Owner Business Analyst	Full-Time: 1 Full-Time: 4
Developer	Technical Lead Developer	Full-Time: 1 Full-Time: 4
Quality Assurance	Director of Quality Assurance Quality Assurance Engineer	Part-Time: 1 Full-Time: 2
Technical Writer	Technical Documentation Specialist	Part-Time: 1
Network Operations	Network Administrator Database Administrator	Part-Time: 1 Part-Time: 1
Help Desk	Help Desk Manager Level 1 Help Desk	Part-Time: 1 Part-Time: 5

The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the State. Contractor shall not change Key Project

Staff commitments without providing the State written notice and obtaining the prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

7.1.5 Background Checks

The Contractor shall conduct criminal background checks, at its own expense, and not utilize any staff, including subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

Contractor workforce shall not be permitted to handle, access, view, store or discuss NH DHHS Confidential Data until an attestation is received by the Contractor that all Contractor workforce associated with fulfilling the obligations of this Contract are, based on NH DHHS provided criteria herein and their job responsibility requirements, eligible to participate in work associated with this Contract. Contractor agrees it will initiate a criminal background check re- investigation of all workforce assigned to this Contract every five years. The five year period will be based on the date of the last Criminal Background Check conducted by the Contractor or its Agent.

The State may, at its sole expense, conduct reference and background screening of the Contractor's Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

7.1.6 Termination for Lack of Project Management and Key Project Staff

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

7.2 The State Key Project Staff

7.2.1 The State Contract Manager

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

DS

Lissa A. Sirois

603-271-0571

Lissa.a.sirois@dhhs.nh.gov

7.2.2. The State Project Manager

The State shall assign a Project Manager.

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

a. Leading the Project;
b. Engaging and managing all Contractors working on the Project;
c. Managing significant issues and risks;
d. Reviewing and accepting Contract Deliverables;
e. Invoice sign-offs;
f. Review and approval of Change Orders;
g. Managing stakeholders' concerns.

8. Work Plan

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within Fifteen (15) days of the Effective Date, as agreed upon by the State of Kansas, the Inter-Tribal Council of Arizona, Inc. (ITCA), the State of New Hampshire, and the State of Hawaii.

9. Acceptance & Testing Services

The M&E Contractor is expected to develop and adhere to consistent internal quality assurance procedures to thoroughly test any System modifications to deliver a high-quality product to the MSC for UAT.

The Contractor provided an example UAT Certification Testing Document (6.08.138.00 MPSC UAT Certification Sample). Similar format will be used for this contract.

Regression Tests to be performed by the vendor includes:

- Certification (w/ issuance and signature capture) for Pregnant Woman, both new family and existing family
- Certification (w/issuance and signature capture) BF Mom & Infant, both new family and existing family
- Certification (w/ issuance and signature capture) Child, both new family and existing family
- Re-certification (w/issuance and signature capture) Pregnant to BF
- Re-certification w/issuance and signature capture) Infant or Child
- Terminate a participant
- Reinstate a participant
- Adjunctive Eligibility, Multiple Members Eligible
- Adjunctive Eligibility, Only One Eligible
- Inventory/Issuance, Issue Breast Pump
- Inventory/Card Inventory and Issuance
- Issuance, Model Food Package
- Issuance, Tailored Food Package

- Issuance/Reissuance, Model Food Package with purchases
- Issuance/Reissuance, Tailored Food Package with purchases
- Issuance/Reissuance, Returned Formula without proration
- Issuance/Reissuance, Returned Formula with proration for the original package
- Issuance/Reissuance, with purchases and proration
- Printouts – English and Spanish
- Nutrition Education Care Plan/Notes
- Reports, View, Print, and Export
- Vendor, Authorize a New Vendor
- Vendor, Edit Data
- Transfer Household
- Transfer Client, Existing Household
- Transfer Foster Client to Another Household
- Appointment, Add, Edit and Delete
- Appointment, Schedule outside processing standards
- Appointment, Reschedule Appointment
- Appointment, New for Household

Security

- Add user/Modify user security/Remove user

10. UAT

Upon acceptance of the Readiness Certification for User Acceptance Test, the Contractor shall work with MSC and provide support for the execution of UAT as needed. During UAT, any defects logged as critical will be fixed. CDP will work with MSC on a resolution plan for any remaining issues, ensuring that such defects are corrected prior to the next release of software unless deferred by MSC.

12. Deployment Management

The Contractor's technical product team staff and data center operations staff will deploy the release to MSC UAT and production environments. For state agencies that host the system(s) in their own data center, Contractor's teams will work with the Departments operations staff to deploy the release.

Deployment of the system is a two-step process:

11. Deploy the system to the MSC servers.

Users deploy the application to their desktops using ClickOnce deployment. To make the deployment more efficient for clinic staff, if this deployment cannot be scheduled to run overnight at MSC's option.

12. EBT Support

The MSC State Agencies may require support for transitioning to new eWIC Service Provider contracts. State Agencies requiring these services may utilize the Change Request Process and the time and materials support described in Requirement 7.13: Enhancements Hours.

Interfaces

The M&E Contractor will ensure the System interfaces and provides standard reports including but not limited to the following:

- Participant Characteristics Minimum Data Set & Supplemental Data Set
- Nightly FTP (or e-mail) interfaces and/or import/export of files with any eWIC Service Providers
- Quarterly reports (formerly known as the CDC PedNSS and PNSS)
- Multi-state Dual Participation flat file interface(s)
- Monthly Infant Formula and Food Rebate files
- WIC Universal MIS – EBT Interface (WUMEI)
- WIC EBT Operating Rules and Technical Implementation Guide (TIG)
- Additional interfaces are shown in the following.

State	Interfaces
New Hampshire	Interface to Conduent for EBT processing NH EASY
All	VisualCron Reporting SQL Agent Reporting

The interfaces and standard reports are subject to change; a new live interface that requires development work will be handled through a change request.

12.1 Standards

The Contractor shall adhere to the following standards, as well as standards identified within specific State Agency IT policies and terms and conditions.

12.2 Transition In (Incoming)

As the selected Contractor is not the incumbent Contractor, the transition period for both contractors is expected to be three (3) months, beginning on the first full business day after contract execution. The cutover date, the date that the new Contractor assumes full responsibility for the System and begins performing the work as outlined in the contract, will begin the business day after the MSC's formal acceptance of the Transition Release into production. It is the intent of the MSC for this to occur one (1) month prior to the incumbent Contractor's contract end date, so the incumbent Contractor will be available for assistance until the expiration of their contract. Prior to the cutover, the new Contractor will not be responsible for System maintenance.

The new Contractor shall validate the current schedule of recurring tasks and activities and ensure the production environment is fully functional and performing as specified. The new Contractor shall work with State Agency IT staff and the incumbent Contractor to define the procedures established which are currently being performed. Upon contract execution, the new Contractor shall provide a detailed transition plan and schedule detailing how they will transition the System software from the incumbent Contractor.

13. Maintenance, Operations and Support

The Contractor shall be responsible for ongoing maintenance and enhancement of the MSC WIC MIS application, including technical support, defect fixes, and System enhancements services, as well as hosting support for SAs requiring hosting services.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
WIC Management Information System (MIS) - Multi-State Consortium
RFP-2022-DPHS-01-WICMA-01 - 2020-051
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHINCAL REQUIREMENTS AND DELIVERABLES

The responsibilities of the Contractor are to provide direct and ancillary support of the MIS application and supporting System software. The Contractor must have the resources to provide hosting tasks mutually agreed upon by the MSC State Agencies requiring these services and the M&E Contractor.

Each State Agency will purchase and maintain contracts for the hardware and system software necessary to operate the application at the State and local agencies, such as signature pads or scanners. The State Agency will own all equipment and system software purchased by the State. In the event that an MSC State Agency provides equipment to the M&E Contractor, the equipment will be returned to the State or disposed of with State approval. If the State Agency is hosting the WIC MIS application, it will obtain and operate the associated servers, communication infrastructure and the required system software.

The Contractor shall provide the necessary personnel, materials, equipment, services, and facilities to meet the requirements described in the following sections.

14. Operations

The Contractor shall be responsible for operations for the four (4) MSC States Agencies.

The Contractor shall host WIC Programs' testing (UAT), training, and production environments hardware and software for the State of Kansas.

State Agency	Current Environments	Contractor Hosted
Hawaii	Training	X
	UAT	X
	Production	X
ITCA	Training	X
	UAT	X
	Production	
	Demo	X
Kansas	Training	X
	UAT	X
	Production	X
New Hampshire	Training	X
	UAT	X
	Production	X

14.1 System Maintenance

The Contractor shall maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

14.2 System Support

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
WIC Management Information System (MIS) - Multi-State Consortium
RFP-2022-DPHS-01-WICMA-01 - 2020-051
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHINCAL REQUIREMENTS AND DELIVERABLES

The Contractor shall provide System maintenance and support services to ensure the continuous operation of the MIS. The Contractor shall validate that the MIS will function properly with new releases or new fixes to system support software.

14.3 Support Obligations and Defects –

The MSC acknowledges that the current software may have known errors upon contract execution. These known errors will be identified as 'Existing Defects'. Providing defect repair for these existing defects is included within the Transition In requirements. The existing defects list is provided below:

Table 1 - Defects.

ID	Work Item Type	Title	State	Tags
4961	User Story	CS -Scroll option is needed to view all listed food pkg issuances when modifying benefits.	New	defect
5571	User Story	CS - Failed account update events (1004) when editing demographics on a family who has not yet established an eWIC account	New	defect
12838	User Story	Quotation marks (") in client's name causes error trying to print No Show Management letters	New	defect
14926	User Story	CS Once Fill Month is done, changes to Weekly Template won't be reflected on Appt Book when do Fill Month again	New	defect
15671	User Story	CLM - Office Mailing Labels is not printing all clinics	New	defect
17524	User Story	Client is expecting to see their Central Office as an option in the Agency drop-down display for the Card Inventory summary report in CLM applications.	New	defect
17649	User Story	- NH Redemption History Message to Ebt provider is not being created - Conduent	New	defect
18581	User Story	VM- error in Investigations (CW #2095)	New	defect
18678	User Story	HI Only - Daily Activity still creating duplicate records.	New	defect
18697	User Story	CS remains running in task manager after closing app	New	defect
18765	User Story	CS - Class not showing up in Appointment Book schedule until first client is scheduled	New	defect
18767	User Story	Issue Breastpump - Close capture signature pop-up without electronic signature creates blank entry in details and contact history	New	defect
18776	User Story	CS - Time stamps on various NH records are off by 1 hour	New	defect
18822	User Story	CS - Appointment Book times appear off when use mouse wheel or look at last appointment slot	New	defect
19979	User Story	NH Only: Interop issue with calculating item price	New	defect
23438	User Story	Updating health Interview on a child account is not saving the radio button selection of yes for Vitamins and Minerals.	New	defect
23944	User Story	Invocation errors are thrown on screen after user deletes a follow up note on the Issue breastpump screen.	New	defect

24622	User Story	NH WUMEI 20 Character issue	New	defect
24836	User Story	CS - Income History doesn't reflect all income sources periods correctly	New	defect
24866	User Story	PG and BF specific category clients throw an invocation error when entering more than 40 characters in the medical provider field on the Health Interview screen, originally reported from KWIC HD 45732, and HI HD 673.	New	defect
25741	User Story	Basic Food pkgs are not displaying as expected, KS HD # 45829 - appears to be affecting both KS and HI environments.	New	defect
27241	User Story	NTE Override Screen timing out subcategory eggs (ITCA) -HD CW 2338	New	defect
27930	User Story	After entering a Upc in the system through product utility in food package lock down the ProductCode.	New	defect

It is the intent of the MSC to include a transition period between the incumbent Contractor and the incoming Contractor. This transition period shall overlap in a way that allows for the final M&O release to occur while the incumbent Contractor is under contract to allow for knowledge transfer and onboarding of the new Contractor.

MSC approval of this 'transition release' and promotion of this release into a production environment will serve as the existing defect cutoff. In the event this release is not approved, the date of contract termination for the M&O contract will serve as the existing defect cutoff. Defects reported by the MSC after this cutoff will be addressed using the requirements defined for ongoing maintenance even if found to be present in previous releases.

For purposes of this SOW, defect resolutions are defined as either temporary or permanent. A temporary solution could be a workaround or data correction while a permanent solution may require a development effort to adjust the code base. Additional information on defect resolution requirements can be found in below in the MSC Defect Priority Levels listing.

Table 2 Priorities

Priority	Description	Examples	Resolution
Critical (1)	• Entire production system inoperable, unavailable or inaccessible • Multiple clinics inoperable or unable to access the system • Critical processes are disrupted, and work must stop • Major application functions not working	• Unable to access MIS • Unable to certify clients • Unable to issue cards or benefits • MIS not sending/receiving messaging to/from EBT processor • Vendors unable/not authorized	• System functional through a database adjustment or other non-code related fix within 2 hours. • MSC expects a full Defect Impact Analysis and report within 2 weeks. • Resolution of any non-code related fix is

			implemented as soon as possible within 2 hours. • Resolution of any code related defects will be implemented through either a critical, off-cycle release or a critical priority for the next available release.
High (2)	• One clinic or staff person unable to access system • State level application inaccessible or inoperable • Key state level functions not operating	• Staff person unable to access system • Vendor Management or other application is down • Database issue • Not-to-Exceed amount not calculating • Approved Food List not being sent • Unable to add or Disqualify a vendor	• System functional through a database adjustment or other non-code related fix within 4 hours. • MSC expects a full Defect Impact Analysis and report within 2 weeks. • Resolution of any code related defects will be implemented in the next release.
Medium (3)	• Application not working correctly but able to serve client or use work around • Minor functional problem with little impact on processes	• Log in issues for staff • One function of an application not working	• System functional through a database adjustment or other non-code related fix within 48 hours. • MSC expects a full Defect Impact Analysis and report within 3 weeks. • Resolution of any code related defects will be implemented in the next release. In the event there are Medium priority defects that cannot be resolved due to M&E Contractor capacity issues the M&E Contractor may submit a request for deferral.

Low (4)	• General software functionality or design question • Documentation correction • Cosmetic issue	• Asking how functionality works • Reporting a discrepancy in documentation vs functionality • Misspelling, screen layout	• MSC expects a full Defect Impact Analysis and report within 4 weeks. • Resolution of any code related defects will be implemented in the next release. In the event there are Low priority defects that cannot be resolved due to M&E Contractor capacity issues the M&E Contractor may submit a request for deferral.

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.

The Contractor shall maintain a record of the activities related to Warranty repair or maintenance activities performed for the State:

a. For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:

i. nature of the Deficiency;

ii. current status of the Deficiency;

iii. action plans, dates, and times;

iv. expected and actual completion time;

v. Deficiency resolution information;

vi. resolved by;

vii. identifying number i.e. work order number; and

viii. issue identified by; and

b. The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:

ix. mean time between Reported Deficiencies with the Software;

x. diagnosis of the root cause of the problem; and

xi. identification of repeat calls or repeat Software problems.

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 State shall have the right, at its option, to pursue the remedies as defined in the P-37 General Provisions, Provision 8, 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 State's refund request.

14.4 Contract Warranties and Representations

14.4.1 System

The Contractor warrants that any Systems provided under this Agreement will operate and conform to the Specifications, terms, and requirements of this Agreement.

14.4.2 Software

The Contractor warrants that any Software provided as part of this Agreement, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and terms of the Contract.

For any breach of the above Software warranty, in addition to all its other remedies at law and in equity, at the State's option the Contractor shall:

a. provide the correction of program errors that cause breach of the warranty, or if Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or

b. the re-performance of the deficient Services, or

c. if Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Contractor for the deficient Services.

14.4.3 Compatibility

Contractor warrants that all System components, including but not limited to the components provided, any replacement or upgraded System Software components provided by Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

14.4.4 Services

Contractor warrants that all Services to be provided under this Agreement will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

15. Software Agreement

The Contractor shall provide the State with access to the Software Licenses and Documentation set forth in the Contract, and particularly described Exhibit D: Software Agreement

16. Administrative Services

The Contract shall provide the State with the Administrative Services set forth in the Contract, and particularly described in Exhibit E: Administrative Services

17. Training

The Contractor shall deliver all the training requirements as defined within this contract and any change requests initiated during the lifetime of this contract.

18. Terms and Definitions

Terms and Definitions applicable to this Contract are identified in Exhibit F: Terms and Definitions.

19. Contractor's Certificates

Required Contractor Certificates are attached in Exhibit G.

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

The terms outlined in the Payment Schedule is set forth below:

1. Contract Price

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in P-37 General Provisions - Block 1.8: Price Limitation. The payment by the State 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. Travel Expenses

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract. The Contractor must assume all travel and related expenses incurred by Contractor in performance of its obligations. All labor rates in this Agreement will be considered "Fully Loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

3. Shipping Fees

The State will not pay for any shipping or delivery fees unless specifically itemized in this Agreement.

4. Invoicing

The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State'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 State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

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

5. Invoice Address

Invoices may be sent to:

Department of Health and Human Services
Division of Public Health Services
DPHSContractBilling@dhhs.nh.gov
29 Hazen Drive.
Concord, NH 03301

6. Payment Address

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: https://www.nh.gov/treasury/state-vendors/index.htm

7. Overpayments to the Contractor

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

8. Credits

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

9. Monthly Invoicing

Ongoing maintenance and operations support services identified under this contract will be invoiced at a monthly rate unless a task is identified as handled through a change request. The Maintenance and Enhancement tasks, as indicated in Section 2: Maintenance and Enhancement Services shall be included in this invoice with the exception of Transition In, Transition Out, and Enhancement Hours services

Payment under this Contract shall be made after Contractor's work has been delivered and accepted. The Contractor will submit a monthly invoice for payment with the Monthly Status Report.

Transition In and Transition Out services will be invoiced as a separate line item from the ongoing support services but may be included within the same invoice during the appropriate timeframes.

Enhancement Hours, described in Section 2: System Releases - Enhancements, will be invoiced according to Section 2: Change Request Invoicing.

Additional Services, as described in Section 2: Additional Services, will be invoiced monthly as a separate invoice. These invoices will be submitted to individual State Agencies according to their contracted services.

For ongoing maintenance and operations support and Additional Services, 5% of each monthly invoice will be retained by the MSC and paid to the M&E Contractor on a semi-annual basis upon confirmation and agreement that all SLRs have been met in the previous six (6) month evaluation period. If SLR deficiencies are identified, the M&E Contractor has up to three (3) months to resolve these deficiencies. If SLRs are not being met, payment of the retainage will not occur until the M&E Contractor has met all SLRs for three (3) consecutive months. Monthly invoices shall invoice for 95% of the total invoicing amount. Once the MSC agrees that the SLRs are satisfied, the M&E Contractor will be entitled to full compensation of any retained amounts associated with the SLR and shall invoice for the full amount due to them for the previous six (6) month period.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
WIC Management Information System (MIS) - Multi-State Consortium
RFP-2022-DPHS-01-WICMA-01 - 2020-051
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

	M&E	Change Request (T&M)	Enhancement Hours (T&M)	Additional Services	Transition In	Transition Out
Monthly Invoice	x				x - Separate line item	x - Separate line item
Separate Monthly Invoice		x	x	x		
Retainage (per invoice)	5%	5%	5%	5%	5%	5%

10. Project Holdback

The State shall withhold 2% as a holdback penalty, not to exceed 5% for an evaluation period. In the event an SLR is not measurable or applicable within the evaluation period, no penalty will be assessed.

11. Payment Schedule

11.1 Contract Type

11.1.1 Activities / Deliverables / Milestones Pricing

This is a Not to Exceed Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below:

Maintenance Cost by State Agency- Years 1-5

	Year 1	Year 2	Year 3	Year 4	Year 5	Totals
NH	$232,017	$232,017	$232,017	$232,017	$232,017	$1,160,084

Transition-in Cost by State Agency- Years 1-5

	Year 1	Year 2	Year 3	Year 4	Year 5	Totals
NH	$92,224	$ -	$ -	$ -	$ -	$92,224

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
WIC Management Information System (MIS) - Multi-State Consortium
RFP-2022-DPHS-01-WICMA-01 - 2020-051
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

Enhancement Cost by State Agency- Years 1-5 (Based on 1,250 hours at $110 per hour)

	Year 1	Year 2	Year 3	Year 4	Year 5	Totals
NH	$14,279	$14,279	$14,279	$14,279	$14,279	$71,394

New Hampshire - Additional (optional) Services Annual Pricing - Years 1-5*

	Year 1	Year 2	Year 3	Year 4	Year 5	Totals
Hosting	$20,226	$20,226	$20,226	$20,226	$20,226	$101,130
Hardware Support	$28,068	$28,068	$28,068	$28,068	$28,068	$140,340
Totals	$48,294	$48,294	$48,294	$48,294	$48,294	$241,470

Grand Total Cost by State Agency- Years 1-5

						Totals Yr 1-5
NH						$1,565,172

Maintenance Costs by State Agency- Years 6-10

	Year 6	Year 7	Year 8	Year 9	Year 10	Totals
NH	$252,898	$260,485	$268,300	$276,349	$284,639	$1,342,672

Enhancement Cost by State Agency- Years 6-10 (Based on 1,250 hours at the hourly rate)

	Year 6	Year 7	Year 8	Year 9	Year 10	Totals
NH	$15,577	$16,096	$16,485	$17,005	$17,524	$82,687

New Hampshire - Additional (optional) Services Annual Pricing - Years 6-10*

	Year 6	Year 7	Year 8	Year 9	Year 10	Totals
Hosting	$20,833	$21,458	$22,102	$22,765	$23,448	$110,606
Hardware Support	$29,752	$30,645	$31,564	$32,511	$33,486	$157,958
Totals	$50,585	$52,103	$53,666	$55,276	$56,934	$268,564

Grand Total Cost by State Agency- Years 1-10

						Totals Yr 1-10
NH						$3,259,094

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EXHIBIT D – SOFTWARE AGREEMENT

The terms outlined in the Software Agreement are set forth below:

1. **License Grant**

1.1 Custom Software – Work for Hire

1.1.1 Software Title.

The Contractor agrees that any and all work product created pursuant to this Agreement, including but not limited to all Software, are deemed to be "Work For Hire" within the meaning of the Copyright Act of 1976. To the extent Contractor is deemed to have retained any legal title, rights and interest in these works, Contractor hereby assigns any and all such title, rights, and interest (including all ownership and intellectual property rights) in the Software and related work product to the State of New Hampshire in consideration for the promises set forth within this Agreement.

1.1.2 Documentation and Copies

The State shall be entitled to copies of any work product upon request to Contractor. At the conclusion of this Agreement, the Contractor agrees to provide all copies of the Software for all versions, including related Documentation, to the State. Contractor shall not retain any work product associated with this Agreement unless authorized by the State in writing.

1.1.3 Restriction on Use

Unless specifically authorized by the State, Contractor shall not utilize work product derived as part of this Agreement in any manner other than as required by Contractor to complete its obligations under this Agreement.

1.1.4 Software Non-Infringement

Contractor warrants that the Software, including any all component parts thereof ("Contracted Works") are original works of the Contractor that do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

1.1.4.1 The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Contracted Works infringe their intellectual property rights, Contractor shall defend and indemnify the State against the claim provided that the State:

a. Promptly notifies Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;

b. Gives Contractor control of the defense and any settlement negotiations; and

c. Gives Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.

1.1.4.2 Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

1.1.4.3 If Contractor believes or it is determined that any of the Contracted Works may have violated someone else's intellectual property rights, Contractor may choose to either modify the Contracted Works to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may end the license, and require return of the applicable Contracted Works and refund all fees the State has paid Contractor under the Contract. Contractor will not indemnify the State if the State alters the Contracted Works without Contractor's consent or uses it outside the scope of use identified in Contractor's user Documentation or if the State uses a version of the Contracted Works which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Contracted Works which was provided to the State at no additional cost. Contractor will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, data, or material not furnished by Contractor. Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Contracted Works with any products or services not provided by Contractor without Contractor's consent.

1.1.5 Viruses

Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance

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EXHIBIT E – ADMINISTRATIVE SERVICES

1. Dispute Resolution

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.

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:

Table E-1

Dispute Resolution Responsibility and Schedule Table

Level	Contractor Point of Contact	State Point of Contact	Cumulative Allotted Time
Primary	Project Lead	Administrator	Five (5) Business Days
First	Project Manager	Bureau Chief	Ten (10) Business Days
Second	Director	Director	Fifteen (15) Business Days
Third	CEO	Associate Commissioner	Sixteen + Business Days

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

2. Access and Cooperation

Subject to the terms of this Agreement and applicable laws, regulations, and policies, the State 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. Record Retention

Contractor and its Subcontractors shall maintain all Project records including but not limited to 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. 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.

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, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year Term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

3. Accounting

Contractor shall maintain an accounting System in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting System.

4. Audit

The Contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

5. Miscellaneous Work Requirements

5.1 Access to State Systems.

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"), Contractor understands and agrees to the following rules:

5.1.1 Computer Use.

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

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

c. That at no time shall 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.

d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times 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 State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Contractor.

Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

e. That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

f. That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request) and all applicable Department policies.

5.1.2 Email Use.

Email 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." Contractor understands and agrees that use of email shall follow State standard policy (Statewide Computer Use Policy is available upon request) and Department policies and standards When utilizing the Department's email system all contractors shall:

a. Include in the signature lines information identifying the contractor as a non-state employee

b. Contain the following embedded confidentiality notice::

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

5.1.3 Internet/Intranet Use

a. 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 (Statewide Computer Use Policy is available upon request) and Department policies and standards. At no time should the internet be used for personal use.

5.2 State Website Copyright

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

5.3 Workspace Requirement

The State will work with Contractor to determine requirements for providing necessary workspace and office equipment for Contractor's staff.

5.4 Workplace Hours

Unless otherwise agreed to by the State, the Contractor's personnel shall work forty (40) hour weeks between the hours of 8 am and 5 pm (Eastern Time), excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.

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EXHIBIT F – TERMS AND DEFINITIONS

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

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Security Incident	"Security Incident" The definition for this term is located in the Information Security Requirements Exhibit.
Confidential Information or Confidential Data	The definition for this term is located in the Information Security Requirements Exhibit.
Contract	An 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.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
WIC Management Information System (MIS) - Multi-State Consortium
RFP-2022-DPHS-01-WICMA-01 - 2020-051
EXHIBIT F – TERMS AND DEFINITIONS

Contractor Confidential Information	Information the Contractor has clearly identified in writing to the State it claims to be confidential or proprietary.
Data Breach	The definition for this term is located in the Information Security Requirements Exhibit.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
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
WIC Management Information System (MIS) - Multi-State Consortium
RFP-2022-DPHS-01-WICMA-01 - 2020-051
EXHIBIT F – TERMS AND DEFINITIONS

Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Operational	Operational means that the System is ready for use 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 Acceptance.
Personal Information	The definition for this term is located in the Information Security Requirements Exhibit.
Proposal	The submission from a Vendor in response to the Request for a Proposal.
Security Incident	The definition for this term is located in the Information Security Requirements Exhibit.
Software	All Custom, SAAS and COTS computer programs and applications provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
WIC Management Information System (MIS) - Multi-State Consortium
RFP-2022-DPHS-01-WICMA-01 - 2020-051
EXHIBIT F - TERMS AND DEFINITIONS

Specifications	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
WIC Management Information System (MIS) - Multi-State Consortium
RFP-2022-DPHS-01-WICMA-01 - 2020-051
EXHIBIT F – TERMS AND DEFINITIONS

Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.

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EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. **Attachments**
   a. Exhibit G Attachment 1 - Agency Compliance Documents
   b. Exhibit G Attachment 2 - Business and Technical Requirements
2. **Contractor Certificates**
   a. Contractor's Certificate of Good Standing
   b. Contractor's Certificate of Vote/Authority
   c. Contractor's Certificate of Insurance

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Contractor Initials S

Date 4/18/2022

New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name:

4/18/2022
Date

DocuSigned by:
Scott Pralle
Name: Scott Pralle
Title: VP, Business Dev

New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Vendor Initials S
Date 4/18/2022

New Hampshire Department of Health and Human Services
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted -

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Vendor Name:

DocuSigned by:
Scott Pralle
Name: Scott Pralle
Title: VP, Business Dev

4/18/2022
Date

Vendor Initials SP
Date 4/18/2022

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

Vendor Name:

DocuSigned by:
Scott Pralle

4/18/2022
Date

Name: Scott Pralle
Title: VP, Business Dev

Vendor Initials: SP
Date: 4/18/2022

New Hampshire Department of Health and Human Services
Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DS
Date 4/18/2022

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 (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Contractor Name:

4/18/2022
Date

DocuSigned by:
Scott Pralle
Name: Scott Pralle
Title: VP, Business Dev.

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S.
Contractor Initials
4/18/2022
Date

New Hampshire Department of Health and Human Services
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:

DocuSigned by:
Scott Pralle

4/18/2022
Date

Name: Scott Pralle
Title: VP, Business Dev

DS
S

Contractor Initials
4/18/2022
Date

New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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

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

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

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

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

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, 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.

Contractor Initials S

Date 4/18/2022

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

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

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

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

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

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

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

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

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

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

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 will 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 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.

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) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Custom Data Processing, Inc.
The State	Name of the Contractor
Patricia M. Tilley	Scott Pralle
Signature of Authorized Representative	Signature of Authorized Representative
Patricia M. Tilley	Scott Pralle
Name of Authorized Representative	Name of Authorized Representative
Director	VP, Business Dev
Title of Authorized Representative	Title of Authorized Representative
4/18/2022	4/18/2022
Date	Date

New Hampshire Department of Health and Human Services
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 Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

Contractor Name:

Docusigned by:
Scott Pralle

4/18/2022
Date

Name: Scott Pralle
Title: VP, Business Dev

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Contractor Initials
Date 4/18/2022

New Hampshire Department of Health and Human Services
Exhibit J.

FORM A

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

1. The DUNS number for your entity is: 10-319-1185

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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Contractor Initials

Date 4/18/2022

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

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

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2.

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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

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

B. Disposition

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

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential Information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for Its End Users in support of protecting Department confidential Information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Area	Req #	Title	Description	Response	Delivery Method
Operations	S1.01	Software/Hardware Maintenance and Upgrades	Maintain all third-party MSC software with each release to ensure the System remains secure and operational in the field, including the following: ○ Provide equipment and/or licenses required to test third party software in M&E Contractor's test environment ○ Install, configure and test third-party software patches in M&E Contractor's test environments ○ Make necessary updates and releases available to MSC members supporting their own hosting environment for testing and deployment For MSC State Agencies that host the application in their own data center, the Contractor shall coordinate with State Agency IT resources to ensure this maintenance is completed	Y	Standard
Operations	S1.02	Research Activities	Conduct research on issues brought up by the MSC pertaining to application processing, technical System documentation such as the DFDDs, DTSD, online help, Operations Manual(s), data map, etc.	Y	Standard
Operations	S1.03	Licenses	Monitor the licensure for additional required software programs, databases and their installation, all necessary operating systems and their installations, data files, enhancements, modifications, systems or control software, and utilities as well as software training, maintenance, support, documentation, and any other, related professional services and notify the MSC when licenses becomes out of date. The M&E Contractor will be responsible for procuring and maintaining any internal licenses within its environment necessary to provide services The Contractor shall advise the MSC of any announced major system software version releases (i.e, Windows, SQ, etc.) which would have major impacts on the application	Y	Standard
System Maintenance	S2.01	Reliability	Provide a reliable System with 99% or better System availability outside of scheduled maintenance timeframes. The Contractor shall work with local agency IT and/or Program IT staff to identify issues outside of the application which have a direct or indirect impact on maintaining System availability.	Y	Standard
System Maintenance	S2.02	System Upgrades	Maintain all System components necessary for the three (3) most current releases of the application so the MSC State Agencies can elect to install a release into production as they deem appropriate	Y	Standard
System Maintenance	S2.03	Annual Recommendations Report	On an annual basis or as directed by the MSC, assess the System and operations environment (hosted and non-hosted), and provide a recommendation report for technological upgrades and System upgrades as it relates to each State Agency. The scope of the report shall include, but not be limited to upgrades to infrastructure, operating system upgrades, databases, data analytics engines, visualization tools, data warehousing, and maintaining a supportable environment. The Contractor shall provide insights and support as technology improves, or when new versions, components, or products arrive to market or when current hosting components approach end-of-life.	Y	Standard
System Maintenance	S2.04	Site Visits	Support the State Agencies and/or FNS site visits to M&E Contractor's development and or data center site(s), which can occur at any time after providing 24 hours' advance notice.	Y	Standard
System Maintenance	S2.05	eWIC System Interfaces	The Contractor shall maintain the online and batch interfaces with the eWIC Service Provider for the production and UAT environments	Y	Standard
System Defects	S3.01	Maintain System	Be responsible for resolving issues to maintain a fully functioning WIC MIS application	Y	Standard
System Defects	S3.02	Defect Resolution Delivery	Deliver resolution of defects according to the response timeline outlined in MSC Defect Priority Levels The Contractor shall work directly with individual MSC State Agencies when dealing with state-specific production issues. It is expected that all System defects will be maintained in the Defect Reporting Tool (Requirement 3.03) and [illegible]	Y	Standard

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System Defects	S3.03	Defect Reporting Tool	Provide software tools and procedures to manage and report on all defects. Defects shall be logged in detail to include steps to recreate, assessed for impact, prioritized and scheduled for resolution and deployment. The defect reporting system must meet the following requirements ☐ Allow both M&E Contractor and MSC to view, update, and add defect information. ☐ The tool must be searchable, and provide ad hoc reporting on the following data elements: • Reporting State • Reporting Person • Priority • Release defect was found in • Assigned to • History of defects • Release defect resolution was provided in • Release defect was resolved in • Timestamps for status changes and communication • Date defect was closed • Status of defect The tool must be able to export to XLS if there is no ad hoc reporting on these elements	Y	Standard
System Defects	S3.04	Data Correction	Perform production data correction for MSC State Agencies as needed for data issues where it is not possible or practical for the MSC State Agencies to correct, such as correcting corrupted/ non-editable fields, inaccurate data caused by software problems, etc. As part of this service, the Contractor shall provide an analysis identifying the root cause of the data corruption and the fix preventing future data corruption.	Y	Standard
System Defects	S3.05	Defect Workarounds	Provide temporary operational solutions for use in the field by at a minimum: ☐ Mitigating the impact of known software errors while an acceptable fix is identified, developed, tested, and implemented ☐ Providing testing and/or troubleshooting in an M&E Contractor replicated State Agency System environment, as needed, to replicate state-specific defects	Y	Standard
System Defects	S3.06	Defect Resolution	Prioritize resolutions for defects according to their MSC State Agency assigned priority. The Contractor shall resolve all defects according to the resolution requirements in MSC Defect Priority Levels. While the MSC would prefer all defects be permanently resolved prior to, or within the next release, no matter the priority, in the event there are Medium and Low defects that cannot be resolved in the next release due to M&E Contractor capacity issues, the M&E Contractor may submit a request for deferral. This request must occur with sufficient time for MSC decisions regarding defect priorities to be solicited, assessed, and provided. In the event this request is not made, the MSC will expect all defects to be resolved in the next release. In the event that a defect resolution requires the user to navigate through the System differently than in the past, this information must be documented in the release notes.	Y	Standard
System Defects	S3.07	Defect Impact Analysis	Provide and publish an impact analysis within the Defect Reporting Tool for each defect repair for MSC State Agency review and approval. This analysis shall include: ☐ Identification of the component(s) in need of correction and any risks associated with its resolution. ☐ Recommendations for bundling of the repair with other open defects based on component analysis (for example, repairing all defects in a given component together even if not all defects are prioritized the same). ☐ Recommendations for defect sequencing, if needed. ☐ When multiple repair options exist, identification of those options and a recommended approach with justification. ☐ Impact of not repairing the defect	Y	Standard
System Defects	S3.08	Internal Defects	Log and resolve defects identified during internal and Quality Assurance (QA) testing prior to release delivery.	Y	Standard
System Defects	S3.09	UAT Defects	Log and resolve defects identified by the States during User Acceptance Testing (UAT) prior to production implementation according to the resolution requirements in MSC Defect Priority Levels listing	Y	Standard
System Testing	S4.01	System Testing	Be responsible for fully testing all changes to the System delivered under this contract, ensuring a quality product through consistent execution of proven testing practices. In addition to the Service Level Requirements (SLRs), as a matter of good practice, the Contractor shall proactively monitor their performance in this area of the development life cycle and make adjustments as necessary to continually strive for error free software.	Y	Standard
System Testing	S4.02	Additional Testing	Provide additional System testing of enhancements as required by the MSC in the event testing results are inconclusive or determined to be insufficient	Y	Standard

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System Testing	S4.03	Testing Scope	Perform the following testing prior to any release being delivered to the MSC: 1) Updating the requirements traceability matrix with testing results 2) Classifying issues with defined defect priority levels 3) End to end testing 4) Functional testing 5) System/Integration testing 6) Regression testing that includes, but is not limited to, the scenarios listed in Regression Tests listing.	Y	Standard
System Testing	S4.04	Performance Testing	Conduct or support performance testing, using agreed upon tools, as needed or requested within MSC State Agency environments, which could include UAT and/or a copy of production environments, and provide detailed results. The Contractor shall be responsible for the software performance, response time, and ability of the System to operate under stressed conditions and maximum load in a hosted environment and shall provide recommendations for System configuration for State Agency hosted environments.	Y	Standard
System Testing	S4.05	Testing Time Zones	Be responsible for testing all changes within each MSC State time zone to ensure all changes function across all MSC State Agency time zones appropriately. The Contractor shall include tests across all MSC State Agency time zones for all functionality using converted SA data specifically representative of the defect/enhancement being tested along with creating new data. The Contractor shall supply the tests used for time zone testing for MSC State Agency UAT including tests for end of month, leap year and Daylight Savings Time issues	Y	Standard
System Testing	S4.06	Security Testing	Perform security testing, including but not limited to: 1) Identification and authentication 2) Access control 3) Encryption 4) Intrusion detection 5) Verification features 6) Digital signature 7) User management feature 8) Role/privilege management. 9) Audit trail capture and analysis	Y	Standard
System Response Time	S5.01	State Processor Access	Configure the MIS application so that host response time for transactions is less than two (2) seconds for 99% of all transactions, and never more than five (5) seconds	Y	Standard
System Response Time	S5.02	Windows Processing	Configure the application so that data downloaded to the workstation is minimized to provide a good user experience	Y	Standard
Release Management	S6.01	Release Management Plan	One SEBTC MIS Release is expected in February/March timeframe but this not expected to be a major release.	Y	Standard
Release Management	S6.02	Release Frequency	Deliver two (2) M&E software releases per year, understood to be the semi-annual Spring and Fall releases unless otherwise approved by the MSC. These releases shall include defect repair and may include System enhancements according to associated change requests.	Y	Standard
Release Management	S6.03	Release Deployment	Install new releases during scheduled maintenance windows. Emergency releases, as determined by the MSC may be requested to be installed outside of these approved maintenance windows with approval of the MSC WIC Directors (or designee).	Y	Standard
Release Management	S6.04	Release Support	Support up to three (3) M&E releases in production for the MSC States. MSC State Agencies are not required to have the same release in production at all times across agencies and may deploy releases to their production environment at different times.	Y	Standard
Release Management	S6.05	Emergency Releases	Provide emergency fixes according to the resolution requirements in MSC Defect Priority Levels listing.	Y	Standard

DS

Contractor Initials

Date 4/18/2022

Release Management	S6.06	Corrective Action Plan	Provide a Corrective Action Plan (CAP) whenever a testing State Agency cannot proceed with testing due to the nature of a defect, or UAT results in a failed release that requires an off-cycle release to correct the agreed upon defects The Contractor shall provide a CAP describing the approach and contents of an off-cycle release within five (5) business days after the need for an off-cycle release is identified. Defect resolution required to resume testing must occur within ten (10) business days of UAT halt so that testing may resume. Once testing resumes, the requirements noted in the SLRs will determine release acceptance The Corrective Action Plan must include ☐ Assessment of the non-conformance problems / deficiencies and the cause leading to those deficiencies ☐ Description of corrective action(s) to be taken ☐ Outline of the overall process for executing and completing the CAP. ☐ Planned CAP completion date - when all corrective actions will be completed ☐ Description of all corrective actions / tasks and completion schedules. ☐ Dependencies between corrective actions, if any (i.e. corrective action B cannot begin until corrective action A is complete) ☐ Resources required (i.e. time, personnel and technology) ☐ Plans for monitoring, tracking and reporting progress towards completing the CAP ☐ Corrective action deliverable(s) / measure(s) / indicator(s) that will provide objective evidence that the corrective action is successfully completed ☐ Process for verifying completion and closure of the corrective action ☐ Description of the follow-up corrective action effectiveness review to be conducted to ensure successful resolution of the deficiency and prevention of recurrence. ☐ Each State Agency retains the right to deploy a release to production while waiting for corrective releases and prior to payment approval. Deployment to production is not an indication of acceptance. Additional acceptance criteria may be added to an individual release as warranted throughout the life of the contract	Y	Standard
Release Management	S6.07	Release Quality	In the event SLR measurement for Release Quality is not met, provide a CAP that identifies resolutions to the challenges that prevent State Agencies from promoting a release to their production environment. The MSC will work with the M&E Contractor to identify defects that need immediate resolution and the acceptable timeframes involved. The release will be considered rejected until the CAP is approved by the MSC and the requirements therein are satisfied. At the sole discretion of the MSC, a release with known issues may be approved for implementation.	Y	Standard
Release Management	S6.08	Off-Cycle Release	In the event an off-cycle release is necessary due to poor release quality (not meeting SLRs), and the CAP is approved, the Contractor shall deliver an off-cycle release, according to the CAP, and comply with all release delivery requirements documented within this scope of work.	Y	Standard
Release Management	S6.09	Release Notes	Provide release notes that include: ☐ A comprehensive listing of all defects repaired in the release, the cause of the defect, and the resolution provided. ☐ A complete list of screen changes ☐ Any System modifications, including enhancements, that have occurred subsequent to the last M&E releases including all coding and database changes. ☐ Any emergency patches or off-cycle release efforts shall be fully and accurately documented within the M&E release notes. Release notes shall be professionally presented and reviewed for grammar, typos, content and meaning by a second party for every release	Y	Standard
Release Management	S6.10	Release Documentation	Provide updated System documentation prior to each release, at a minimum this includes: ☐ Existing Operations Manual, and all necessary information required for installation of client-side hardware and software required for System operations is accurately contained within the document ☐ Updates to System documentation such as the Detailed Technical Specifications Document and Detailed Functional Design Document. ☐ Updates to online Help Files ☐ Updates to all documentation and deliverables specified in the change request All updated documentation is subject to the approval of the MSC prior to being accepted	Y	Standard

DS

Contractor Initials

Date 4/18/2022

Release Management	S6.11	Release Certification	Provide written certification of System readiness, prior to the beginning of UAT, showing the M&E Contractor has conducted full end to end System testing with no identified outstanding errors, and to include summary of facts substantiating readiness. This certification must be approved by the MSC prior to UAT. The release certification must include: ☐ Integration, System, security, regression and QA test steps with outcomes on each State Agency system. ☐ A list of approved documentation updates ☐ Validation that a representative sample of reports and System outputs worked as expected. ☐ Validation that disconnected and synchronization tests were successful. ☐ Validation that test card setups, issuances, reissuances, and card replacements worked as expected. ☐ A list of deferred defects and their priority that are not included in the release. Validation that the minimum release requirements have been met.	Y	Standard
Release Management	S6.12	Release Documentation Timeline	Provide all release documentation six (6) weeks prior to the start of UAT for State Agency review. Coordinate with the MSC Project Manager (PM) to address deficiencies in the documentation. Provide a final version of release documentation two (2) weeks prior to UAT.	Y	Standard
Release Management	S6.13	Installation Support	Provide resources to support pre-deployment release issues. This support shall be provided, as needed, by phone, or email. Services shall include. ☐ A means for MSC State Agencies to perform automated software installation for each release as desired ☐ Installing MSC software within the State Agency environment, including updates and future releases as requested Providing installation support to each MSC State Agency accepting a release into any State Agency environment, including UAT, Training, Reporting or Production.	Y	Standard
Release Management	S6.14	Testing Support	Provide the support of a technical and quality assurance staff in facilitating UAT, including capturing findings, supporting triage activities and logging validated defects	Y	Standard
Release Management	S6.15	UAT Reports	Collect UAT results from individual State Agencies and compile results into a single UAT Report. This Report shall be delivered to the MSC within five (5) business days following the last day of UAT. This report shall include: ☐ Final release content. ☐ State Agency testing results. ☐ Existing defects tested and whether they passed or failed ☐ New defects reported by priority ☐ Status of new defects	Y	Standard
Release Management	S6.16	Minimum Release Requirements	Verify the following with each release: ☐ Release notes have been provided and approved ☐ Release Certification has been provided and approved ☐ Updated release documentation has been provided and approved ☐ All enhancement requirements are fully met, without defects, as identified within the associated Requirements Traceability Matrix, Detailed Functional Design Document, Detailed Technical Specifications Document or other contractual documentation and pass 100% of any provided test cases. ☐ Defect resolutions meet all resolution requirements in MSC Defect Priority Levels listing	Y	Standard
Release Management	S6.17	Release Approval	The MSC shall notify the M&E Contractor when a release has been approved based upon UAT results and the criteria defined within the SLRs.	Y	Standard
Release Management	S6.18	Contingency Procedures	The Contractor shall support uninstalling a release from the production environment and revert to the previous release if significant problems are encountered and the MSC WIC Directors approve the reversion.	Y	Standard
Release Management	S6.19	Code Delivery	Deliver a copy of the release code to the lead State Agency upon approval of the release	Y	Standard
Release Management	S6.20	UAT Defects	Deliver resolution of defects according to the response timelines outlined in MSC Defect Priority Levels	Y	Standard
Release Management	S6.21	System Versioning	Ensure that all System changes are tracked by a software version control system, indicating what changes are applicable to each release.	Y	Standard
System Enhancements	S7.01	System Modifications	Provide System enhancements as requested by the MSC according to the CMP. These services are to be performed under change request hourly contract provisions.	Y	Standard
System Enhancements	S7.02	Adhere to the CMP	Follow the MSC CMP for all software changes.	Y	Standard

DS

Contractor Initials

Date: 4/18/2022

System Enhancements	S7.03	Enhancements Timeline	Develop a schedule for all System enhancements that allows sufficient time for MSC reviews and approvals at each enhancement milestone. Milestones include: 1) Requirements Definition, completed with approval of a Requirements Traceability Matrix 2) Design, completed with the approval of the MSC for all updated System documentation. 3) Development, deployment of the code to SA test environments 4) Implementation, completed with the approval of the release and promotion of the release to a production environment In the event these phases are iterative, the M&E Contractor must still allow for MSC review and approval of design and development decisions prior to completion.	Y	Standard
System Enhancements	S7.04	Initial Estimate	Provide high-level, non-binding estimates for proposed changes within 30 calendar days of request by the MSC.	Y	Standard
System Enhancements	S7.05	Planning/Binding Estimates	Provide binding estimates within 90 calendar days after a request from the MSC. Estimates shall disclose any plan to use a third-party library, open source software, or other licensed or public domain software within the MSC software. Binding estimates must include: 1) A complete list of requirements 2) A high-level development approach to meeting those requirements 3) Impacted System components 4) All of the M&E Contractor's requirements (deliverables, milestones, and invoices). 5) All the applicable MSC requirements such as review periods for deliverables, schedule of staff participation in System review/design confirmation sessions, design documentation walkthroughs, UAT, piloting, rollout, and transition and closure. 6) Hours by resource type 7) Rates by resource type 8) Cost by payment milestone such as RTM approval, design documentation approval, delivery of source code for UAT, approval of release by MSC. The MSC retains the right to require the M&E Contractor to provide alternative solutions, if additional contracts with third party providers are required with the chosen solution.	Y	Standard
System Enhancement	S7.06	Change Request Components	Provide the following for inclusion in a change request in the event the MSC requests an enhancement. All work/services beyond maintenance services required by the scope of work shall come through the MSC Change Management System as change requests, regardless of funding source. 1) Total person hours to be expended by personnel classification, if applicable. 2) Desired result to be achieved. 3) Name of the MSC individual responsible for acceptance of the specific Deliverables, Services and payment authorization of associated invoices if other than the MSC PM. 4) Precise, mutually agreed to, cost to the MSC or the requesting WIC Program. 5) Work plan or its reference to be followed during the change request performance. 6) Payment schedule or its reference applicable to each Deliverable or Service. 7) Precise and specific criteria for acceptance of Deliverables and Services. 8) Approval signature line(s) and date signed by the M&E Contractor, the MSC PM (or designee) and/or WIC Program Director, authorizing work. A line provided for each Programs signature to indicate explicit acknowledgment, verifying that no terms regarding acceptance criteria, nor time for performance, nor the cost to the MSC or requesting WIC Program, nor Services, nor Deliverables, nor the work plan may be changed or altered in any way without the agreement of all signatories to the change request.	Y	Standard
System Enhancements	S7.07	Facilitate Requirements Gathering Sessions	Under an enhancement change request, the Contractor shall facilitate, document, and lead System Design Validation sessions and track and record all design decisions. The Contractor shall provide staff facilitation during these sessions. Facilitators shall be sufficiently prepared so that System Design Validation session proceed smoothly without extended time or gaps in discussion The Contractor shall follow the MSC CMP for all software changes Requirements shall be gathered and recorded by the M&E Contractor and validated for all software changes as stated in the CMP	Y	Standard
System Enhancements	S7.08	Requirements Traceability Matrix	Under an enhancement change request, provide and maintain a requirements traceability matrix for all System enhancements that maps the requirements to the functionality delivered within the service request, the internal test cases used to validate functionality, and which environments were used to complete the tests. If test cases are provided by the M&E Contractor, the RTM must include references to those test cases	Y	Standard
System Enhancements	S7.09	Periodic Reviews	Under an enhancement change request, facilitate periodic reviews of newly developed functionality during the development process to ensure alignment with MSC requirements and design preferences. If MSC decisions impact the approved design, the M&E Contractor may require a contract amendment	Y	Standard DS

S

System Enhancements	S7.10	Test Case Development	If test cases/scripts are required as part of an enhancement, facilitate test case/test script review sessions prior to scheduled UAT □ Test cases shall correlate to 100% of the change request System requirements and be fully traceable to the requirements. □ The Contractor shall make test cases and test scripts available for MSC review and approval prior to UAT. The Contractor shall resolve any open issues/questions resulting from such reviews and make additions, and/or adjustments to test cases/scripts as necessary	Y	Standard
System Enhancements	S7.11	FNS Regulations	In the event FNS regulations are modified and require a System change, the Contractor shall work with the MSC to implement changes by the prescribed deadline.	Y	Standard
System Enhancements	S7.12	Internal IV&V	Ensure that the development or maintenance of software is independently verified and validated using a methodology determined appropriate by MSC SAs. All software and hardware shall be free of malicious code.	Y	Standard
System Enhancements	S7.13	Enhancement Hours	Provide up to 1250 hours of design and development annually toward System enhancements. These hours will be used as directed by the MSC to provide enhancement services and invoiced on a time and materials basis in addition to the maintenance services required by this Scope of Work. These hours are invoiced on a time and materials basis in addition to the maintenance services, however all projects/enhancements outside the maintenance scope still require a change request and MSC approval to initiate the project. No hours may be expended on enhancements without prior written approval from the MSC. Enhancements above the 1250 enhancement hours are implemented through a contract amendment after a change request is approved by the MSC.	Y	Standard
System Training	S8.01	Enhancement Training	Deliver all of the training requirements defined within the MSC approved scope of work encompassed within each change request initiated under this contract. Examples include: □ Kickoff Meeting □ System Administrator Training □ Help Desk Staff Training □ State Agency Program Staff Training □ Central Site Online Operations Training □ Online self-directed training shall be repeatable (e.g., recorded webinars) □ Training material for new System enhancements and new State Office and/or local clinic staff	Y	Standard
System Training	S8.02	Facilitated Demonstration	The M&E Contractor will schedule facilitated demos for each release and explain the functional changes completed, how the requirements were met, and how other System areas were impacted by any changes. These demos will allow for questions and answers on new or modified functionality being presented. Demos will be recorded and made available to the MSC.	Y	Standard
System Training	S8.03	Training Plan	In the event training is requested within a change request, develop a Training Plan. The Training Plan shall describe the types of training and the audiences for each, provide a description of training materials, provide a description of training methodology, include a detailed list of topics to be covered for each type of training, describe the methodology for evaluation of training effectiveness. The plan shall address the differing types of training including, at a minimum, clinic user, State Office user, Help Desk, central system operator, and "train the trainer" training. The Contractor shall include the overall training schedule including number of hours/days and preliminary agendas for the training and include an overview of tools and materials to be employed in the training including workbooks, handouts, evaluative materials, and a training system if employed. The Contractor shall include objective evaluation of student proficiency in the plan in order to support training review and enhancement where necessary and identify trainees requiring remedial instruction and support.	Y	Standard
System Security	S9.01	Authentication	Verify the identity or authenticate all users of the System client applications before allowing use of the System or its capabilities to prevent access to inappropriate or confidential data. The System shall not store authentication credentials or sensitive data in its code.	Y	Standard
System Security	S9.02	Security Access	Authorize users of client applications. Provide a facility to allow State Security staff to provide and control user access to modules within the System based upon their role.	Y	Standard
System Security	S9.03	User Passwords	Enforce unique user names with complex passwords for Administrator Accounts of ten (10) characters or more. Encrypt passwords in transmission and at rest within the database and expire passwords after 90 days.	Y	Standard

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System Security	S9.04	Security Plan	Work with State IT staff to develop a Security Plan in accordance with each state's requirements. The Security Plan shall include processes and procedures for maintaining: ☑ Hardware ☑ Software ☑ Data safety ☑ Data Integrity During all phases of implementation and operation. Each State's Security Plan shall: ☑ Include a process for ongoing security assessments and review. ☑ Describe processes and procedures for preventing access to data by unauthorized persons. ☑ Describe in detail data encryption standards. The Contractor shall ensure that each State Agency's Security Plan shall be compliant with, and reference where appropriate, all State and department security policies. The Contractor shall also ensure that the Security Plan meets the security requirements as described in the FNS 901 Handbook, the FNS WIC EBT Operating Rules, the TIG, and WUMEI.	Y	Standard
System Security	S9.05	Security Management Strategy	Plan for and implement a security management strategy that addresses each State's Security requirements to address multiple levels and types of security to include physical, inventory and configuration control, data, telecommunications, network, operating system, and personnel security.	Y	Standard
System Security	S9.06	Audit Security Activities	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept until back-ups are created. The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept until back-ups are created.	Y	Standard
System Security	S9.07	OWASP Requirements	Contractor product teams include security best practices as part of each team's coding standards. Contractorwill maintain the security standards of the MSC system utilizing security best practices and will ensure that all release testing includes validation against the OWASP top ten best practices. Because the OWASP is an open source, non-profit community, the standards may change over time. Contractor's monitoring of these and other security standards best practices ensures that the Contractorteam will continuously apply best practices in the ever-changing world of cyber security. Contractor will work with the MSC CCB to provide input on changing security best practices and standards over time.	Y	Standard
System Security	S9.08	Data Protection Impact Assessment (DPIA)	Contractor to provide to the Department, in accordance with DHHS Information Security Requirements	Y	Standard
System Security	S9.09	Systems Security Plan (SSP)	The SSP shall include security requirements of the system and describe the controls in place, or planned, for meeting those requirements. The SSP shall also delineates responsibilities and expected behavior of all individuals who access the system	Y	Standard
System Security	S9.10	Disaster Recovery Plan (DRP)	Ensure application has been tested and hardened to prevent critical application security flaws. At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten.	Y	Standard
System Security	S9.11	Security Risk Assessment (SRA)	If PII is part of the Contract, the SRA shall include a Privacy Impact Assessment (PIA)	Y	Standard
System Security	S9.12	Security Authorization Package	Contractor to provide to the Department, in accordance with DHHS Information Security Requirements	Y	Standard

DS

Contractor Initials

Date 4/18/2022

Help Desk	S10.01	Help Desk Availability	Provide Help Desk services at all times during System operation periods for all State Agencies in the MSC (MSC business hours) to assure same day response to System problems as they occur. Help Desk services must span all time zones associated with the MSC.	Y	Standard
Help Desk	S10.02	Operational Support	Provide System operational support for the MSC application to MSC State Agencies that includes, but is not limited to Level 1, Level-2 and Level-3 technical consultations and assistance on all MSC documented Help Desk issues. These levels are defined within the Glossary.	Y	Standard
Help Desk	S10.03	Issue Resolution	Provide a resolution of any question or problem associated with the System including hardware, application software, operating system(s) and WIC specific third-party applications if the cause of issue is the System. The M&E Contractor may be required to work with another State Agency contractor related to the MSC System interfaces to resolve System issues or provide for accurate testing capability.	Y	Standard
Help Desk	S10.04	Help Desk Software	Provide an issue tracking system to support prompt diagnosis, tracking and resolution of problems.	Y	Standard
Help Desk	S10.05	Help Desk Remote Access	Provide Remote Access functionality for diagnosing operating difficulties identified via Help Desk contact, in conformance to State Agency security policies, including but not limited to Go To Meeting or other available website access programs	Y	Standard
Help Desk	S10.06	Help Desk Log	Maintain a log of all incoming phone, email, voicemail contacts from users and document the support provided to assist, timeframe until resolution, and defect ID if a defect is identified.	Y	Standard
Help Desk	S10.07	Call Answering	Answer all incoming Help Desk calls within four (4) rings. If help desk staff is not available to answer the call, the phone system should allow the caller to leave a message. During business hours, initial responses to all Help Desk call messages shall be within 30 minutes	Y	Standard
Help Desk	S10.08	Non-Critical Response Times	All Help Desk communication, including responses to State Agency questions/concerns as well as any requests for more information from the reporting State Agency must occur within 72 hours	Y	Standard
Help Desk	S10.09	Critical Response Times	Provide immediate response (no more than 30 minutes) to Help Desk calls involving staff unable to certify or issue benefits due to a System or M&E Contractor equipment failure, and resolution as soon as possible.	Y	Standard
Help Desk	S10.10	Help Desk Program Inquiries	Forward all requests for assistance that are policy-driven to the appropriate MSC State Agency for resolution	Y	Standard
Help Desk	S10.11	Reference Materials	Work in conjunction with local clinic IT support and/or State IT in performing all WIC MIS troubleshooting activities which include the diagnosis and resolution of problems identified by the M&E Contractor, reported by a State Program, local clinics, or external entities.	Y	Standard
Help Desk	S10.13	Toll-free line	Provide a toll-free phone number for the MSC for clinic and local agency staff to use to contact the Help Desk. This number shall be transferable in the event the M&E Contractor no longer supports the State Agency	Y	Standard
Reporting	S11.01	Defect Reporting	Track all reported System issues and resolutions using a method to be approved by the MSC which includes the capture of defect metrics such as number of defects reported in each priority level, number of defects corrected in each priority level, number of outstanding defects in each priority level, and total number of tickets outstanding. The Contractor shall provide defect fix reports, to be included within the defect tracking tool and release notes and shall include defect and enhancement impacts to all MSC members.	Y	Standard

DS

Contractor Initials S

Date 4/18/2022

Reporting	S11.02	Monthly Status Report	Provide Monthly Status Reports, to be delivered prior to the 7th business day of each month, including the following: ☒ Progress reports for all change requests; ☒ Work accomplished in the reporting period, including maintenance activities performed; ☒ Planned work and objectives for the next reporting period; ☒ Details of System component upgrade recommendations and patch status for the Server and Client System, .NET Framework, IIS, SQL Server, SQL Server Express, and other System components that may affect server or client operability to hosted MSC SAs; ☒ Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close; Contractor's adherence to SLRs; ☒ Defect Summary, with issues tracked by state, category, functional area, status, proposed resolution, and rollout schedule; ☒ Outstanding decision/ information requests, problems, schedule risks, and budget issues; ☒ Responsibilities for all stakeholders, and State Agencies, for the next period. ☒ M&E Contractor capacity estimates (estimated number of defect hours and enhancement hours against resource availability) ☒ Project Risk Analysis ☒ Help Desk statistics, including but not limited to number of requests, issue descriptions; number resolved, average time to resolve or indication of resolution timeframe if the fix is scheduled for a release; ☒ Security Audit results; ☒ Staffing changes and allocation.	Y	Standard
Reporting	S11.03	On Demand Monitoring Reports	Ensure monitoring activities required as part of this contract are addressed and documented. The MSC PM (or designee) may request a copy of this documentation at any time, which the Contractor shall provide within five (5) business days.	Y	Standard
Reporting	S11.04	Data Extracts	Perform data extracts and ad hoc queries as requested within five (5) business days. The number of data extracts and ad hoc report requests can vary month to month for each MSC state agency based on state and USDA reporting requirements. Some work orders may become reoccurring ad hocs, while others are a one-time data extract. If System constraints prevent the M&E Contractor from meeting this timeframe, an appropriate timeframe may be requested and approved by the MSC.	Y	Standard
Reporting	S11.05	Organizational Chart	Provide an Organizational Chart/ Resource Management Plan describing where work is being allocated to provide visibility to M&E Contractor's resources. This plan shall include resource information, including the resources name, and provide credentials or assurance of qualified workers. An updated plan shall be delivered within ten (10) days of any organizational or staffing changes that may impact the M&E effort, or upon request by the MSC.	Y	Standard
Reporting	S11.06	Report Accessibility	Deliver all reports to the MSC as outlined in the reporting requirements below: ☐ Accessible to all MSC stakeholders ☐ Versioned using a consistent versioning scheme ☐ Delivered in Word or Excel format as appropriate. The Contractor shall provide e-mail notification to the MSC PM when reports have been posted.	Y	Standard
Reporting	S11.07	Data Analytics Tool	Provide a method for data visualization that allows State Agencies to extract and aggregate data into dashboards, dynamic and custom reports, and other visualization tools. If licenses are required for State Agencies to use this tool, the M&E Contractor will provide those licenses as part of their data analytics solution.	Y	Standard
System Documentation	S12.01	Update System Documents	Maintain the following documentation, including all changes, and ensure the materials reflect the up-to-date processes of the most current approved production version of the System: ☐ Operations Manual ☐ Data dictionary ☐ Help files and manuals ☐ DFDD, DTSD, and Data Model updates, including • Detailed descriptions of all user interfaces, screen edits, and database edits • Detailed descriptions of all reports, report definitions, any other System-produced outputs, and the System interfaces Descriptions of all functional specifications for all inputs, processing and outputs.	Y	Standard

DS

Contractor Initials

Date 4/18/2022

System Documentation	S12.02	Update Additional Documents	Provide updates to the Data Model, Data Map, and Data Dictionary prior to each release and as necessary/requested by MSC that include: ☑ A cross-reference from screen and report fields to Data Dictionary entries ☑ The formula or mechanism by which System calculated/generated fields are generated/calculated, a description of the field's purpose; and where the fields are being used in the System. Calculations shall be outlined/defined formulas. If a field is generated based on criteria, the criteria shall be defined Providing "cheat sheets" or other user guidance tips highlighting areas of User and Operations manuals which have been updated as a result of a change request	Y	Standard
System Documentation	S12.03	MSC Approval for System Changes	Obtain approval on System change documentation prior to beginning System development. In the event work starts prior to approval on the documentation, the M&E Contractor will not be allowed to charge for additional hours required to modify software to conform to documentation.	Y	Standard
System Documentation	S12.04	State Agency Specific Information	Include any differences in the documentation resulting from differences in MSC State Agencies within all documentation. State Agency differences should be recorded in the same manner in each document for consistency.	Y	Standard
System Documentation	S12.05	System Document Repository	Ensure all System documentation is kept in a single location, accessible by the MSC and the most up-to-date version is clearly identified.	Y	Standard
System Documentation	S12.06	System Document Archives	Maintain an archive of previously approved documentation by release for reference and historical purposes	Y	Standard
System Documentation	S12.07	System Document Delivery and Receipt	Deliver all System documentation to the MSC and to the central documentation repository. The MSC PM will confirm receipt and communicate changes necessary or approval. Development does not begin until System documentation clearly identifying System changes and functionality is approved by the MSC.	Y	Standard
System Documentation	S12.08	Document Quality	All System documentation shall undergo an internal M&E Contractor peer review prior to delivery to the MSC. All documentation must also undergo a full spelling and grammar check prior to submission. This review must include, at a minimum, correction for grammar and typographical errors but should also include a review for meaning. The Contractor shall supply the names of the resource that performed the review. The schedule shall then allow for a MSC review period of no less than ten (10) days. In the event the MSC finds that documentation is deficient in contents or in format, the Contractor shall revise the documentation within ten (10) business days.	Y	Standard
System Documentation	S12.09	Version Control	Control versioning of all documentation which allows readers to easily identify the latest version of a document. All updates to documentation must utilize track changes to allow for efficient review of updates.	Y	Standard
System Documentation	S12.10	Document Format	Deliver all documentation in electronically searchable format, unless otherwise requested	Y	Standard
Meeting Attendance	S13.01	Summit Meeting	Attend and participate in the MSC Summit meetings, which are held up to twice a year, at a time and location to be designated by the MSC.	Y	Standard
Meeting Attendance	S13.02	Annual Visits	Schedule annual onsite visits by the M&E Contractor PM and/or Business Analyst (BA) to each State Agency as requested, with one (1) additional onsite visit as situations warrant.	Y	Standard
Meeting Attendance	S13.03	CMP/Design	Attend System change meetings as scheduled and facilitate as requested	Y	Standard
Meeting Attendance	S13.04	M&E Contractor Meeting Attendance	Provide qualified staff to attend and actively participate in all meetings. These staff should be empowered to make decisions on behalf of the M&E Contractor.	Y	Standard
Meeting Attendance	S13.05	M&E Contractor Meetings	Provide a meeting agenda prior to each meeting and meeting notes summarizing each meeting (in person or virtual) held between the M&E Contractor and the MSC, where the M&E Contractor is leading the meeting, throughout the life of the contract. Meeting agendas and notes shall include: ☑ A listing of attendees ☑ A summarization of the discussion of major topics ☑ A report of any decisions made and action items needing follow-up. The meeting notes shall be provided within three (3) business days of the meeting.	Y	Standard
Meeting Attendance	S13.06	WIC Director Meetings	Attend the WIC Director calls, as requested, but at minimum one (1) time per month	Y	Standard
Meeting Attendance	S13.07	PM Meetings	Attend Ad hoc calls with the MSC PM, not to exceed once weekly	Y	Standard
Meeting Attendance	S13.08	Release Standing Meetings	Attend standing meetings and participate in testing discussions during the UAT time frames	Y	Standard
Meeting Attendance	S13.09	Task Forces	Attend and participate in Special Task Forces or Workgroups, as determined by the MSC but not expected to exceed 12 meetings per year	Y	Standard
Staffing	S14.01	Staffing Requirements	Furnish the necessary personnel, material, equipment, services, and facilities to perform the work described in this contract. ☑ Adhere to their detailed staffing plan. ☑ Provide qualified personnel to support the requirements of this SOW. Provide names and resumes of key personnel	Y	Standard

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Staffing	S14.02	PM Responsibilities	Designate a dedicated, full-time PM for the contract who shall: ❑ Attend meetings as required by the MSC, ❑ Be responsible for the management and coordination of the overall contract ❑ Act as the central point of contact with the MSC. ❑ Hal the authority to represent and commit the M&E Contractor in dealing with the MSC. ❑ Assures the quality of the System and associated contract deliverables prior to MSC approval. ❑ Ensures the review and approval process is followed in accordance with MSC requirements. ❑ Routes approved contract documents to the MSC ❑ Escalates issues to the MSC WIC Directors as needed. MSC reserves the right to request replacement of the PM and provide input on any replacement PM being considered prior to hiring.	Y	Standard
Staffing	S14.03	BA Staff	Provide a BA who is responsible for the reviews of functional specifications and provides feedback to the MSC in a timely manner. The BA attends all design meetings and leads facilitated demos.	Y	Standard
Staffing	S14.04	DBA and Network Administrator	Two (2) months prior to the cutover date, the M&E Contractor should have a DBA and Network Administrator on staff. The incumbent Contractor is to provide a one (1) month or longer orientation with the M&E Contractor to review the DBA and Network Administrator operations and disaster recovery procedures. The new Contractor will have their DBA work side by side with the incumbent Contractor's DBA for at least four (4) weeks prior to cutover. This on the-job training needs to include a month-end close out process.	Y	Standard
Staffing	S14.05	Quality Assurance Staff	Designate a QA Manager for the contract who shall manage the QA process and ensure quality control of the testing processes and activities, facilitates demonstrations and supports UAT activities	Y	Standard
Staffing	S14.06	Technical Staff	Provide Programmer/analyst staff that must be available to address questions and correct software problems in the System as well as to develop System enhancements. These services are to be performed under general maintenance or change request hourly contract provisions as appropriate to the type of change.	Y	Standard
Staffing	S14.07	Organizational Chart	Provide for the following requirements in the event key staff require replacement: ❑ Request formal approval to replace key personnel from the MSC and provide the resumes, references, and updated organization charts. The MSC shall approve or disapprove the requested substitution in a timely manner. ❑ Fill key position vacancies within 60 days of notification with an MSC approved candidate ❑ Replace current personnel when requested by the MSC in a timely manner. Key positions include the primary BA staff, Quality Assurance Manager, DBA, System Administrator, and the PM.	Y	Standard
Staffing	S14.08	Staffing Allocation	M&E Contractor's staff identified as full-time for this project shall not be assigned to non-MSC MIS related activities without prior approval from the MSC.	Y	Standard
Staffing	S14.09	Staffing Disclosure	Any use of the staff proposed within the Offeror response and confirmed during contract execution on projects external to the MSC that impacts the staffing allocation agreed to by the M&E Contractor must be disclosed within 10 days.	Y	Standard
Staffing	S14.10	Release Deployment Staffing	Acknowledge that staffing needs may increase with the deployment of a new release, change requests, and other contracted work.	Y	Standard
Staffing	S14.11	Staffing Plan	Provide a detailed staffing plan including a description of staff level, FTE and a listing of staff competencies and skills for System operations. Updates to staffing allocation and resources shall be included in the monthly status report.	Y	Standard
Staffing	S14.12	MSC WIC Directors	The MSC ensures the review, testing and approval process is followed, and routes internally approved contract deliverables to the MSC SMEs and escalates issues to the WIC Directors as needed	Y	Standard
Standards	S17.01	Coding Standards	Adhere to best practices for development of coding standards and document how this is achieved. The M&E Contractor must be able to provide documentation to support their development approach. Include detailed comments, in English, within the source code, explaining program modifications and issues resolved	Y	Standard
Standards	S17.02	FNS Requirements	The Contractor shall follow USDA/FNS policies and procedures, including ❑ FNS Handbook 901; ❑ WIC Universal MIS – EBT Interface ❑ WIC EBT Operating Rules and Technical Implementation Guide (TIG)	Y	Standard
Standards	S17.03	Industry Best Practices	Adhere to an industry best practice development methodology. The M&E Contractor must be able to provide documentation to support their development approach.	Y	Standard
Standards	S17.04	Other Industry Standards	Provide ongoing compliance demonstration with or alignment to any other industry best practices and standards which may be applicable in the M&E Contractor's scope. The M&E Contractor must identify what standards will be used to provide M&E services	Y	Standard
Standards	S17.05	Software Security Standards	Adhere to industry best practices for software security such as ISO 27001. The M&E Contractor must be able to provide documentation to support their security approach.	Y	Standard

Standards	S17.06	Testing Standards	Adhere to industry best practices in the execution of the testing of all MSC change requests and defect corrections. The M&E Contractor must be able to provide documentation to support their testing approach.	Y	Standard
Standards	S17.07	Web Based Compatible	All development will be in conformance with W3C standards	Y	Standard
Standards	S17.08	Testing Standards	Use industry best practices, methodologies, and standards such as ISO/IEC 29119 for testing.	Y	Standard
Standards	S17.09	Confidentiality	The M&E Contractor may have access to private or confidential data maintained by the State Agencies to the extent necessary to carry out its responsibilities under this contract. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. The M&E Contractor must agree to return any or all data furnished by the State Agency promptly at the request of the State Agency in whatever form it is maintained by the M&E Contractor. On the termination or expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by State, will destroy or render it unreadable.	Y	Standard
Transition In	S18.01	Kickoff Meeting	Facilitate a face-to-face planning meeting, in a timeframe coordinated with the MSC, but expected to be within one (1) month of contract execution, with the MSC stakeholders to discuss and review the approaches to deliver enhancements, upgrades, defect fixes, and technical support for the System within current change control processes. This meeting shall provide: ❑ An introduction between the M&E Contractor personnel and MSC State Agency personnel who will be involved with the contract. All key personnel should be present. ❑ The opportunity to discuss technical, management and security issues. This meeting shall aid both the MSC and M&E Contractor in achieving a clear and mutual understanding of all requirements, in an effort to identify and resolve any potential issues. ❑ The Contractor shall be prepared to discuss any items requiring clarification and gather information as necessary to support each deliverable. The Contractor shall provide a written summary of the Kickoff Meeting within five (5) business days.	Y	Standard
Transition In	S18.02	Coordinate with Incumbent Contractor	Coordinate with the Incumbent Contractor to perform the following: ❑ Participate in a complete System design and code overview. ❑ Review current defect status and identified resolutions. ❑ Observe all processes and procedures related to release management processes and procedures during the final incumbent release, if updated System code is released within the transition timeframe. ❑ Transition all current and archived System documentation. ❑ Review current hosting environments, processes and procedures. ❑ Transfer data as necessary. ❑ Ask any questions determined necessary to perform all services required. State Agency resources will also attend these meetings.	Y	Standard
Transition In	S18.03	Defect Priority	Work with MSC during the transition-in process to: ❑ Review existing defects and defect status. The M&E Contractor will be required to confirm defect status with the reporting State Agency. In the event that defect status remains unclear, the issue shall be escalated to the WIC Director. ❑ Confirm defect priority levels: Critical, High, Medium, and Low. Although the MSC and Contractor shall collaborate to find a shared understanding of these priority levels, the MSC will have the final determination of standard definitions to be used. See MSC Defect Priority Levels listing for current definitions and response requirements. ❑ Confirm M&E Contractor response to each defect category.	Y	Standard
Transition In	S18.04	Defect Response	Work with MSC during the transition-in process to agree on and document escalation procedures related to problem resolution.	Y	Standard
Transition In	S18.05	Initial Release	Deliver the first M&E Software release no later than six (6) months after contract execution. [illegible]	Y	Standard
Transition In	S18.06	Meetings	Hold meetings, preferably face-to-face, with the existing M&E Contractor within one (1) month of contract execution to get: ❑ A complete System design and code overview. ❑ Understanding of any nuances around the build and deployment processes, and ❑ Answers to any questions.	Y	Standard
Transition In	S18.07	Transition In Plan	Deliver a Transition-In Plan within 15 days of contract execution that includes the following components: ❑ Escalation procedures related to problem resolution ❑ Coordination with the Incumbent Contractor ❑ A timeline and anticipated responsibilities of both the M&E Contractor and the MSC in the transition of the System Software M&E Services.	Y	Standard

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Transition In	S18.08	Existing Defect Resolution Plan	Work with the MSC to provide the approach, cost, and schedule for fixing existing defects in an Existing Defect Resolution Plan. This plan is due no later than 90 calendar days after acceptance of the transition release. It is the intention of the MSC to have existing defects resolved within two (2) releases following the transition release. The new Contractor shall prioritize release contents using the defect priorities defined by the MSC, with High defects being resolved as quickly as possible. Following the submission of the Existing Defect Resolution Plan, the MSC will collaborate with the new Contractor to agree upon release contents and the timing of resolutions and execute a separate change request for existing defect resolution.	Y	Standard
Transition In	S18.09	Migrate Data and Documentation	Migrate all data and System documentation to the new Contractors environment(s) and test successful migration prior to the end of the transition period	Y	Standard
Transition In	S18.10	Defect Ownership	Acknowledge that defects reported after the Transition Release has been accepted in production by one (1) or more MSC State Agency, will be addressed as 'new' defects, even if found to be present in previous releases, and will be resolved using ongoing maintenance activities as described in this statement of work. Defects reported prior to this cutoff date are to be considered 'existing' defects. The defect list as of July 2022 will be up-to-date and contain any other defects identified and will have any resolved defects removed.	Y	Standard
Transition Out	S19.01	System Documentation	Deliver all relevant, up-to-date System software documentation (such as, but not limited to, DFDDs, data model and data dictionary), tools and utilities which are the property of USDA/FNS or contracting agency.	Y	Standard
Transition Out	S19.02	Coordinate with Future Contractor	Coordinate with the future Contractor to perform the following: • Participate in a complete System design and code overview • Review current defect status and identified resolutions. • Facilitation observation of all processes and procedures related to release management Transition Out processes and procedures during the final incumbent release, if updated System code is released within the transition timeframe. • Transition all current and archived System documentation, including email and documentation for work in progress. • Review current hosting environments, processes and procedures. • Transfer data as necessary • Answer any questions determined necessary to perform all services required. The MSC will also require State Agency resources attend these meetings.	Y	Standard
Transition Out	S19.03	Defect Export	Export and deliver all defect tracking information and defect details to the future Contractor.	Y	Standard
Transition Out	S19.04	System Review Sessions	Following documentation delivery and virtual walkthroughs, facilitate, at a minimum, three (3) full-day in-person review sessions with key staff to: • Walk through all known System errors, and provide documented workarounds, • Facilitate hands on System design and code walkthroughs with the future Contractor, MSC and the PM, and • Conduct open discussion question and answer (Q&A) sessions	Y	Standard
Transition Out	S19.05	Source Code	Delivering the latest version of the System source code, two (2) previous M&E (Spring/Fall) releases of the System source code, third party libraries, apps, tools, and any documentation necessary to compile, install, and run the MIS software successfully	Y	Standard
Transition Out	S19.07	Transition and Roll Back Plan	Preserve and protect the data prior to and during the move of the data to the future Contractor	Y	Standard
Transition Out	S19.08	Database and Network Review	Provide a one (1) month or longer relocation with the future Contractor to review the DBA and Network Administrator operations and disaster recovery procedures.	Y	Standard
Transition Out	S19.09	Transition of Hardware	At the request of the MSC, transfer, or dispose of, State hardware used for testing (desktops, laptops, scanners, printers, signature pads, peripherals, etc.). In the event the MSC directs the M&E Contractor to dispose of hardware, the M&E Contractor is responsible for all fees incurred.	Y	Standard
Transition Out	S19.10	Data Transfer	Coordinate with the future Contractor and transfer all data from hosted environments to the future Contractor environments. Data transfer shall be fully validated	Y	Standard
Transfer Out	S19.11	Data Destruction	Following the completion of the transition, and with the approval of the MSC, destroy all electronic and physical copies of MSC data. Provide a certification to the MSC when all MSC data has been destroyed that the M&E Contractor no longer has any MSC data	Y	Standard
Hosting	A1.01	SA IT Standards	Comply with State Agency IT standards	Y	Standard
Hosting	A1.02	Environment	Maintain a secure hosting environment providing all necessary hardware, software, and internet bandwidth to manage the application and support users with permission-based logins.	Y	Standard
Hosting	A1.03	Environment Requirements	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral anti-hacker, and anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection	Y	Standard
Hosting	A1.04	Performance	Operate hosting services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window	Y	Standard

Hosting	A1.05	Minimum Services	Manage all databases and services for all MSC servers for State Agencies requiring hosting services.	Y	Standard
Hosting	A1.06	Manufacturer Compliance	All hardware and software components of the M&E Contractor hosting infrastructure must be fully supported by their respective manufacturers at all times. Deprecated hardware and software must be upgraded by the M&E Contractor as required by the hardware manufacturers and software providers	Y	Standard
Hosting	A1.07	Patch Installations	Apply all critical patches for operating systems, databases, web services, etc. within ten (10) days of release by their respective manufacturers. Perform monthly application of non-critical patches	Y	Standard
Hosting	A1.08	State Agency Access	Operate 24-hours a day, seven (7) days a week, 365 days a year with performance and security monitoring. Provide State Agency access to the System and data file transmission using an encrypted Virtual Private Network (VPN) to restrict access and ensure the privacy and integrity of sensitive data being transmitted.	Y	Standard
Hosting	A1.09	Data Center Design	Provide two (2) full-function and geographically-distributed Tier 3 data centers (Locations) that are configured to support each other as backup and disaster recovery/life failover sites with features that comply with industry standards to be documented	Y	Standard
Hosting	A1.10	Data Center Security	Data centers shall be physically secured with restricted access to the site with controls such as biometric, badge, and other security solutions. Access shall be granted to those with a need to perform tasks in the data center only. Data exchanges between and among servers must be encrypted Provide compliance with the MSC State Agencies' IT standards in the detection of any security vulnerability of the M&E Contractors' hosting infrastructure and/or the application. Notification of access must include both written and verbal communication to the State Agency identified point of contact. The M&E Contractor shall be solely liable for costs associated with any breach of a State Agency's data hosted at the M&E Contractor's location(s) including but not limited to client notification and any damages assessed by the courts.	Y	Standard
Hosting	A1.11	Synchronizing Data	Synchronize all data between the primary and backup centers on a real-time basis using database replication.	Y	Standard
Hosting	A1.12	Data Center Fire Detection and Suppression	Provide fire detection and gaseous suppression, physical and infrastructure security, environmental support equipment including power conditioning, HVAC, UPS and a generator acceptable to MSC State Agencies	Y	Standard
Hosting	A1.13	Data Center Power	Provide an uninterruptible power supply that includes but is not limited to, • Sufficient power to sustain computer systems and associated components during a failure of commercial power. • Fuel tanks large enough to support the generator at full load for a period of not less than one and one half (1-1/2) days of operation. Provide redundant power supplies connected to commercial power via separate feeds	Y	Standard
Hosting	A1.14	Data Center Temp Controls	Ensure Data Center equipment that control temperature and humidity in the Data Center to ranges of between 68 and 75 °F with non-condensing humidity maintained between 40-55% with a maximum dew point of 62 °F.	Y	Standard
Hosting	A1.15	Hosting Audits	Perform scheduled and random security audits, including vulnerability assessments of the hosting infrastructure and or the application and HIPAA compliant annual audits including HIPAA compliant co-location with high availability power and offsite backup, HIPAA-compliant dedicated servers with fully-managed services, HIPAA-compliant disaster recovery and offsite backup, and HIPAA-compliant trained staff. Audits should be completed no less than annually.	Y	Standard
Hosting	A1.16	System Redundancy	Provide redundancy of routers and switches in the Data Center so there is no single point of failure and provide network redundancy by supporting redundant connections provided by different internet providers, so that a failure of one (1) internet connection will not interrupt access to the State application. There should be different entrance points for the two (2) internet connections in the data center.	Y	Standard
Hosting	A1.17	SSAE 18 audit	Provide an annual SSAE 18 SOC 2 audit from an independent provider that covers the last year of operations	Y	Standard
Hosting	A1.18	Load Testing	Perform load testing on new releases utilizing the peak number of users in each MSC State Agency simultaneously if hosted MSC States are run on a common platform	Y	Standard
Hosting	A1.19	Data Transfer	Provide and monitor the coordination of all MIS related data transfer necessary with the State Agency, local agencies and clinics, Central Processing Site (CSP), eWIC Service Providers, and other third-party apps. This activity includes all uploads, downloads, centralized backup, recovery procedures, etc. State and local agencies will be responsible for maintaining internet connectivity.	Y	Standard
Hosting	A1.20	CPS Monitoring	Monitor on-site IT operations and maintenance of the Central Site Processor.	Y	Standard
Hosting	A1.21	Monitor Logs	Monitor system, security, and application logs and provide a quarterly report of monitoring activity to the MSC	Y	Standard

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Hosting	A1.22	Schedule Maintenance	Identify a regularly scheduled maintenance window (such as monthly or quarterly) at which time all relevant server patches and application upgrades shall be applied unless an emergency repair is required. These windows should be identified outside of clinic operation hours. Communicate with the MSC PM (or designee) and the effected State Agency prior to any unscheduled maintenance that will occur during evenings and/or weekends.	Y	Standard
Hosting	A1.23	Response Time	Configure the MIS application so that host response time for transactions is less than two (2) seconds for 99% of all transactions, and never more than five (5) seconds.	Y	Standard
Hosting	A1.24	Audit User Access	Review logs of attempted accesses to the application that fail identification, authentication and authorization requirements. The M&E Contractor shall review usage logs and pinpoint abnormal usage patterns such as off-hours use, multiple failed logins, and extended user sessions; tightly control database users and the permissions assigned to those users, assuring network logins are current and that accounts are disabled or removed for staff as appropriate	Y	Standard
Hosting	A1.25	Security Controls	Employ security measures to ensure that the State's application and data is protected. At a minimum, the M&E Contractor shall: • Provide documented security policies and procedures, which, at a minimum, include: o Network firewall provisioning o Intrusion detection o Regular third-party penetration testing o Physical, inventory and configuration control, data, telecommunications, network, operating system, and personnel security; • Assure subsequent application enhancements or upgrades shall not remove or degrade security requirements • Keep any sensitive Data or communications private from unauthorized individuals and programs • Maintain network security that conforms to either the current standards set forth and maintained by the National Institute of Standards and Technology (NIST), including those at: http://web.nvl.nist.gov/view/ncp/repository, or any generally recognized comparable standard that M&E Contractor then applies to its own network as approved by State Security personnel in writing	Y	Standard
Hosting	A1.26	Security Breach Notification	Notify the MSC State Agency WIC Director of any security breaches within two (2) hours of the time that the M&E Contractor learns of their occurrence. This is not limited to business hours	Y	Standard
Hosting	A1.27	Transition In	Transfer all data from the current hosted environments to the new Contractor-hosted environments.	Y	Standard
Hosting	A1.28	Transition In	Transition hosting from the incumbent provider within three (3) months following contract execution	Y	Standard
Hosting	A1.29	Transition In	Provide a Hosting Transition Plan that details tasks, testing, and go/no-go validation points for the transition of hosting from the incumbent Contractor.	Y	Standard
Hosting	A1.30	Transition In	Transition hosting from the incumbent contractor over a weekend when clinic operations will not be impacted.	Y	Standard
Hosting	A1.31	Disaster Recovery Site	Provide and maintain a disaster recovery site to resume operations in the event of a disaster. This includes the hardware and software necessary to resume WIC operations within one (1) business hour. Software and databases at the disaster recovery site shall be a duplicate of the environment at the primary production site. At a minimum, the disaster recovery site shall be a "warm site" ready to take over transaction processing within an hour after a disaster has been declared at the primary production site.	Y	Standard
Hosting	A1.32	Back-up Frequency	Verify that data necessary for ongoing operations for hosted States is backed up no less than daily and stored offsite in a secure location. Backed-up data shall be encrypted. The back-up site will also be connected to the eWIC Service Provider. The M&E Contractor shall verify on a semi-annual basis that backed-up data can be restored successfully	Y	Standard
Hosting	A1.33	Data Replication	Production databases shall be replicated between the primary production site and the disaster recovery site on a real-time basis to allow for fail-over to the disaster recover site without having to restore databases	Y	Standard
Hosting	A1.34	Failover Timing	Coordinate with State IT to configure a failover/backup solution and document this solution in the Disaster Recovery Plan. The Backup solution shall be developed in such a way that the State would be functioning (able to certify participants and issue food packages) within one business hours following a disruption in services	Y	Standard
Hosting	A1.35	Disaster Recovery Testing	Perform testing and verification of disaster recovery procedures no less than annually, validating access to the disaster recovery system from the local clinics, State Office, M&E Contractor offices and Help Desk	Y	Standard
Hosting	A1.36	Back-up Security	Ensure secure transmittal and storage of all backed up data according to State Agency requirements	Y	Standard
Hosting	A1.37	Secure FTP Site	Provide a Secure File Transfer Protocol (SFTP) site for exchanging information including files and documents that contains personally identifiable information (PII)/protected health information (PHI) data for the life of the contract.	Y	Standard
Hosting	A1.38	Manage Servers	Manage the databases and services on all servers located at the M&E Contractor's facility and repair or replace the hardware or software, or any portion thereof, in assuring the System operates in accordance with the specifications, terms, and requirements of the Contract.	Y	Standard

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Hosting	A1.39	Test Environments	Track and maintain test environment configurations that match the production configurations for each member of the MSC. The M&E Contractor shall maintain a minimum of three (3) sets of non-production environments —one (1) for internal regular builds, referred as "Test" environments (for example, Test NH, Test HI) and another one (1) to mirror the State Agency's current production environment, referred as "UAT" environments (for example, UAT KS, UAT ITCA). The Test environment will go through regular builds for internal QA purposes, whereas the UAT environment will be updated only when the respective State Agency's production environment gets updated with a new version. The third environment is the training environment, which is used for training LA staff. This System will also only be updated when a new application version is implemented into production	Y	Standard
Hosting	A1.40	Data Center Locations	Data centers will be located in the United States.	Y	Standard