



Lori A. Weaver  
Commissioner

Jain N. Watt  
Director

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

29 HAZEN DRIVE, CONCORD, NH 03301  
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December 2, 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 provide 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 \$505,686 from \$1,801,562 to \$2,307,248 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, and amended on August 7, 2024, item #11.

Funds are available in the following accounts 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.

**See attached fiscal details.**

**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 competitively bid. The Contractor will provide enhancements that improve the New Hampshire Women, Infants, and Children Program (WIC) management information system. The new enhancements will enable the Department to meet program requirements of the United States Department of Agriculture and modernize functionality to improve the client experience.

The purpose of this request is to allow the Contractor to make enhancements to the New Hampshire WIC management information system, which is used to determine WIC eligibility, document health and nutrition risk criteria, assign appropriate foods, and issue monthly electronic food benefits to eligible participants. The Contractor will develop an online multi-language participant portal and streamline existing functionality to support smoother system operations. The portal will improve the enrollment process by allowing participants to request and cancel appointments, receive reminders, upload and download needed documents, and sign forms electronically.

Approximately 13,000 individuals will be served each month in New Hampshire through June 30, 2027.

The NH 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.

The Department will continue to monitor contracted services by:

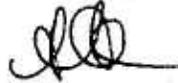
- Reviewing project deliverables at monthly status meetings; and
- Reviewing required business and technical requirements monthly to ensure compliance.

Should the Governor and Council not authorize this request, the Department will be unable to implement system enhancements that improve the client experience and comply with federal reporting and operating requirements.

Source of Federal Funds: Assistance Listing Number 10.557, FAIN 224NH042M2004, and FAIN 234NH082M2008

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

Respectfully submitted,



*LA* Lori A. Weaver  
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
FISCAL DETAILS SHEET**

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 100% FEDERAL FUNDS

100% Federal Funds

Custom Data Processing, Inc.

Vendor # 391550

| State Fiscal Year | Class / Account | Class Title                    | Job Number | Current Amount | Increase (Decrease) | Revised Amount |
|-------------------|-----------------|--------------------------------|------------|----------------|---------------------|----------------|
| 2022              | 102-500731      | Contracts for Program Services | 90006051   | \$48,011       | \$0                 | \$48,011       |
| 2022              | 102-500731      | Contracts for Program Services | 90006041   | \$44,211       | \$0                 | \$44,211       |
| 2023              | 102-500731      | Contracts for Program Services | 90006015   | \$294,590      | \$0                 | \$294,590      |
| 2024              | 102-500731      | Contracts for Program Services | 90006015   | \$294,590      | \$0                 | \$294,590      |
| 2025              | 102-500731      | Contracts for Program Services | 90006015   | \$294,590      | \$0                 | \$294,590      |
| 2026              | 102-500731      | Contracts for Program Services | 90006015   | \$294,590      | \$0                 | \$294,590      |
| 2027              | 102-500731      | Contracts for Program Services | 90006015   | \$294,590      | \$0                 | \$294,590      |
|                   |                 | Sub Total                      |            | \$1,565,172    | \$0                 | \$1,565,172    |

05-95-90-902010-62900000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH AND NUTRITION, WIC  
MODERNIZATION ARPA

100% Federal Funds

| State Fiscal Year | Class / Account | Class Title                    | Job Number | Current Amount | Increase (Decrease) | Revised Amount |
|-------------------|-----------------|--------------------------------|------------|----------------|---------------------|----------------|
| 2025              | 102-500731      | Contracts for Program Services | 90006105   | \$0            | \$19,608            | \$19,608       |
| 2026              | 102-500731      | Contracts for Program Services | 90006105   | \$0            | \$176,342           | \$176,342      |
| 2027              | 102-500731      | Contracts for Program Services | 90006105   | \$0            | \$232,744           | \$232,744      |
|                   |                 | Sub Total                      |            | \$0            | \$428,694           | \$428,694      |

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

100% Federal Funds

| State Fiscal Year | Class / Account | Class Title                    | Job Number | Current Amount | Increase (Decrease) | Revised Amount |
|-------------------|-----------------|--------------------------------|------------|----------------|---------------------|----------------|
| 2025              | 102-500731      | Contracts for Program Services | 90006103   | \$236,390      | \$76,992            | \$313,382      |
|                   |                 | Sub Total                      |            | \$236,390      | \$76,992            | \$313,382      |

|                      |             |           |             |
|----------------------|-------------|-----------|-------------|
| <b>Overall Total</b> | \$1,801,562 | \$505,686 | \$2,307,248 |
|----------------------|-------------|-----------|-------------|



**Denis Goulet**  
*Commissioner*

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
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[www.nh.gov/doi](http://www.nh.gov/doi)

November 26, 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. 2020-051B.

The purpose of this request is for Custom Data Processing to complete 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 \$505,686 from \$1,801,562 to \$2,307,248, 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/ik  
DoIT #2020-051B

cc: Ken Gagne, IT Manager, DoIT

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

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), as amended on August 7, 2024 (Item #11), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, 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:  
\$2,307,248
2. 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 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 | \$1,160,085 |

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

|    | Year 1   | Year 2 | Year 3 | Year 4 | Year 5 | Totals   |
|----|----------|--------|--------|--------|--------|----------|
| NH | \$92,222 | \$0    | \$0    | \$0    | \$0    | \$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 |

Custom Data Processing, Inc.

A-S-1.3

Contractor Initials CDP

**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        |
| <b>Totals</b>    | <b>\$48,294</b> | <b>\$48,294</b> | <b>\$48,294</b> | <b>\$48,294</b> | <b>\$48,294</b> | <b>\$241,470</b> |

**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 |                                    |                  | 886.00 | \$97,460.00 |

**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 |

**Task Order #2024-08 (Release 5.5)**

| Del. #           | Payment Milestone                  | Payment Schedule | Hours | Cost      |
|------------------|------------------------------------|------------------|-------|-----------|
|                  | Initial Costs                      | May 2025         |       | \$7,683   |
| 1                | RTM and Design Complete            | June 2025        | 241   | \$26,547  |
| 2                | Development Complete               | June 2025        | 608   | \$66,880  |
| 3                | Testing and Documentation Complete | December 2025    | 63    | \$6,930   |
| 4                | Development/Testing/Documentation  | December 2025    | 1153  | \$126,867 |
| 5                | Production Deployment              | March 2026       | 32    | \$3,483   |
| Task Order Total |                                    |                  | 2,097 | \$238,390 |

**Task Order #2024-08 (Release 5.6)**

| Del. #           | Payment Milestone                 | Payment Schedule | Hours | Cost      |
|------------------|-----------------------------------|------------------|-------|-----------|
|                  | Initial Costs                     | October 2025     |       | \$1,667   |
| 1                | RTM Development Complete          | November 2025    | 234   | \$25,703  |
| 2                | Design Documentation Complete     | November 2025    | 587   | \$64,753  |
| 3                | Test Case Development Complete    | July 2026        | 61    | \$6,710   |
| 4                | Development/Testing/Documentation | July 2026        | 1117  | \$122,834 |
| 5                | Production Deployment             | September 2026   | 31    | \$3,373   |
| Task Order Total |                                   |                  | 2,030 | \$225,040 |

**Task Order #2024-12**

| Del. #           | Payment Milestone                  | Payment Schedule | Hours | Cost     |
|------------------|------------------------------------|------------------|-------|----------|
| 1                | RTM and Design Complete            | March 2025       | 97    | \$10,670 |
| 2                | Development Complete               | May 2025         | 290   | \$31,900 |
| 3                | Develop Test Cases Complete        | June 2025        | 26    | \$2,860  |
| 4                | Testing and Documentation Complete | June 2025        | 225   | \$24,750 |
| 5                | Production Deployment              | September 2025   | 33    | \$3,630  |
| Task Order Total |                                    |                  | 671   | \$73,810 |

**Release 5.5 – Maintenance Costs by State Agency – Years 1-5**

|    | Year 1 | Year 2 | Year 3 | Year 4   | Year 5   | Totals   |
|----|--------|--------|--------|----------|----------|----------|
| NH | \$0    | \$0    | \$0    | \$11,692 | \$35,074 | \$46,766 |

**Grand Total Cost by State Agency – Years 1-5**

|    | Year 1    | Year 2    | Year 3    | Year 4    | Year 5    | Totals Yr 1-5 |
|----|-----------|-----------|-----------|-----------|-----------|---------------|
| NH | \$386,812 | \$294,590 | \$627,580 | \$535,685 | \$462,581 | \$2,307,248   |

**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 |

3. Delete Attachment 1, Task Order #2024-05 – Amendment #1 in its entirety.
4. Add Attachment 1, Task Order #2024-08 (Releases 5.5 and 5.6) – Amendment #2, which is attached hereto and incorporated by reference herein.
5. Add Attachment 2, Task Order #2024-12 – Amendment #2, which is attached hereto and incorporated by reference herein.

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

11/26/2024  
Date

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

Custom Data Processing, Inc.

11/26/2024  
Date

DocuSigned by:  
Kelly Pralle  
Name: Kelly Pralle  
Title: President

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

OFFICE OF THE ATTORNEY GENERAL

12/2/2024

Date

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

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

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# Task Order 2024-08 (Releases 5.5 and 5.6)

## General Information (completed by the MSC PMO)

**Task Order Number:** 2024 – 08

**Task Order Requester:** Hawaii, ITCA, and NH WIC Programs

**Date:** 05/22/2024

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

- CRA 350 – MSC Portal

**Payment Approach:** Hawaii, ITCA, and NH WIC will be the payors for this Task Order.

## Section I – Project Scope of Work

### Problem Statement

The MSC WIC programs, including Hawaii, the Inter Tribal Council of Arizona (ITCA), and New Hampshire, have provided their clients with a variety of tools and apps to support their education and participation in the WIC Program. The MSC aims to consolidate tools and apps to simplify the process for WIC clients.

To achieve this goal, the MSC has requested that CDP develop a Web Portal for their WIC clients. This would require modifications to the MIS so that clinic staff can support the MSC Portal features. The purpose of the MIS modifications is to provide clinic staff with the necessary tools to better serve their clients through the MSC Portal and includes the ability to collect eSignatures remotely without the need for a signature pad.

### Proposed Solution

CDP plans to create the MSC Portal for clients to use that includes at a minimum the following MSC high-level requirements:

1. Availability of the Portal in both English and Spanish.
2. Ability for clients to see account benefit balance.
3. Ability for clients to receive appointment reminders.
4. Ability for clients to set their own appointments.
5. Ability for clients to upload files or proofs.
6. Ability for clients to report UPCs found in the store but not able to be purchased (not in APL).
7. Ability to manage multiple cards using one (1) Portal account.
8. Link for WIC Approved Foods.
9. Links for Nutrition Education.
10. Banner feature (displays at the bottom of the homepage) that is clickable with a link to a website.
11. Ability for clients to complete and sign forms prior to or during the appointment.
12. Database Improvements by moving stored scanned/uploaded documents from the database to a file server



# Task Order 2024-08 (Releases 5.5 and 5.6)

13. Ability for clinic staff to upload files or proofs.
14. Push notifications - standard notifications for appointment reminders and food balances.
15. Push notifications - the ability to send to a particular group of clients as decided by the state.
16. Text messaging (Participant to clinic and clinic to Participant).
17. Finding WIC Clinic with visual map locations, based on current participant location.
18. Display vendor list with visual map locations based on current participant location.

In addition to the high-level requirements, the MSC has requested the following items from the Annual Recommendations Report provided by CDP:

1. DB Improvement 2: Standardization of Database Keys (Portal related tables)
2. DB Improvement 3: E-sign and Stored documents (move from DB to a File Server)

Note: A list of Screens and Reports impacted by the DB improvements have been attached to the CRA 350 request on the CRA Smartsheet.

## System Component Impact

The following application will be updated:

- (New) MSC Portal
- MIS Client Services application
- MIS Vendor Management application
- MIS Clinic Management application

## High-Level Requirements

| Requirement Number | Requirement Description  |
|--------------------|--|
| 1.00               | <b>Support Multiple Languages</b><br>(At a minimum, need the MSC Portal available in English and Spanish)          |
| 1.01               | Build the MSC Portal to allow for additional languages in the future without needing to rebuild the entire app.    |
| 1.02               | Provide access to the MSC Portal in English  |
| 1.03               | Provide access to the MSC Portal in Spanish.   |
| 2.00               | <b>Mobile friendly MSC Portal</b>  |
| 2.01               | Provide an MSC Portal that is mobile friendly initially and can be transitioned to an app store app in the future. |
| 2.02               | Provide an MSC Portal that will work with a tablet, mobile device (IOS Android), desktop, and laptop computers.    |



# Task Order 2024-08 (Releases 5.5 and 5.6)

| Requirement Number | Requirement Description  |
|--------------------|--|
| 2.03               | Provide one (1) Portal that integrates all features of the MSC Portal and does not require downloading or installing multiple apps.  |
| 2.04               | Allow each WIC Agency to transition to an app store app independent of when the other WIC Agencies decide to transition.   |
| 2.05               | Conduct a Pilot or Beta Phase prior to Statewide Rollout   |
| <b>3.00</b>        | <b>Administrative Configurable Option Tool</b>   |
| 3.01               | Provide a configuration screen to allow an MSC State Agency to designate if a MSC Portal feature is on or off for that State Agency.   |
| <b>4.00</b>        | <b>Portal Landing Page</b>   |
| 4.01               | Provide a landing page that is specific to each WIC Agency. <ol style="list-style-type: none"> <li>1. Program Information - Agency Contact Information, Help</li> <li>2. Sign-In Link</li> <li>3. Registration Link</li> <li>4. Forgot Password Link</li> <li>5. USDA Non-Discrimination Statement</li> </ol>                        |
| <b>5.00</b>        | <b>Portal – Sign-In</b>  |
| 5.01               | Provide a Sign-In page to access the Portal.   |
| 5.02               | Allow user to select English or Spanish.   |
| 5.03               | Allow the following types of registered users to access the Portal: <ol style="list-style-type: none"> <li>1. WIC Staff: Current MIS User ID and Password</li> <li>2. Clients: Card Number and Password</li> <li>3. Shoppers: Card Number and Shopper Password</li> <li>4. Vendor Staff: Access to scanning features only</li> </ol> |
| 5.04               | Provide a link to a Portal Registration page for first time users of the portal.   |
| 5.05               | Provide a link to a Forgot Password page.  |
| 5.06               | Limit to five (5) sign-in attempts before locking password for 10 minutes.   |



# Task Order 2024-08 (Releases 5.5 and 5.6)

| Requirement Number | Requirement Description  |
|--------------------|--|
| 5.07               | Display the Menu Screen after a successful sign-in: <ol style="list-style-type: none"> <li>1. Benefit Balance (Family Dashboard) with link to detail page for each family member on the card.</li> <li>2. Appointments</li> <li>3. Upload Files and Proofs</li> <li>4. Review and Sign Forms</li> <li>5. Report UPCs – Unable to Purchase</li> <li>6. Manage Cards</li> <li>7. WIC Approved Foods (link)</li> <li>8. Education (links)</li> <li>9. WIC Benefit Savings Screen</li> <li>10. About Screen</li> <li>11. Useful Info (links)</li> <li>12. Settings</li> <li>13. Messaging (Optional BE Feature)</li> <li>14. WIC Clinic Search (Optional BE Feature)</li> <li>15. Vendor Search (Optional BE Feature)</li> </ol> |
| 6.00               | <b>Portal – Session Timeout</b>  |
| 6.01               | Provide ability to time out the session based a configurable option for the timeout value.   |
| 6.02               | Display a timeout warning message two (2) minutes before the session times out.  |
| 7.00               | <b>Portal – Forgot Password</b>  |
| 7.01               | Email user a link to reset password and an auth code to reset password.  |
| 7.02               | Password reset page - Enter auth code (or select from list) to reset password.   |
| 7.03               | Provide password guidelines.   |
| 7.04               | Require user to enter new password twice for validation.   |
| 7.05               | Provide a link back to the Sign-In page.   |
| 8.00               | <b>Portal – Registration</b>   |



# Task Order 2024-08 (Releases 5.5 and 5.6)

| Requirement Number | Requirement Description   |
|--------------------|---|
| 8.01               | Provide a screen that allows enrollment in the MSC Portal without having to contact WIC staff.  |
| 8.02               | Allow the following types of users to register for the MSC Portal: <ol style="list-style-type: none"> <li>1. WIC Staff</li> <li>2. Clients</li> <li>3. Shoppers</li> <li>4. Vendor Staff</li> </ol>   |
| 8.03               | Registration for the Portal requires the appropriate credentials for each type of user: <ol style="list-style-type: none"> <li>1. WIC Staff: Current MIS User ID and Password</li> <li>2. Active WIC Clients: Card Number and Validation question</li> <li>3. Shoppers: Card Number and Validation question</li> <li>4. Vendor Staff: Access to scanning features only</li> </ol> |
| 8.04               | Allow Active WIC Clients and Shoppers to create a Password for future access: <ol style="list-style-type: none"> <li>1. Require user to enter password twice for validation</li> <li>2. Provide a link back to the Sign-In Page</li> </ol>  |
| 9.00               | <b>Portal - Banner feature (displays at the bottom of the homepage) clickable with a link to the website</b>  |
| 9.01               | Provide a scrollable banner.  |
| 9.02               | Provide a minimum of 5 banner items (messages and links).   |
| 9.03               | Allow the user to scroll through the banner messages.   |
| 9.04               | Automatically scroll through the banner messages every five (5) seconds.  |
| 10.00              | <b>Portal - Benefit Balance Page</b>  |
| 10.01              | Display (no update) an initial Family Dashboard. Contents: <ol style="list-style-type: none"> <li>1. TBD</li> </ol>   |
| 10.02              | Display (no update) a detail screen for each family member on the card. Contents: <ol style="list-style-type: none"> <li>1. TBD</li> </ol>  |
| 10.03              | Display benefits remaining for the current benefit period.  |
| 10.04              | Display benefits for future benefit periods if requested by the user.   |
| 10.05              | Display a "Benefits expiring soon" message based on a user specified period prior to expiration of benefits.  |
| 10.06              | Allow the user to select a current benefit to see a list of approved WIC items including a product specific picture for each item – generic picture when product specific is not available.   |



# Task Order 2024-08 (Releases 5.5 and 5.6)

| Requirement Number | Requirement Description   |
|--------------------|---|
| 10.07              | Allow client/shopper to select a product from the list of approved WIC items and return a message that indicates the number of units allowed based on the remaining benefit for the current period.   |
|                    | Note: Units available varies based on the package size selected.  |
| 10.08              | Display Purchase History for the current benefit period.  |
| 10.09              | Provide ability to scan a UPC to determine if product is included as part of the client's benefit package.  |
| 10.10              | Provide ability to manually enter a UPC to determine if product is included as part of the client's benefit package.  |
| 10.11              | Display product information for scanned or manually entered UPC along with the appropriate message type: <ol style="list-style-type: none"> <li>1. Covered by WIC and included in benefit package</li> <li>2. Covered by WIC and not included in benefit package</li> <li>3. Not covered by WIC</li> </ol>                        |
| 10.12              | Provide a Benefit impact calculator for Produce.  |
|                    | Note: Display available, used, and remaining units.   |
| 10.13              | Produce Calculator - Allow user to select to scan or enter a UPC to see impact of current purchase on the remaining units. Also: <ol style="list-style-type: none"> <li>1. Option to enter by weight or count</li> <li>2. Description</li> <li>3. Weight or number of items based on selected option</li> <li>4. Price</li> </ol> |
|                    | Note: The used and remaining amounts in the calculator update based on this entry.  |
| 10.14              | Option to transfer to Product Unavailable for purchase screen.  |
| 10.15              | Provide a Benefit impact calculator for Cereal.   |
|                    | Notes: Display available, used, and remaining units.  |
| 10.16              | Cereal Calculator - Allow user to select to scan or enter a UPC to see impact of current purchase on the remaining units. Also: <ol style="list-style-type: none"> <li>1. Option to enter by weight or count</li> <li>2. Description</li> <li>3. Weight or number of items based on selected option</li> </ol>                    |
|                    | Note: The used and remaining amounts in the calculator update based on this entry.  |



# Task Order 2024-08 (Releases 5.5 and 5.6)

| Requirement Number | Requirement Description  |
|--------------------|--|
| 10.17              | Option to transfer to a Product Unavailable for Purchase screen.   |
| <b>11.00</b>       | <b>Portal - Participants receive appointment reminders.</b>  |
| 11.01              | Display a notification of appointments scheduled within the next two weeks.  |
| 11.02              | Display a No Appointments Scheduled message if applicable.   |
| 11.03              | Display a missed appointment notification when WIC staff indicate that the client did not attend a scheduled appointment.  |
| <b>12.00</b>       | <b>Portal - Ability for clients to set their own appointments.</b>   |
| 12.01              | Allow clients to view their scheduled appointment(s).  |
| 12.02              | Allow clients to view available appointment types when scheduling an appointment.  |
| 12.03              | Allow clients to view available appointment times when scheduling an appointment.  |
| 12.04              | Allow clients to request preferred day and time.   |
| 12.05              | Notify client that appointment has been requested and the appointment will be confirmed by WIC staff.  |
| 12.06              | Notify WIC staff that an appointment has been requested.   |
| 12.07              | Allow WIC staff to confirm appointment request.  |
| 12.08              | Allow WIC staff to reschedule an appointment request.  |
| 12.09              | Send appointment confirmation message to client.   |
| 12.10              | Allow clients to cancel scheduled appointments.  |
| 12.11              | Send an automated cancellation notice when a client cancels an appointment.  |
| 12.12              | Allow clients to reschedule an appointment by selecting: <ol style="list-style-type: none"> <li>1. Appointment times available that match the time required for the appointment type being rescheduled.</li> </ol> |
| 12.13              | Send an automated rescheduled appointment notice when a client reschedules an appointment.   |
| <b>13.00</b>       | <b>Portal - Provide a method for the user to initiate the upload of required documentation or proofs</b>   |
| 13.01              | Allow user to specify the type of file being uploaded: <ol style="list-style-type: none"> <li>1. Identity</li> <li>2. Residency</li> <li>3. Income</li> <li>4. Other</li> </ol>                                    |
| 13.02              | Allow user to specify the name of the file being uploaded when "Other" is selected as the file type.   |



# Task Order 2024-08 (Releases 5.5 and 5.6)

| Requirement Number                                | Requirement Description  |
|---|--|
| 13.03   | Integrate into the MIS the ability for WIC staff to review and approve uploaded files.                     |
| 13.04   | Allow user to delete uploaded files that have not been approved by WIC staff.                              |
| 13.05   | Allow user to take a picture to upload instead of selecting a document.                                    |
| 13.06   | Allow user to upload docs for all family and foster children.  |
| 14.00   | <b>Portal - Completing and signing forms prior to or during the appt</b>                                   |
| 14.01   | Allow WIC staff to collect the following forms:<br>1. TBD  |
| 14.02   | Allow WIC clients to review and sign the following forms:<br>1. Proof Pending<br>2. Self-Declare<br>3. TBD |
| 14.03   | Capture and display the date and time forms are signed.  |
| 15.00   | <b>Portal - Reporting UPCs found in the store but not able to be purchased (not in APL)</b>                |
| 15.01   | Allow clients to scan or manually enter a UPC code to report to the WIC Agency.                            |
| 16.00   | <b>Portal - Ability to manage more than one card on one MSC Portal account</b>                             |
| 16.01   | Allow the client to switch between cards with one sign in. Specifically for foster children.               |
| 16.02   | Allow the client to add cards.   |
| 16.03   | Allow the client to delete cards.  |
| 17.00   | <b>Portal - Link for WIC Approved Foods</b>  |
| 17.01   | Provide a link to the WIC Approved Foods List for the WIC Agency. (format varies by State Agency)          |
| 18.00   | <b>Portal - Education links</b>  |
| 18.01   | Provide an external link(s) to take user to education web sites specified by the WIC Agency.               |
| 19.00   | <b>Portal Other Features</b>   |
| 19.01   | Display a WIC Benefit Savings screen (MPUG)  |
| 19.02   | Provide an About screen.   |
| Note: Could include legal notices and misc. info. |  |



# Task Order 2024-08 (Releases 5.5 and 5.6)

| Requirement Number | Requirement Description  |
|--------------------|--|
| 19.03              | Allow the client to send an email to WIC staff.<br><br>Note: Option - open client's email instead of using portal to send.                           |
| 20.00              | <b>Portal – Useful Info (Other External Links)</b>   |
| 20.01              | Recipes - For Example:<br>1. My plate<br>2. WIC Health<br>3. Kids Eat in Color<br>4. California Cookbook for WIC<br>5. Other links provided in email |
| 20.02              | Cooking Matters (website)  |
| 20.03              | Tips - Food tips (JPMA uses Life Hacks)  |
| 20.04              | WICHealth.org (only applies to states with an agreement in place)  |
| 20.05              | WIC Agency specific - WIC Partners Links. for example:<br>1. SNAP<br>2. Medicaid   |
| 21.00              | <b>Portal - Client Settings</b>  |
| 21.01              | (Optional BE Feature) WIC Store Search:<br>1. Distance<br>2. Type of Store<br>3. Favorites<br>4. Top Pick<br>5. Find All Stores                      |
| 21.02              | (Optional BE Feature) WIC Office Search:<br>1. Distance<br>2. Find All Offices   |
| 21.03              | Language:<br>1. English<br>2. Spanish  |
| 21.04              | Benefit Expiration Notice:<br>1. Notify Client - specified time-period in advance<br>2. Method of Notification                                       |
| 21.05              | Appointment Notifications<br>1. Notify client - specified time-period in advance<br>2. Method of Notification  |
| 21.06              | Send automated notifications out at same time (for example: 9:00 AM) based on local time.  |



# Task Order 2024-08 (Releases 5.5 and 5.6)

| Requirement Number | Requirement Description  |
|--------------------|--|
| <b>22.00</b>       | <b>Portal - Infrastructure</b>   |
| 22.01              | Provide the Hardware necessary to support the MSC Portal.  |
| 22.02              | Provide the Software necessary to support the MSC Portal.  |
| 22.03              | Provide the licenses to support the MSC Portal.  |
| 22.04              | Conform with each state's IT policies for communication protocol.  |
| <b>23.00</b>       | <b>MIS - Integrated solution for WIC staff</b>   |
| 23.01              | Integrate the MSC Portal features into the Client Services MIS module.   |
| 23.02              | Provide WIC staff access to: <ol style="list-style-type: none"> <li>1. Appointments- Requests, Cancellations, Rescheduled</li> <li>2. Uploaded Documents</li> <li>3. Signature Validation</li> <li>4. Client Contact WIC via Email or Text</li> <li>5. Reports</li> </ol>                              |
| 23.03              | Provide the following reports: <ol style="list-style-type: none"> <li>1. App logins and counts</li> <li>2. Possible - Report of clinic Activity Awaiting Action</li> <li>3. Possible - Number of times external links were clicked</li> <li>4. Possible - How often features are being used</li> </ol> |
| <b>24.00</b>       | <b>MIS - Standardize database table keys – MSC Portal Related Tables</b>   |
| 24.01              | Standardize keys by replacing existing database table composite and natural keys with unique identifiers.  |
| 24.02              | Update Screens to reference the new keys.  |
| 24.03              | Update Reports to reference the new keys.  |
| 24.04              | Update Processes to reference the new keys.  |

### Database Impact

- New tables to support the MSC Portal features.
- New Columns on existing tables to support the MSC Portal features.

### Documentation Impact

- New documentation for the new MSC Portal and MIS screens and processes required to support the MSC Portal features.



# Task Order 2024-08 (Releases 5.5 and 5.6)

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- Updated documentation for existing MIS screens and processes that are modified to support the MSC Portal features.

## Help Text Impact

- New Help Text for the new MSC Portal and MSC MIS screens.
- Modifications to existing MSC MIS screens.

## Assumptions

1. CDP has provided a Binding Estimate for the development of a mobile responsive MSC Portal.
2. MSC will submit a Change Request - Application (CRA) in the future if there is a request to develop a native app for Apple and Android devices.
3. CDP will work with the MSC to develop a project schedule for the MSC Portal that will cover at least a 12-month period – **Features will be implemented across at least two releases.**
4. CDP will conduct design sessions that include mock-ups for the screens and reports to provide feedback during the session. This will consist of the design session updates to the screen mock-ups, one round of review and feedback, and then a final submission of the design documents.
5. CDP would like to have access to Participants during the design phase so that they can provide feedback on the design.
6. CDP will provide a functional demo of the MSC Portal and MSC MIS changes as requested by the MSC.
7. CDP is not responsible for and has not included costs for training participants and WIC staff on the MSC Portal.
8. CDP is not responsible for and has not included costs for training WIC staff on changes to the MIS to support the MSC Portal.
9. CDP will test the MSC Portal on standard IOS and Android devices. CDP cannot test the MSC Portal on all possible devices available in the marketplace.
10. CDP will test the MSC Portal on Chrome, Safari, and Microsoft Edge for desktop use.
11. CDP will use the WAVE web accessibility evaluation tool and Silktide to evaluate the accessibility of the MSC Portal.
12. ITCA will be responsible for providing a file server to support the move of stored documents and signatures from the database to a file server in the ITCA Production environment.



# Task Order 2024-08 (Releases 5.5 and 5.6)

13. ITCA will be responsible for providing any additional hardware and software needed to support the MSC Portal in the ITCA Production environment.

## Section II – Project Milestones and Invoice Schedule

### Project Milestones and Optional Services Selected

| Project Milestone                 | Hours        | Rate/Hour | Cost                  |
|-----------------------------------|--------------|-----------|-----------------------|
| Initial Costs                     | 0            | N/A       | \$25,300.00           |
| RTM Development                   | 1,141        | 110       | \$125,510.00          |
| Design Documentation              | 2,876        | 110       | \$316,360.00          |
| Develop Test Cases                | 298          | 110       | \$32,780.00           |
| Development/Testing/Documentation | 5,454        | 110       | \$599,940.00          |
| Production Deployment             | 149          | 100       | \$16,390.00           |
| <b>Project Milestone Total</b>    | <b>9,918</b> |           | <b>\$1,116,280.00</b> |

| Optional Services                 | Hours        | Rate/Hour | Cost                |
|-----------------------------------|--------------|-----------|---------------------|
| Geolocation                       | 548          | 110       | \$60,280.00         |
| Text Messaging/Push Notifications | 1,918        | 110       | \$210,980.00        |
| <b>Optional Services Total</b>    | <b>2,466</b> |           | <b>\$271,260.00</b> |

|  |               |  |                       |
|--|---------------|--|-----------------------|
| <b>Milestones plus Optional Services Total</b> | <b>12,384</b> |  | <b>\$1,387,540.00</b> |
|--|---------------|--|-----------------------|

### Invoice Schedule

The tables below show the Payment Milestones and Invoice Schedules for Release 5.5 and Release 5.6. Invoicing may occur after approval from the MSC.

#### Release 5.5 (Spring 2026) Invoice Schedule

| Del # | Payment Milestone                 | Invoice Schedule | Hours          | Cost                |
|-------|-----------------------------------|------------------|----------------|---------------------|
|       | Initial Costs                     | May 2025         |                | \$20,300.00         |
| 1     | RTM Development Complete          | June 2025        | 724.00         | \$79,640.00         |
| 2     | Design Documentation Complete     | June 2025        | 1,824.00       | \$200,640.00        |
| 3     | Test Case Development Complete    | Dec 2025         | 189.00         | \$20,790.00         |
| 4     | Development/Testing/Documentation | Dec 2025         | 3,460.00       | \$380,600.00        |
| 5     | Production Deployment             | March 2026       | 95.00          | \$10,450.00         |
|       | <b>Release 5.5 Total</b>          |                  | <b>6292.00</b> | <b>\$712,420.00</b> |

#### Release 5.6 (Fall 2026) Invoice Schedule

| Del # | Payment Milestone              | Invoice Schedule | Hours    | Cost         |
|-------|--------------------------------|------------------|----------|--------------|
|       | Initial Costs                  | Oct 2025         |          | \$5,000.00   |
| 1     | RTM Development Complete       | Nov 2025         | 701.00   | \$77,110.00  |
| 2     | Design Documentation Complete  | Nov 2026         | 1,766.00 | \$194,260.00 |
| 3     | Test Case Development Complete | July 2026        | 183.00   | \$20,130.00  |



# Task Order 2024-08 (Releases 5.5 and 5.6)

| Del #                    | Payment Milestone                 | Invoice Schedule | Hours          | Cost                |
|--------------------------|-----------------------------------|------------------|----------------|---------------------|
| 4                        | Development/Testing/Documentation | July 2026        | 3,350.00       | \$368,500.00        |
| 5                        | Production Deployment             | Sept 2026        | 92.00          | \$10,120.00         |
| <b>Release 5.6 Total</b> |                                   |                  | <b>6092.00</b> | <b>\$675,120.00</b> |

## Invoice Schedule by State

### Hawaii WIC Program

The total cost for the Hawaii project, including the two releases and ongoing maintenance costs for the remaining months of the 5-year CDP base contract, is **\$548,689.52**. This amount increases to **\$574,543.78** with the Hawaii General Excise Tax (GET) added.

### Hawaii Release 5.5 (Spring 2026) Invoice Schedule

| Del #                    | Payment Milestone                 | Invoice Schedule | Hours          | Cost                | Cost w/GET          |
|--------------------------|-----------------------------------|------------------|----------------|---------------------|---------------------|
|                          | Initial Costs                     | May 2025         |                | \$7,683.33          | \$8,045.37          |
| 1                        | RTM Development Complete          | June 2025        | 241.3333       | \$26,546.66         | \$27,797.54         |
| 2                        | Design Documentation Complete     | June 2025        | 608.0001       | \$66,880.01         | \$70,031.40         |
| 3                        | Test Case Development Complete    | Dec 2025         | 63.0001        | \$6,930.01          | \$7,256.55          |
| 4                        | Development/Testing/Documentation | Dec 2025         | 1,153.3333     | \$126,866.66        | \$132,844.62        |
| 5                        | Production Deployment             | March 2026       | 31.6666        | \$3,483.33          | \$3,647.46          |
| <b>Release 5.5 Total</b> |                                   |                  | <b>2097.33</b> | <b>\$238,390.00</b> | <b>\$249,622.94</b> |

### Hawaii Release 5.6 (Fall 2026) Invoice Schedule

| Del #                    | Payment Milestone                 | Invoice Schedule | Hours          | Cost                | Cost w/GET          |
|--------------------------|-----------------------------------|------------------|----------------|---------------------|---------------------|
|                          | Initial Costs                     | Oct 2025         |                | \$1,666.67          | \$1,745.20          |
| 1                        | RTM Development Complete          | Nov 2025         | 233.6666       | \$25,703.33         | \$26,914.47         |
| 2                        | Design Documentation Complete     | Nov 2025         | 588.6666       | \$64,753.33         | \$67,804.51         |
| 3                        | Test Case Development Complete    | July 2026        | 61.0001        | \$6,710.01          | \$7,026.19          |
| 4                        | Development/Testing/Documentation | July 2026        | 1,116.6666     | \$122,833.33        | \$128,621.24        |
| 5                        | Production Deployment             | Sept 2026        | 30.6666        | \$3,373.33          | \$3,532.28          |
| <b>Release 5.6 Total</b> |                                   |                  | <b>2030.67</b> | <b>\$225,040.00</b> | <b>\$235,643.88</b> |

### Ongoing Costs through the CDP Base 5-year Contract.

Release 5.5 contains the first release of the MSC WIC Portal which will begin the Maintenance and Operations cost for the new functionality. The table below includes the monthly maintenance costs for the HI WIC Program. The increase for Release 5.5 will continue through the end of the base contract, 06/30/2027. The contract modifications to extend the CDP contract will include these additional costs.

| Hawaii Monthly Invoice     | Invoice Schedule | Cost       | Cost w/GET |
|----------------------------|------------------|------------|------------|
| Monthly Portal Maintenance | March 2026       | \$5,328.72 | \$5,579.81 |



# Task Order 2024-08 (Releases 5.5 and 5.6)

| Hawaii Monthly Invoice                | Invoice Schedule | Cost               | Cost w/GET         |
|---------------------------------------|------------------|--------------------|--------------------|
| Monthly Portal Maintenance            | April 2026       | \$5,328.72         | \$5,579.81         |
| Monthly Portal Maintenance            | May 2026         | \$5,328.72         | \$5,579.81         |
| Monthly Portal Maintenance            | June 2026        | \$5,328.72         | \$5,579.81         |
| Monthly Portal Maintenance            | July 2026        | \$5,328.72         | \$5,579.81         |
| Monthly Portal Maintenance            | August 2026      | \$5,328.72         | \$5,579.81         |
| Monthly Portal Maintenance            | Sept 2026        | \$5,328.72         | \$5,579.81         |
| Monthly Portal Maintenance            | Oct 2026         | \$5,328.72         | \$5,579.81         |
| Monthly Portal Maintenance            | Nov 2026         | \$5,328.72         | \$5,579.81         |
| Monthly Portal Maintenance            | Dec 2026         | \$5,328.72         | \$5,579.81         |
| Monthly Portal Maintenance            | Jan 2027         | \$5,328.72         | \$5,579.81         |
| Monthly Portal Maintenance            | Feb 2027         | \$5,328.72         | \$5,579.81         |
| Monthly Portal Maintenance            | March 2027       | \$5,328.72         | \$5,579.81         |
| Monthly Portal Maintenance            | April 2027       | \$5,328.72         | \$5,579.81         |
| Monthly Portal Maintenance            | May 2027         | \$5,328.72         | \$5,579.81         |
| Monthly Portal Maintenance            | June 2027        | \$5,328.72         | \$5,579.81         |
| <b>Total Portal Maintenance Costs</b> |                  | <b>\$85,259.52</b> | <b>\$89,276.96</b> |

### ITCA WIC Program

The total cost for the ITCA project, including the two releases and ongoing maintenance costs for the remaining months of the 5-year CDP base contract, is **\$494,388.16**.

### ITCA Release 5.5 (Spring 2026) Invoice Schedule

| Del #                    | Payment Milestone                 | Invoice Schedule | Hours          | Cost                |
|--------------------------|-----------------------------------|------------------|----------------|---------------------|
|                          | Initial Costs                     | May 2025         |                | \$4,933.33          |
| 1                        | RTM Development Complete          | June 2025        | 241.3333       | \$26,546.66         |
| 2                        | Design Documentation Complete     | June 2025        | 608.0001       | \$66,880.01         |
| 3                        | Test Case Development Complete    | Dec 2025         | 63.0001        | \$6,930.01          |
| 4                        | Development/Testing/Documentation | Dec 2025         | 1,153.3333     | \$126,866.66        |
| 5                        | Production Deployment             | March 2026       | 31.6666        | \$3,483.33          |
| <b>Release 5.5 Total</b> |                                   |                  | <b>2097.33</b> | <b>\$235,640.00</b> |

### ITCA Release 5.6 (Fall 2026) Invoice Schedule

| Del # | Payment Milestone                 | Invoice Schedule | Hours      | Cost         |
|-------|-----------------------------------|------------------|------------|--------------|
|       | Initial Costs                     | Oct 2025         |            | \$1,666.67   |
| 1     | RTM Development Complete          | Nov 2025         | 233.6666   | \$25,703.33  |
| 2     | Design Documentation Complete     | Nov 2026         | 588.6666   | \$64,753.33  |
| 3     | Test Case Development Complete    | July 2026        | 61.0001    | \$6,710.01   |
| 4     | Development/Testing/Documentation | July 2026        | 1,116.6666 | \$122,833.33 |



# Task Order 2024-08 (Releases 5.5 and 5.6)

| Del #                    | Payment Milestone     | Invoice Schedule | Hours          | Cost                |
|--------------------------|-----------------------|------------------|----------------|---------------------|
| 5                        | Production Deployment | Sept 2026        | 30.6666        | \$3,373.33          |
| <b>Release 5.6 Total</b> |                       |                  | <b>2030.67</b> | <b>\$225,040.00</b> |

### Ongoing Costs through the CDP Base 5-year Contract.

Release 5.5 contains the first release of the MSC WIC Portal which will begin the Maintenance and Operations cost for the new functionality. The table below includes the monthly maintenance costs for the ITCA WIC Program. The increase for Release 5.5 will continue through the end of the base contract, 06/30/2027. The contract modifications to extend the CDP contract will include these additional costs.

| ITCA Monthly Invoice                  | Invoice Schedule | Cost               |
|---------------------------------------|------------------|--------------------|
| Monthly Portal Maintenance            | March 2026       | \$2,106.76         |
| Monthly Portal Maintenance            | April 2026       | \$2,106.76         |
| Monthly Portal Maintenance            | May 2026         | \$2,106.76         |
| Monthly Portal Maintenance            | June 2026        | \$2,106.76         |
| Monthly Portal Maintenance            | July 2026        | \$2,106.76         |
| Monthly Portal Maintenance            | August 2026      | \$2,106.76         |
| Monthly Portal Maintenance            | Sept 2026        | \$2,106.76         |
| Monthly Portal Maintenance            | Oct 2026         | \$2,106.76         |
| Monthly Portal Maintenance            | Nov 2026         | \$2,106.76         |
| Monthly Portal Maintenance            | Dec 2026         | \$2,106.76         |
| Monthly Portal Maintenance            | Jan 2027         | \$2,106.76         |
| Monthly Portal Maintenance            | Feb 2027         | \$2,106.76         |
| Monthly Portal Maintenance            | March 2027       | \$2,106.76         |
| Monthly Portal Maintenance            | April 2027       | \$2,106.76         |
| Monthly Portal Maintenance            | May 2027         | \$2,106.76         |
| Monthly Portal Maintenance            | June 2027        | \$2,106.76         |
| <b>Total Portal Maintenance Costs</b> |                  | <b>\$33,708.16</b> |

### New Hampshire WIC Program

The total cost for the New Hampshire project, including the two releases and ongoing maintenance costs for the remaining months of the 5-year CDP base contract, is **\$510,195.60**.

### New Hampshire Release 5.5 (Spring 2026) Invoice Schedule

| Del # | Payment Milestone              | Invoice Schedule | Hours    | Cost        |
|-------|--------------------------------|------------------|----------|-------------|
|       | Initial Costs                  | May 2025         |          | \$7,683.33  |
| 1     | RTM Development Complete       | June 2025        | 241.3333 | \$26,546.66 |
| 2     | Design Documentation Complete  | June 2025        | 608.0001 | \$66,880.01 |
| 3     | Test Case Development Complete | Dec 2025         | 63.0001  | \$6,930.01  |



# Task Order 2024-08 (Releases 5.5 and 5.6)

| Del#                     | Payment Milestone                 | Invoice Schedule | Hours          | Cost                |
|--------------------------|-----------------------------------|------------------|----------------|---------------------|
| 4                        | Development/Testing/Documentation | Dec 2025         | 1,153.3333     | \$126,866.66        |
| 5                        | Production Deployment             | March 2026       | 31.6666        | \$3,483.33          |
| <b>Release 5.5 Total</b> |                                   |                  | <b>2097.33</b> | <b>\$238,390.00</b> |

## New Hampshire Release 5.6 (Fall 2026) Invoice Schedule

| Del#                     | Payment Milestone                 | Invoice Schedule | Hours          | Cost                |
|--------------------------|-----------------------------------|------------------|----------------|---------------------|
|                          | Initial Costs                     | Oct 2025         |                | \$1,666.67          |
| 1                        | RTM Development Complete          | Nov 2025         | 233.6666       | \$25,703.33         |
| 2                        | Design Documentation Complete     | Nov 2026         | 588.6666       | \$64,753.33         |
| 3                        | Test Case Development Complete    | July 2026        | 61.0001        | \$6,710.01          |
| 4                        | Development/Testing/Documentation | July 2026        | 1,116.6666     | \$122,833.33        |
| 5                        | Production Deployment             | Sept 2026        | 30.6666        | \$3,373.33          |
| <b>Release 5.6 Total</b> |                                   |                  | <b>2030.67</b> | <b>\$225,040.00</b> |

## Ongoing Costs through the CDP Base 5-year Contract.

Release 5.5 contains the first release of the MSC WIC Portal which will begin the Maintenance and Operations cost for the new functionality. The table below includes the monthly maintenance costs for the New Hampshire WIC Program. The increase for Release 5.5 will continue through the end of the base contract, 06/30/2027. The contract modifications to extend the CDP contract will include these additional costs.

| New Hampshire Monthly Invoice         | Invoice Schedule | Cost               |
|---------------------------------------|------------------|--------------------|
| Monthly Portal Maintenance            | March 2026       | \$2,922.85         |
| Monthly Portal Maintenance            | April 2026       | \$2,922.85         |
| Monthly Portal Maintenance            | May 2026         | \$2,922.85         |
| Monthly Portal Maintenance            | June 2026        | \$2,922.85         |
| Monthly Portal Maintenance            | July 2026        | \$2,922.85         |
| Monthly Portal Maintenance            | August 2026      | \$2,922.85         |
| Monthly Portal Maintenance            | Sept 2026        | \$2,922.85         |
| Monthly Portal Maintenance            | Oct 2026         | \$2,922.85         |
| Monthly Portal Maintenance            | Nov 2026         | \$2,922.85         |
| Monthly Portal Maintenance            | Dec 2026         | \$2,922.85         |
| Monthly Portal Maintenance            | Jan 2027         | \$2,922.85         |
| Monthly Portal Maintenance            | Feb 2027         | \$2,922.85         |
| Monthly Portal Maintenance            | March 2027       | \$2,922.85         |
| Monthly Portal Maintenance            | April 2027       | \$2,922.85         |
| Monthly Portal Maintenance            | May 2027         | \$2,922.85         |
| Monthly Portal Maintenance            | June 2027        | \$2,922.85         |
| <b>Total Portal Maintenance Costs</b> |                  | <b>\$46,765.60</b> |



## Task Order 2024-08 (Releases 5.5 and 5.6)

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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.



# Task Order 2024-08 (Releases 5.5 and 5.6)

## Section III – Task Order Review

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

### Hawaii Approval

*[Handwritten Signature]*

06/07/24

Signature

Date:

### ITCA Approval

*[Handwritten Signature]*  
Mindy Josefides (Jun 7, 2024 13:31 PDT)

06/07/24

Signature

Date:

### New Hampshire Approval

*[Handwritten Signature]*  
Lissa Sirois (Jun 7, 2024 14:23 EDT)

06/07/24

Signature

Date:

### CDP Concurrence

*[Handwritten Signature]*

06/18/24

Signature

Date:



# Task Order 2024-12

## General Information (completed by the MSC PMO)

**Task Order Number:** 2024 – 12

**Task Order Requester:** New Hampshire WIC Program

**Date Requested:** 08/28/2024

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

- CRA 325 – Remove References to Paper in the MIS

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

## Section I – Project Scope of Work

### Problem Statement

Some existing code was repurposed from the checks/voucher issuance process to become the eWIC issuance version of the MIS. The result is that stored procedures, reports, and screens execute code that is expecting check/voucher data and, therefore, produce no results. Software applications are not easy to maintain and perform poorly when data must run through code that no longer applies. Dead/unused code is slowing down the execution of the MSC system by consuming unnecessary memory and processing power, and users question why reports have no data.

### Proposed Solution

Hide and/or remove the screens, reports, and processes associated with checks for all MSC MIS applications. This would involve the primary MIS application, by removing the code related to the menu items referencing checks/vouchers from the User Interface (UI), plus the monthly summarization process.

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

- Remove or hide check/voucher references from the UI menus and screens
- Remove check/voucher reporting
- Remove check/voucher monthly summarization jobs
- (Optional) Remove check/voucher related database tables and stored procedures

### System Component Impact

1. The following applications will be updated:
  1. Client Services
  2. Vendor Management and Local Vendor Management
  3. P&F Reporting
  4. Food Package



# Task Order 2024-12

## High-Level Requirements

| Requirement Number | Requirement Description  | Notes  |
|--------------------|--|--|
| 1.0                | <b>Remove or Hide Check/Voucher References from the User Interface</b>   |  |
| 1.1                | Remove menu items used for Check/Voucher<br><b>Note:</b> The list of items to remove will be provided as an attachment to the BE.  | The list of items referenced in several requirements is here: <a href="#">CRA 325 - MSC Application Menus - Paper References v2.0 (1).xlsx</a> |
| 1.2                | Remove fields used for Check/Vouchers from the User Interface<br><b>Note:</b> The list of items to remove will be provided as an attachment to the BE.                               |  |
| 1.3                | Combine all remaining/relevant reports under a single "Reports" menu option  |  |
| 1.4                | Combine screen menu items under a single "Screens" menu option   |  |
| 1.5                | Remove "Test Printing" from Client Services – Help menu.   |  |
| 1.6                | Remove check printer message from Vendor Management/Local Vendor Management login screen.  |  |
| 2.0                | <b>Remove Check/Voucher Reporting</b>  |  |
| 2.1                | Remove all unused Check/Voucher Reports from Client Services.<br><b>Note:</b> The list of items to remove will be provided as an attachment to the BE.                               | For Example:<br>1. Guided Ad Hoc Reports – Check Issuance Guided Ad Hoc<br>2. Mailed Check Letter  |
| 2.2                | Remove all unused Check/Voucher Reports from Vendor Management and Local Vendor Management.<br><b>Note:</b> The list of items to remove will be provided as an attachment to the BE. | For Example:<br>1. High Risk – Vendor Reject Count Quarter Report<br>2. High Risk – Vendor Reject for High NTE Report                          |



# Task Order 2024-12

| Requirement Number | Requirement Description   | Notes   |
|--------------------|---|---|
|                    |   | <ul style="list-style-type: none"> <li>3. High Risk – Percent Reject for High NTE Report</li> <li>4. Price – Food Package Price Report</li> <li>5. Price – Food Instrument Average Report</li> <li>6. Price – Check Type NTE Report</li> <li>7. Guided Ad Hocs – Food Instrument Average Report</li> <li>8. Investigation Management – Investigation Food Instruments</li> </ul>  |
| 2.3                | <p>Remove all unused Check/Voucher Reports from P &amp; F Reports.</p> <p><b>Note:</b> The list of items to remove will be provided as an attachment to the BE.</p> | <p>For Example:</p> <ul style="list-style-type: none"> <li>1. Food Obligations</li> <li>2. Check Activity</li> <li>3. Average Client Cost by Category Legacy</li> <li>4. Average Client Cost by Category</li> <li>5. Average Infant Cost by Type</li> <li>6. Legacy Caseload Reports – Caseload Management</li> <li>7. Legacy Caseload Reports – Caseload Management Yearly Summary</li> <li>8. Legacy Caseload Reports – Caseload Management Yearly Summary</li> </ul> |
| 2.4                | <p>Remove all unused Check/Voucher Reports from Food Package.</p> <p><b>Note:</b> The list of items to remove will be provided as an attachment to the BE</p>       | <p>For Example:</p> <ul style="list-style-type: none"> <li>1. Food Category Guided Ad hoc (non-eWIC)</li> </ul>   |
| 3.0                | <p><b>Remove Check/Voucher Monthly Summarization Jobs</b></p>   |   |



# Task Order 2024-12

| Requirement Number           | Requirement Description  | Notes   |
|------------------------------|--|---|
| 3.1                          | Remove Check/Voucher SQL from the Monthly Summarization jobs   |   |
| <b>Optional Requirements</b> |  |   |
| 4.0<br>(Optional)            | <b>Remove Check/Voucher related Database tables and stored procedures</b>  | <b>Look for data displayed on reports that are check/voucher related that could be removed.</b> |
| 4.1<br>(Optional)            | Remove all unused Check/Voucher database tables that do not impact eWIC tables.<br><br><b>Note:</b> A table that has a combination of both eWIC and check/voucher data, such as Issuance/Transaction data, would not be removed. |   |
| 5.0<br>(Optional)            | <b>Provide Test Cases</b>  |   |
| 5.1<br>(Optional)            | Develop "happy path" Test Cases for each CRA requirement for MSC staff reference during User Acceptance Testing.   |   |

## Database Impact

Updated and new tables will be added to support the following features:

- Remove check/voucher specific tables.
- Remove check/voucher code from stored procedures.

## Documentation Impact

The documentation that needs to be updated or created is:

- Archive DFDDs related specifically to check/vouchers.
- DFDDs where fields are removed from screens will be updated.

## Help Text Impact

The documentation that needs to be updated or created is:



# Task Order 2024-12

- Archive DFDDs related specifically to check/vouchers.
- DFDDs where fields are removed from screens will be updated.

## Assumptions

The assumptions made by CDP for this CRA are:

- Financial Management will be excluded from the CRA.
- Screenshots included in DFDDs that show menu options will not be updated as part of this CRA. As a DFDD is updated in the future, current screenshots will replace the old screenshots.

## Section II – Project Milestones and Invoice Schedule

### Payment Milestones and Optional Services Selected

All optional services offered in the Binding Estimate have been accepted by the MSC and will be included in the final product.

| Milestones   | Hours         | Rate            | Cost               |
|--|---------------|-----------------|--------------------|
| RTM and Design Complete  | 71.00         | \$110/hr        | 7,810.00           |
| Development Complete   | 213.00        | \$110/hr        | 23,430.00          |
| Testing and Documentation Complete                                   | 165.00        | \$110/hr        | 18,150.00          |
| Production Deployment  | 24.00         | \$110/hr        | 2,640.00           |
| <b>Milestone Total</b>   | <b>473.00</b> |                 | <b>\$52,030.00</b> |
| <b>Optional Services</b>   |               |                 |                    |
| R4.0 - Hiding or deleting paper references - Tables and Stored Procs | 172.00        | \$110/hr        | 18,920.00          |
| R5.0 - Develop Test Cases  | 26.00         | \$110/hr        | 2,860.00           |
| <b>Optional Services Total</b>                                       | <b>198.00</b> |                 | <b>\$21,780.00</b> |
| <b>Milestone plus Optional Services Total</b>                        | <b>671.00</b> | <b>\$110/hr</b> | <b>\$73,810.00</b> |

### Invoice and Payment Schedule

The following table shows the Project Deliverables, Payment Milestones, and the Payment Schedule. Invoicing may occur after approval from the MSC. The optional services of Requirements 4.0 and 5.0 are included in the hours and costs.



# Task Order 2024-12

| Del #   | Payment Milestones                 | Payment Schedule | Hours         | Cost               |
|---|------------------------------------|------------------|---------------|--------------------|
| 1   | RTM and Design Complete            | March 2025       | 97.00         | \$10,670.00        |
| 2   | Development Complete               | May 2025         | 290.00        | \$31,900.00        |
| 3   | Develop Test Cases Complete        | June 2025        | 26.00         | \$2,860.00         |
| 4   | Testing and Documentation Complete | June 2025        | 225.00        | \$24,750.00        |
| 5   | Production Deployment              | September 2025   | 33.00         | \$3,630.00         |
| <b>Milestone plus Optional Services Total</b> |                                    |                  | <b>671.00</b> | <b>\$73,810.00</b> |

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 one or more SLRs for the System enhancement are non-compliant, 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.



# Task Order 2024-12

## Section III – Task Order Review

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

### Hawaii Approval

*Julian Munk*

09/04/24

Signature

Date

### ITCA Approval

*Mindy Joseph*  
Mindy Joseph (Sep 4, 2024 14:26 PDT)

09/04/24

Signature

Date

### Kansas Approval

*Danica Pelzel*  
Danica Pelzel (Sep 4, 2024 14:09 CDT)

09/04/24

Signature

Date

### New Hampshire Approval

*Hailey McAlary*  
Hailey McAlary (Aug 29, 2024 12:02 EDT)

08/29/24

Signature

Date

### CDP Concurrence

*Scott Pralle*

09/06/24

Signature

Date

# 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.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

CERTIFICATE OF AUTHORITY

I, Scott 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 January 15 2024, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

VOTED: That Kelly Pralle (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: 11/22/2024

DocuSigned by:

Scott Pralle

Signature of Elected Officer

Name: Scott Pralle

Title:

COO



ARC  
11



**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  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

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      |

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

|      |            |                        |                 |                    |            |                    |
|------|------------|------------------------|-----------------|--------------------|------------|--------------------|
| 2027 | 102-500731 | Contracts for Prog Svc | 90006015        | \$294,590          | \$0        | \$294,590          |
|      |            |                        | <b>Subtotal</b> | <b>\$1,565,172</b> | <b>\$0</b> | <b>\$1,565,172</b> |

**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          |
|                   |                 |                        | <b>Subtotal</b> | <b>\$0</b>         | <b>\$236,390</b>             | <b>\$236,390</b>   |
|                   |                 |                        | <b>Total</b>    | <b>\$1,565,172</b> | <b>\$236,390</b>             | <b>\$1,801,562</b> |

**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.

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

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



Denis Goulet  
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

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,

A handwritten signature in black ink that reads "Denis Goulet".

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 Contract 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 | \$71,095 |

**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        |
| <b>Totals</b>    | <b>\$48,294</b> | <b>\$48,294</b> | <b>\$48,294</b> | <b>\$48,294</b> | <b>\$48,294</b> | <b>\$241,470</b> |

**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      |
| <b>Task Order Total</b> |                                    |                  | <b>889</b> | <b>\$97,460</b> |

**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         |
| <b>Task Order Total</b> |                                    |                  | <b>712</b> | <b>\$78,320</b> |

**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           |
| <b>Task Order Total</b> |                                    |                  | <b>176</b> | <b>\$19,360</b> |

**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

07288843501042

Name: Iain watt

Title: Director - DPHS

Custom Data Processing, Inc.

7/16/2024

Date

DocuSigned by:

Scott Pralle

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*

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  | <b>Modifications to the Pre-Application Portal:</b>  |
| 2.01  | Create an initial page that allows the user to select their language preference.<br>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         |
| <b>Project Milestone Total</b>     | <b>886.00</b> |      | <b>\$97,460.00</b> |

### 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         |
|       | <b>Task Order Total</b>            |                  | <b>886.00</b> | <b>\$97,460.00</b> |

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*  
C1A8C5E0D2A82

2/2/2024

Signature

Date: / /

### ITCA Approval

DocuSigned by:  
*Mindy Jossifides*  
3E98DE8EFC842C

2/1/2024

Signature

Date: / /

### Kansas Approval

DocuSigned by:  
*Danica Pelzel*  
F1840D6E8E448

2/6/2024

Signature

Date: / /

### New Hampshire Approval

DocuSigned by:  
*Lissa Sirois*  
048EDE3A00484FA

2/1/2024

Signature

Date: / /

### CDP Concurrence

DocuSigned by:  
*Scott Pralle*  
84FE06E43D8432

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.<br><br>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.<br><br>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:<br>Measurement Date<br>Height/Weight<br>Length/Weight<br>Pre-pregnancy weight if applicable<br>Birth Measurements – weight and length  |
| 1.7                | The Bloodwork measurement data should include:<br>Measurement Date<br>Hemoglobin<br>Hematocrit<br>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         |
| <b>Project Milestone Total</b>     | <b>667.00</b> |      | <b>\$73,370.00</b> |

### Optional Services



# MSC Task Order

|  |               |     |                    |
|--|---------------|-----|--------------------|
| Develop Test Cases                             | 45.00         | 110 | \$4,950.00         |
| <b>Optional Services Total</b>                 | <b>45.00</b>  |     | <b>\$4,950.00</b>  |
| <b>Milestones plus Optional Services Total</b> | <b>712.00</b> |     | <b>\$78,320.00</b> |

### 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         |
| <b>Task Order Total</b> |                                    |                  | <b>712.00</b> | <b>\$78,320.00</b> |

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

2/2/2024

Signature

Date: / /

### ITCA Approval

DocuSigned by:

Mindy Jossifides

2/1/2024

Signature

Date: / /

### Kansas Approval

DocuSigned by:

Danica Petzel

2/6/2024

Signature

Date: / /

### New Hampshire Approval

DocuSigned by:

Lissa Sirois

2/1/2024

Signature

Date: / /

### CDP Concurrence

DocuSigned by:

Scott Pralle

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.<br><br>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.<br><br>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: <ul style="list-style-type: none"> <li>• Risk criteria</li> <li>• Bloodwork screens</li> <li>• Certification summary</li> <li>• Participant health summary</li> <li>• Any other associated reports/summaries that include this information.</li> </ul>   |

### 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           |
| <b>Project Milestone Total</b>     | <b>166.00</b> |      | <b>\$18,260.00</b> |

| Optional Services              | Hours        | Rate | Cost              |
|--------------------------------|--------------|------|-------------------|
| Develop Test Cases             | 10.00        | 110  | \$1,100.00        |
| <b>Optional Services Total</b> | <b>10.00</b> |      | <b>\$1,100.00</b> |

|  |               |  |                    |
|--|---------------|--|--------------------|
| <b>Milestones plus Optional Services Total</b> | <b>176.00</b> |  | <b>\$19,360.00</b> |
|--|---------------|--|--------------------|

**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           |
| <b>Task Order Total</b> |                                    |                  | <b>176.00</b> | <b>\$19,360.00</b> |

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*  
CIAA8C3FD102482...

2/15/2024

Signature

### ITCA Approval

DocuSigned by:  
*Mindy Jossifides*  
3F8E08F58DC443C...

2/15/2024

Signature

### Kansas Approval

DocuSigned by:  
*Danica Pilzyl*  
E10A8D188E14A8...

2/16/2024

Signature

### New Hampshire Approval

DocuSigned by:  
*Lissa Sirois*  
049E0E380D484E9...

2/15/2024

Signature

### CDP Concurrence

DocuSigned by:  
*Scott Pralle*  
0A8E095F8D6471...

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                  | <b>Modify eWIC Standard Food Package Wizard/Food Package Basket</b>  |
| 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.<br><br>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                  | <b>Food Package Assignment/Proration</b>   |
| 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         |
| <b>Project Milestone Total</b>     | <b>360.00</b> |           | <b>\$39,600.00</b> |

| Optional Services Selected                    |               |            |                    |
|---|---------------|------------|--------------------|
| Develop Test Cases                            | 15.00         | \$110      | \$1,650.00         |
| <b>Optional Services Total</b>                | <b>15.00</b>  |            | <b>\$1,650.00</b>  |
| <b>Milestone plus Optional Services Total</b> | <b>375.00</b> | <b>110</b> | <b>\$41,250.00</b> |

### 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         |
| <b>Task Order Total</b> |                                    |                | <b>375.00</b> | <b>\$41,250.00</b> |

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*  
C1A86C6D1034E9

4/17/2024

Signature

Date

### ITCA Approval

DocuSigned by:  
*Mindy Jossifides*  
3F060DF8EBC442C...

4/17/2024

Signature

Date

### Kansas Approval

DocuSigned by:  
*Danica Pelzel*  
F1D4D1982E1A4B

4/28/2024

Signature

Date

### New Hampshire Approval

DocuSigned by:  
*Lissa Sirois*  
049E0E3800494E8

4/17/2024

Signature

Date

### CDP Concurrence

DocuSigned by:  
*Scott Pralle*  
0AEE005E48D422

4/30/2024

Signature

Date

APR 20 '22 PM 4:32 RCUD

16 mac



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

Carl A. Shibanette  
Commissioner

Patricia M. Tilley  
Director

79 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 T-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 | 90008015   | \$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.

*The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.*

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

Page 2 of 2

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. Shibiñette*  
20230317100204128

Lori A. Shibiñette  
Commissioner

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

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

Project ID # RF-2022-OPHS-01-WCMA  
 Project Title WIC MIS Multi State Consortium

|                                     | Maximum Points Available | Accenture    | CDP, Inc.   | Coast     | 22nd Century Technologies, Inc. |
|-------------------------------------|--------------------------|--------------|-------------|-----------|---------------------------------|
| <b>Technical</b>                    |                          |              |             |           |                                 |
| Draft System Technical Requirements | 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                           |
| <b>Cost</b>                         |                          |              |             |           |                                 |
| Cost                                | 70                       | 30           | 25          | 15        | 27                              |
| Subtotal - Cost                     | 70                       | 30           | 25          | 15        | 27                              |
| <b>TOTAL POINTS</b>                 | <b>140</b>               | <b>70.25</b> | <b>94.5</b> | <b>82</b> | <b>48.25</b>                    |

| Reviewer Name       | Title                              |
|---------------------|------------------------------------|
| 1. Lisa Sirbu       | NH WIC Administrator, Bureau Chief |
| 2. Matt Ensign      | NH IT Lead                         |
| 3. Tara Orchard     | NH Program Specialist IV           |
| 4. David Thomasen   | Kansas WIC Director                |
| 5. Mindy Jassefide  | ITCA WIC Director                  |
| 6. Melanie Murakami | Hawaii WIC Director                |
| 7. Gordon Chen      | Hawaii WIC IT Specialist           |



Denis Goulet  
Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2961  
www.nh.gov/doi

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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DocuSign Envelope ID: F3A8FCFD-1A59-4986-A8C3-EA1BECC73514

DocuSign Envelope ID: 8ED0AFB3-11B6-444D-89D8-EEA899662A43



**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**  
**Department of Health and Human Services**  
**WIC Management Information System (MIS) - Multi-State Consortium**  
**RFP-2022-DPHS-01-WICMA-01 - 2020-051**  
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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**  
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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

IDENTIFICATION

|  |  |   |                                     |
|--|--|---|-------------------------------------|
| 1.1 State Agency Name<br>Department of Health and Human Services   |  | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857     |                                     |
| 1.3 Contractor Name<br>Custom Data Processing, Inc.  |  | 1.4 Contractor Address<br>951 Chenault Road, Frankfort, KY 40601              |                                     |
| 1.5 Contractor Phone Number<br>800-888-6035  | 1.6 Account Number<br>05-95-90-902010-52600000 | 1.7 Completion Date<br>June 30, 2027  | 1.8 Price Limitation<br>\$1,565,172 |
| 1.9 Contracting Officer for State Agency<br>Nathan D. White, Director  |  | 1.10 State Agency Telephone Number<br>(603) 271-9631                          |                                     |
| 1.11 Contractor Signature<br>DocuSigned by:<br>Scott Pralle<br>Date: 4/18/2022   |  | 1.12 Name and Title of Contractor Signatory<br>Scott Pralle, VP, Business Dev |                                     |
| 1.13 State Agency Signature<br>DocuSigned by:<br>Patricia M. Tilly<br>Date: 4/18/2022  |  | 1.14 Name and Title of State Agency Signatory<br>Patricia M. Tilly, Director  |                                     |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____ |  |   |                                     |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)<br>By: <u>John Guano</u> On: 4/18/2022   |  |   |                                     |
| 1.17 Approval by the Governor and Executive Council (if applicable)  |  |   |                                     |
| G&C Item number:   |  | G&C Meeting Date:   |                                     |

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- PJ7

**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 on 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

Page 5 of 51  
Contractor Initials:                       
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  
STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

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

Page 6 of 51  
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  
STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

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.

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STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

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.



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**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

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- 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.

CA.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**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

**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:

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- 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 (FRcD) 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 (FRcD).
  - 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 compilations supporting federally mandated reports.
  - 1.8.4 WIC System interfaces and standard reports, including:
    - 1.8.4.1 Participant Characteristics Minimum Data 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 PcdNSS 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.
- 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    | <ul style="list-style-type: none"> <li>• Hold introductory meeting.</li> <li>• Finalize and approve the transition plan and schedule with MSC and CQuest.</li> <li>• Finalize and approve milestones and deliverables.</li> <li>• Determine the appropriate approach to track progress of transition activities.</li> <li>• Initiate data center preparation for test and production.</li> <li>• Establish knowledge sharing sessions related to hosting, maintenance processes, and procedures.</li> </ul>   |
| 2    | <ul style="list-style-type: none"> <li>• Obtain initial artifacts (such as database backups, source code, and documentation) from CQuest's office (redundant drives).</li> <li>• Stand up at least one test environment.</li> <li>• Work with CQuest to get the MSC system running on a test environment with data loaded from an acquired backup.</li> <li>• Complete all non-production test environments.</li> <li>• Continue knowledge sharing sessions.</li> <li>• Meet with ITCA data center staff to determine hosting support needs.</li> </ul> |

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| Week | Activity   |
|------|--|
| 3    | <ul style="list-style-type: none"> <li>Hold onsite kickoff meeting.</li> <li>Set up at least one test environment for each state agency.</li> <li>Continue setting up other test environments.</li> <li>Continue knowledge sharing sessions.</li> <li>Prepare production infrastructure (such as routers, switches, SANs, VPN, and servers).</li> <li>Meet with ITCA data center staff determine hosting support needs.</li> </ul>   |
| 4    | <ul style="list-style-type: none"> <li>Verify all non-production devices are fully functioning with the MSC and SEBTC systems.</li> <li>Continue knowledge sharing sessions.</li> <li>Meet with ITCA data center staff to prepare for CDP taking over support.</li> <li>Stand up the ITCA backup site in CDP's backup data center.</li> <li>Set up real-time data replication between ITCA and CDP's data centers.</li> <li>Obtain the go/no go decision on CDP's readiness to support ITCA.</li> <li>Ensure the Hawaii production environment is fully tested, certified, and ready for cutover, including failover capability between data centers.</li> </ul>   |
| 5    | <ul style="list-style-type: none"> <li>Turn on real-time data replication between ITCA and CDP.</li> <li>Swap roles with CDP taking lead on ITCA hosting support and CQuest shadowing.</li> <li>Ensure the New Hampshire production environment is fully tested, certified, and ready for cutover, including failover capability between data centers.</li> <li>Obtain the go/no go decision on culling over Hawaii hosting to CDP.</li> </ul>   |
| 16   | <ul style="list-style-type: none"> <li>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.</li> <li>Verify the CDP system is working, DNS changes are made, and Hawaii clinics can connect to the system and VPN.</li> <li>Verify WIC Direct, and all other third-party connections are working.</li> <li>Switch roles, with CDP acting as primary support for Hawaii WIC and CQuest shadowing.</li> <li>Ensure the Kansas production environment is fully tested, certified, and ready for cutover, including failover capability between data centers.</li> <li>Obtain the go/no go decision on transitioning New Hampshire production to CDP.</li> </ul> |
| 27   | <ul style="list-style-type: none"> <li>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.</li> <li>Verify the CDP system is working, DNS changes are made, and New Hampshire clinics can connect to the system and VPN.</li> <li>Verify WIC Connect, and all other third-party connections are working.</li> <li>Switch roles, with CDP acting as primary support for New Hampshire WIC and CQuest shadowing.</li> </ul>   |
| 8    | <ul style="list-style-type: none"> <li>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.</li> <li>Verify the CDP system is working, DNS changes are made, and Kansas clinics can connect to the system and VPN.</li> <li>Verify WIC Direct, and all other third-party connections are working.</li> <li>Switch roles, with CDP acting as primary support for Kansas WIC and CQuest shadowing.</li> </ul>  |

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| Week | Activity  |
|------|---|
|      | shadowing   |
| 9-13 | <ul style="list-style-type: none"> <li>• Operate CDP as primary, with CQuest as a shadow.</li> <li>• Complete transition in week 13 (June 30, 2022).</li> </ul> |

3.2 Table 2 - High-level MSC System Transition Activities

| Week | Activity  |
|------|---|
| 1    | <ul style="list-style-type: none"> <li>• Hold introductory meeting.</li> <li>• Finalize and approve the transition in plan and schedule with MSC and CQuest.</li> <li>• Finalize and approve all milestones and deliverables.</li> <li>• Determine the appropriate approach to track progress of transition in activities.</li> <li>• Procure all internal development test equipment and peripheral devices.</li> </ul>  |
| 2    | <ul style="list-style-type: none"> <li>• Obtain source code, documentation, and all other artifacts related to the MSC system at the same time database backups are retrieved.</li> <li>• Demonstrate the MSC system to CDP.</li> <li>• Review system architecture and technical documentation with CDP.</li> </ul>   |
| 3    | <ul style="list-style-type: none"> <li>• Hold the onsite kickoff meeting.</li> <li>• Load the MSC system source code and documentation into CDP's Azure DevOps project.</li> <li>• Conduct a code walkthrough session with CDP.</li> <li>• Review source code, documentation, and conduct weekly Q&amp;A session between CDP and CQuest.</li> <li>• Meet with the CQuest test team to discuss testing tools, processes, and procedures.</li> </ul>  |
| 4    | <ul style="list-style-type: none"> <li>• Continue code walkthroughs and knowledge sharing.</li> <li>• Continue reviewing source code, documentation, and conducting weekly Q&amp;A session between CDP and CQuest.</li> <li>• Perform the first build of the MSC system at CDP.</li> </ul>  |
| 5    | <ul style="list-style-type: none"> <li>• Transition ITCA issues and support including ticket triage, bug fixes, data correction to CDP with CQuest shadowing.</li> <li>• Shadow CQuest development staff on any non-ITCA bug triaging or code changes to the MSC system.</li> <li>• Continue code walkthroughs and knowledge sharing.</li> <li>• Continue reviewing source code, documentation, and conducting weekly Q&amp;A session between CDP and CQuest.</li> <li>• Build and deploy the MSC system to CDP test environments with assistance from the CQuest as needed.</li> <li>• Send onsite staff to CDP's data center to assist with setup, deployment, and system configuration.</li> </ul> |
| 6    | <ul style="list-style-type: none"> <li>• Continue code walkthroughs and knowledge sharing.</li> <li>• Continue reviewing source code, documentation, and conducting weekly Q&amp;A session between CDP and CQuest.</li> <li>• Internal meetings with CDP development to finalize team processes such as configuring DevOps Story board and Microsoft Teams set up.</li> </ul>   |
| 7    | <ul style="list-style-type: none"> <li>• Transition Hawaii issues and support including ticket triage, bug fixes, data correction to CDP with CQuest shadowing.</li> <li>• Continue code walkthroughs and knowledge sharing.</li> </ul>   |

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| Week  | Activity   |
|-------|--|
|       | <ul style="list-style-type: none"> <li>Continue reviewing source code, documentation, and conducting weekly Q&amp;A session between CDP and CQuest.</li> <li>Continue internal CDP development meetings.</li> </ul>  |
| 8     | <ul style="list-style-type: none"> <li>Transition New Hampshire issues and support including ticket triage, bug fixes, data correction to CDP with CQuest shadowing.</li> <li>Continue code walkthroughs and knowledge sharing.</li> <li>Continue reviewing source code, documentation, and conducting weekly Q&amp;A session between CDP and CQuest.</li> <li>Continue internal CDP development meetings.</li> <li>Begin planning initial CDP release.</li> </ul> |
| 9     | <ul style="list-style-type: none"> <li>Transition Kansas issues and support including ticket triage, bug fixes, data correction to CDP with CQuest shadowing.</li> <li>Continue code walkthroughs and knowledge sharing.</li> <li>Continue reviewing source code, documentation, and conducting weekly Q&amp;A session between CDP and CQuest.</li> <li>Continue internal CDP development meetings.</li> <li>Continue planning initial CDP release.</li> </ul>     |
| 10-13 | <ul style="list-style-type: none"> <li>Ensure CDP is lead for all state agencies with CQuest shadowing until transition ends on June 30, 2022.</li> <li>Continue planning initial CDP release.</li> </ul>  |

3.3 Table 3 - High-level Help Desk Transition Activities

| Week | Activity   |
|------|--|
| 1    | <ul style="list-style-type: none"> <li>Hold introductory meeting.</li> <li>Finalize and approve the Transition In Plan and schedule with MSC and CQuest.</li> <li>Finalize and approve milestones and deliverables.</li> <li>Determine the appropriate approach to track progress of transition in activities.</li> <li>Procure all internal development and test equipment and peripheral devices.</li> </ul>   |
| 2    | <ul style="list-style-type: none"> <li>Demonstrate the MSC system for CDP help desk team.</li> <li>Hold meeting between CDP and CQuest help desk teams to initiate knowledge sharing on processes and procedures.</li> </ul>   |
| 3    | <ul style="list-style-type: none"> <li>Hold the onsite kickoff meeting.</li> <li>Provide access to CQuest's ticket tracking system so that CDP can review all tickets.</li> <li>Shadow CQuest help desk on support calls and ticket monitoring.</li> <li>Continue knowledge sharing sessions focused on MSC processes and procedures.</li> </ul>   |
| 4    | <ul style="list-style-type: none"> <li>Continue to shadow CQuest help desk.</li> <li>Provide CDP help desk access to CDP MSC test environments for self-training on the MSC systems.</li> <li>Continue knowledge transfers sessions, focusing on known issues, workarounds, and common support tickets and resolutions.</li> <li>Initiate converting ITCA support tickets from the CQuest ticket system to CDP's Elementool ticketing system.</li> </ul> |
| 5    | <ul style="list-style-type: none"> <li>Transition ITCA help desk support to CDP, continue shadowing CQuest for all other state agencies.</li> <li>Continue knowledge transfers sessions, focusing on known issues, workarounds, and</li> </ul>   |

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| Week  | Activity   |
|-------|--|
|       | <ul style="list-style-type: none"> <li>common support tickets and resolutions.</li> <li>Initiate converting Hawaii support tickets from the CQuest ticket system to CDP's Elementool ticketing system.</li> </ul>  |
| 6     | <ul style="list-style-type: none"> <li>Continue with CDP as ITCA Lead support; shadow CQuest on all other state agencies.</li> <li>Continue knowledge transfers sessions, focusing on known issues, workarounds, and common support tickets and resolutions.</li> </ul>  |
| 7     | <ul style="list-style-type: none"> <li>Transition CDP to lead support for ITCA and Hawaii; shadow CQuest on all other state agencies.</li> <li>Continue knowledge transfers sessions, focusing on known issues, workarounds, and common support tickets and resolutions.</li> <li>Initiate converting New Hampshire support tickets from the CQuest ticket system to CDP's Elementool ticketing system.</li> </ul> |
| 8     | <ul style="list-style-type: none"> <li>Continue with CDP as lead support for ITCA, Hawaii, and New Hampshire; shadow CQuest for Kansas.</li> <li>Continue knowledge transfers sessions, focusing on known issues, workarounds, and common support tickets and resolutions.</li> <li>Initiate converting Kansas support tickets from the CQuest ticket system to CDP's Elementool ticketing system.</li> </ul>      |
| 9     | <ul style="list-style-type: none"> <li>Transition CDP to take lead on Kansas support; CDP will be the primary support for all state agencies; CQuest will shadow.</li> </ul>   |
| 10-13 | <ul style="list-style-type: none"> <li>Continue acting as lead support for all MSC state agencies; CQuest shadows.</li> </ul>  |

3.4 Table 4 - High-level Hardware Support Transition Activities

| Week | Activity   |
|------|--|
| 1    | <ul style="list-style-type: none"> <li>Hold introductory meeting.</li> <li>Finalize and approve the Transition In Plan and schedule with MSC and CQuest.</li> <li>Finalize and approve milestones and deliverables.</li> <li>Determine the appropriate approach to track progress of transition in activities.</li> <li>Procure all internal development and test equipment and peripheral devices.</li> </ul> |
| 2    | <ul style="list-style-type: none"> <li>Demonstrate the MSC system to CDP.</li> <li>Conduct meeting between CDP and CQuest's hardware support teams to begin knowledge share on processes and procedures.</li> </ul>  |
| 3    | <ul style="list-style-type: none"> <li>Hold the onsite kickoff meeting.</li> <li>Provide access to CQuest's ticket tracking system so that CDP can review all tickets.</li> <li>Shadow CQuest help desk on hardware support calls and ticket monitoring.</li> <li>Continue knowledge sharing sessions focused on MSC processes and procedures.</li> </ul>  |
| 4-6  | <ul style="list-style-type: none"> <li>Continue to shadow CQuest hardware support team.</li> <li>Continue knowledge transfers sessions, focusing on common issues that occur and their resolutions.</li> <li>Continue knowledge transfer sessions, focusing on known issues, workarounds and common support tickets and resolutions.</li> </ul>  |
| 7    | <ul style="list-style-type: none"> <li>Transition lead support for New Hampshire's hardware support to CDP; CQuest will shadow.</li> </ul>   |
| 8-13 | <ul style="list-style-type: none"> <li>Continue as primary support for New Hampshire hardware support; CQuest will shadow.</li> </ul>  |

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3.5 Table 5 - High-level SEBTC System Transition Activities

| Week | Activity  |
|------|---|
| 1    | <ul style="list-style-type: none"> <li>• Hold introductory meeting.</li> <li>• Finalize and approve the Transition In Plan and schedule with MSC and CQuest.</li> <li>• Finalize and approve milestones and deliverables.</li> <li>• Determine the appropriate approach to track progress of transition activities.</li> <li>• Procure all internal development and test equipment and peripheral devices!</li> </ul>   |
| 2    | <ul style="list-style-type: none"> <li>• Demonstrates the SEBTC system to CDP.</li> <li>• Meet with ITCA's data center team to discuss deployment strategy and processes.</li> <li>• Obtain access to current ticket tracking system to review all tickets.</li> <li>• Partner with CQuest on all SEBTC activity.</li> <li>• Initiate knowledge sharing sessions focusing on system architecture and design.</li> </ul> |
| 3    | <ul style="list-style-type: none"> <li>• Hold onsite kickoff meeting.</li> <li>• Continue all SEBTC activity partnered with CQuest.</li> <li>• Continue knowledge sharing sessions and code walkthroughs.</li> <li>• Obtain source code and install in CDP's DevOps.</li> </ul>   |
| 4    | <ul style="list-style-type: none"> <li>• Continue all SEBTC activity partnered with CQuest.</li> <li>• Continue knowledge transfers sessions and code walkthrough; add the build and deployment processes.</li> </ul>   |
| 5    | <ul style="list-style-type: none"> <li>• Continue all SEBTC activity partnered with CQuest.</li> <li>• Continue knowledge transfers sessions, code walkthrough, and build and deployment processes.</li> <li>• Build and deploy the SEBTC system to CDP test environments.</li> </ul>   |
| 9-13 | <ul style="list-style-type: none"> <li>• Transition to CDP as lead on all SEBTC activities including support and status reports; CQuest will shadow.</li> </ul>   |

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4. Deliverable Review and Acceptance

4.1 Non-Software and Written Deliverables Review and Acceptance

See Release Management Exhibit C - 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 C: 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.

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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

[scott.pralle@cdpchs.com](mailto:scott.pralle@cdpchs.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@cdpchs.com](mailto:scott.hilboldt@cdpchs.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.

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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  | ODP, Executive Management Committee                              | Part-Time: 5                 |
| 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 Analysis / Help Desk Level 2  | Lead BA / Product Owner<br>Business Analyst                      | Full-Time: 1<br>Full-Time: 4 |
| Developer  | Technical Lead<br>Developer                                      | Full-Time: 1<br>Full-Time: 4 |
| Quality Assurance  | Director of Quality Assurance<br>Quality Assurance Engineer      | Part-Time: 1<br>Full-Time: 2 |
| Technical Writer   | Technical Documentation Specialist                               | Part-Time: 1                 |
| Network Operations   | Network Administrator<br>Database Administrator                  | Part-Time: 1<br>Part-Time: 1 |
| Help Desk  | Help Desk Manager<br>Level 1 Help Desk                           | Part-Time: 1<br>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

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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

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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-off;
- 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, Tiered Food Package

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- 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 Department's 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



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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<br>NH-EASY |
| All           | VisualCron Reporting<br>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.

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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           | X                 |
|               | 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**

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S

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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 |
| 15673 | 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 |

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|       |            |  |     |        |
|-------|------------|--|-----|--------|
| 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) | <ul style="list-style-type: none"> <li>Entire production system inoperable, unavailable, or inaccessible</li> <li>Multiple clinics inoperable or unable to access the system</li> <li>Critical processes are disrupted, and work must stop</li> <li>Major application functions not working</li> </ul> | <ul style="list-style-type: none"> <li>Unable to access MIS</li> <li>Unable to certify clients</li> <li>Unable to issue cards or benefits</li> <li>MIS not sending/receiving messaging to/from EBT processor</li> <li>Vendors unable/not authorized</li> </ul> | <ul style="list-style-type: none"> <li>System functional through a database adjustment or other non-code related fix within 2 hours</li> <li>MSC expects a full Defect Impact Analysis and report within 2 weeks</li> <li>Resolution of any non-code related fix is</li> </ul> |

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|               |   |   |  |
|---------------|---|---|--|
|               |   |   | <ul style="list-style-type: none"> <li>Implemented as soon as possible within 2 hours.</li> <li>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.</li> </ul>  |
| High<br>(2)   | <ul style="list-style-type: none"> <li>One clinic or staff person unable to access system</li> <li>State level application inaccessible or inoperable</li> <li>Key state level functions not operating</li> </ul> | <ul style="list-style-type: none"> <li>Staff person unable to access system</li> <li>Vendor Management or other application is down</li> <li>Database issue</li> <li>Not to Exceed amount not calculating</li> <li>Approved Food List not being sent</li> <li>Unable to add or Disqualify a vendor</li> </ul> | <ul style="list-style-type: none"> <li>System functional through a database adjustment or other non-code related fix within 4 hours.</li> <li>MSC expects a full Defect Impact Analysis and report within 2 weeks.</li> <li>Resolution of any code related defects will be implemented in the next release.</li> </ul>   |
| Medium<br>(3) | <ul style="list-style-type: none"> <li>Application not working correctly but able to serve client or use work around</li> <li>Minor functional problem with little impact on processes</li> </ul>                 | <ul style="list-style-type: none"> <li>Log in issues for staff</li> <li>One function of an application not working</li> </ul>   | <ul style="list-style-type: none"> <li>System functional through a database adjustment or other non-code related fix within 48 hours.</li> <li>MSC expects a full Defect Impact Analysis and report within 3 weeks.</li> <li>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&amp;E Contractor capacity issues the M&amp;E Contractor may submit a request for deferral.</li> </ul> |

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|         |   |   |  |
|---------|---|---|--|
| Low (4) | <ul style="list-style-type: none"> <li>• General software functionality or design question</li> <li>• Documentation correction</li> <li>• Cosmetic issue</li> </ul> | <ul style="list-style-type: none"> <li>• Asking how functionality works</li> <li>• Reporting a discrepancy in documentation vs functionality</li> <li>• Misspelling, screen layout</li> </ul> | <ul style="list-style-type: none"> <li>• MSC expects a full Defect Impact Analysis and report within 4 weeks.</li> <li>• 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&amp;E Contractor capacity issues, the M&amp;E Contractor may submit a request for deferral.</li> </ul> |
|---------|---|---|--|

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.

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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 expeditiously, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

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**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.

*Reminder of this page intentionally left blank*



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**EXHIBIT C - PRICE AND PAYMENT SCHEDULE**

**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 1.3: 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@dhs.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>

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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.



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**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 |



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**EXHIBIT D - SOFTWARE AGREEMENT**

**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.

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EXHIBIT D - SOFTWARE AGREEMENT

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

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 (16) 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.

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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.

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Contractor Initials: \_\_\_\_\_  
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**  
**EXHIBIT E - ADMINISTRATIVE SERVICES**

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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.

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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.

*Remainder of this page intentionally left blank*

STATE OF NEW HAMPSHIRE  
Department of Health and Human Services  
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EXHIBIT F - TERMS AND DEFINITIONS

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. |



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**Department of Health and Human Services**  
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**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.  |



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**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. |

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**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.   |

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 Contractor Initials: \_\_\_\_\_  
 Date: 4/18/2022

STATE OF NEW HAMPSHIRE  
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EXHIBIT E - 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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Department of Health and Human Services  
WIC Management Information System (MIS) - Multi-State Consortium  
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**EXHIBIT G - ATTACHMENTS AND CONTRACTOR CERTIFICATES**

**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

*Remainder of this page intentionally left blank*

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Contractor Initials: \_\_\_\_\_

Date: 7/18/2022



**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.

Exhibit G

Contractor Initials

S

Certification of Compliance with Requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections

Exhibit G Attachment 1 - Agency Compliance Documents



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:

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

Exhibit G:

Contractor Initials

SP

Certification of Compliance with requirements pertaining to Federal Non-discrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections.



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

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.

4/18/2022  
Date

Vendor Name:

Decisigned by:

Scott Pralle

Name: Scott Pralle

Title: VP Business Dev.

Vendor Initials

S

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:

- 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).
- 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-1.)
- 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.

4/18/2022

Date

Vendor Name:

DocuSigned by:

Scott Pralle

Name: SCOTT Pralle

Title: VP, Business Dev.

03  
S

Vendor Initials

4/18/2022

Date

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

New Hampshire Department of Health and Human Services  
Exhibit F



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

- 10. Except for transactions authorized under paragraph 8 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 (1)(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

Digitally signed by:

Scott Pralle

Name: SCOTT Pralle

Title: VP, Business Dev.

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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.

4/18/2022

Date

Contractor Name:

Designated by:

Scott Pralle

Name: Scott Pralle

Title: vpi business dev

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, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I

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

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

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

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Exhibit I

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

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

(3) Obligations and Activities of Business Associate

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed;
- o The extent to which the risk to the protected health information has been mitigated.

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

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

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

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (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

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New Hampshire Department of Health and Human Services



Exhibit I

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

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.

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.

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.

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.

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.

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.

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

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Exhibit I

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

f. Survival: Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services

The State of

Patricia M. Tilley

Signature of Authorized Representative

Patricia M. Tilley

Name of Authorized Representative

Director

Title of Authorized Representative

4/18/2022

Date

Custom Data Processing, Inc.

Name of the Contractor

Scott Pralle

Signature of Authorized Representative

Scott Pralle

Name of Authorized Representative

VP, Business Dev.

Title of Authorized Representative

4/18/2022

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 (OUNS #)
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:

4/18/2022

Date:

DocuSigned by:

Scott Pralle

Name: Scott Pralle

Title: VP, Business Dev.

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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?

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: _____ |

Contractor Initials: S  
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 (RFI), 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

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

**Exhibit K**

**DHHS Information Security Requirements**



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

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

**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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

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

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

III: RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A.1 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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion detection and firewall protection.

- 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

- 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.
- 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.
- 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:

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will 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 Department's 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

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Exhibit K



DHHS Information Security Requirements

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- 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

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Exhibit G Attachment 1 - Agency Compliance Documents

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Exhibit G: Attachment 2

| Area               | Req #  | Category                                   | Description  | Response | Delivery Method |
|--------------------|--------|--|--|----------|-----------------|
| Operations         | \$1.01 | 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:<br>(A) Provide equipment and/or licenses required to run third party software in M&E Contractor's test environments<br>(B) Install, configure and test third-party software patches in M&E Contractor's test environments<br>(C) Advise necessary updates and releases available to MISC members supporting their own hosting environment for testing and deployment<br>For MISC State Agencies that have the application in their own data center, the Contractor shall coordinate with State Agency IT resources to ensure this maintenance is completed  |          | Standard        |
| Operations         | \$1.02 | Research Activities                        | Conduct research on issues brought up by the MISC pertaining to application processing, technical System documentation such as the DFDDs, OTSD, online help, Operations Manual(s), data map, etc.  | Y        | Standard        |
| Operations         | \$1.03 | Licenses                                   | Monitor the licenses 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 MISC when licenses become out of date.<br>The M&E Contractor will be responsible for procuring and maintaining any (unused) licenses within its environment necessary to provide services<br>The Contractor shall advise the MISC of any announced major system software versions releases (i.e., Windows, SO, etc.) which would have major impacts on the application. | Y        | Standard        |
| System Maintenance | \$2.01 | Reliability                                | Provide a reliable System with 99% or better System availability outside of scheduled maintenance windows. 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 | \$2.02 | System Upgrades                            | Maintain all System components necessary for the three (3) most current releases of the application to the MISC State Agencies can elect to install a release into production as they deem appropriate   | Y        | Standard        |
| System Maintenance | 3.03   | Annual Recommendations Report              | On an annual basis or as directed by the MISC, assess the System and operations environment (hardware and non-hardware), 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 | \$2.04 | Site Visits                                | Support the State Agencies and/or FMS site visits to M&E Contractor's development and/or data center site(s), which can occur at any one after providing 24 hours' advance notice.   | Y        | Standard        |
| System Maintenance | \$2.05 | WIC System Interfaces                      | The Contractor shall maintain the online and batch interfaces with the WIC Service Provider for the production and UAT environments  | Y        | Standard        |
| System Defects     | \$3.01 | Maintain System                            | Be responsible for resolving issues to maintain a fully functioning WIC MISC application   | Y        | Standard        |
| System Defects     | \$3.02 | Defect Resolution Delivery                 | MISC Defect Priority Levels:<br>The Contractor shall work directly with individual MISC State Agencies when dealing with state-specific production issues. It is expected that all System defects will be minimized in the Defect Reporting Tool (Requirement 1.03) and  | Y        | Standard        |

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|----------------|-------|------------------------|---|---|----------|
| System Defects | §3.03 | Defect Reporting Tool  | <p>Provide software tools and procedures to manage and report on all defects. Defects shall be logged in detail to include steps to recreate, assigned for impact, prioritized and scheduled for resolution and deployment. The defect reporting system must meet the following requirements:</p> <ul style="list-style-type: none"> <li>1) Allow both M&amp;E Contractor and MSC to view, update, and add defect information.</li> <li>2) The tool must be searchable, and provide of his reporting on the following data elements:             <ul style="list-style-type: none"> <li>- Reporting State</li> <li>- Reporting Person</li> <li>- Priority</li> <li>- Release defect was found in</li> <li>- Assigned to</li> <li>- History of defects</li> <li>- Release defect resolution was provided in</li> <li>- Release defect was resolved in</li> <li>- Timestamps for status changes and communication</li> <li>- Date defect was closed</li> <li>- Source of defect</li> </ul> </li> </ul> <p>The user must be able to export to XLS if there is no on line reporting on some elements.</p> | Y | Standard |
| System Defects | §3.04 | Data Correction        | <p>Perform production data correction for MSC State Agencies as needed for data lakes where it is not possible or practical for the MSC State Agencies to correct, such as correcting corrupted/non-eligible 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.</p>   | Y | Standard |
| System Defects | §3.05 | Defect Workarounds     | <p>Provide temporary operational solutions for use in the field by a milestone:<br/>         1) Mitigating the impact of known software errors while an acceptable fix is identified, developed, tested, and implemented<br/>         2) Providing testing and/or troubleshooting in an M&amp;E Contractor replicated State Agency System environment(s) as needed, to replicate scenario-specific defects</p>  | Y | Standard |
| System Defects | §3.06 | Defect Resolution      | <p>Provide resolutions for defects according to their MSC State Agency assigned priority:<br/>         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&amp;E Contractor Capacity Issues, the M&amp;E Contractor may submit a request for deferral. This request must occur with sufficient time for MSC decisions regarding defect priorities to be notified, 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.</p>  | Y | Standard |
| System Defects | §3.07 | Defect Impact Analysis | <p>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:<br/>         1) Identification of the component(s) in need of correction and any risks associated with its resolution.<br/>         2) 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).<br/>         3) Recommendations for defect impacting, if needed.<br/>         4) When multiple repair options exist, identification of those options, and a recommended approach with justification.<br/>         5) Impact of not repairing the defect.</p>  | Y | Standard |
| System Defects | §3.08 | Internal Defects       | <p>Log and resolve defects identified during Internal and Quality Assurance (QA) testing prior to release delivery.</p>   | Y | Standard |
| System Defects | §3.09 | UAT Defects            | <p>Log and resolve defects identified by the State during User Acceptance Testing (UAT) prior to production implementation according to the resolution requirements in MSC Defect Priority Level(s) listing.</p>  | Y | Standard |
| System Testing | §4.01 | System Testing         | <p>Be responsible for fully testing all changes to the System defined 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 periodically measure their performance in this area of the development life cycle and make adjustments as necessary to continually strive for error free software.</p>   | Y | Standard |
| System Testing | §4.02 | Additional Testing     | <p>Provide additional System testing of enhancements as required by the MSC in the event test results are inconclusive or determined to be insufficient.</p>  | Y | Standard |

Exhibit G: Attachment 2

|                      |        |                         |   |   |          |
|----------------------|--------|-------------------------|---|---|----------|
| System Testing       | \$4.03 | Testing Scope           | Perform the following testing prior to any release being delivered to the MSC:<br><ul style="list-style-type: none"> <li>Q Updating the requirements traceability matrix with testing results</li> <li>Q Classifying issues with defined defect priority levels</li> <li>Q End to end testing</li> <li>Q Functional testing</li> <li>Q System/Integration testing</li> <li>Q Regression testing that includes, but is not limited to, the scenarios listed in Regression Tests listing.</li> </ul>  | Y | Standard |
| System Testing       | \$4.04 | 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 stability 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       | \$4.05 | Testing Time Zones      | Be responsible for testing all changes within each MSC State Agency time zone to ensure all changes function across all MSC State Agency time zones appropriately. The Contractor shall include test scripts 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       | \$4.06 | Security Testing        | Perform security testing, including but not limited to:<br><ul style="list-style-type: none"> <li>Q Identification and authorization</li> <li>Q Access control</li> <li>Q Encryption</li> <li>Q Intrusion detection</li> <li>Q Verification features</li> <li>Q Digital signature</li> <li>Q User management feature</li> <li>Q Role/privilege management</li> <li>Q Audit trail capture and analysis</li> </ul>  | Y | Standard |
| System Response Time | \$5.01 | 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 | \$5.02 | Window Processing       | Configure the application so that data downloaded to the workstation is minimized to provide a good user experience.  | Y | Standard |
| Release Management   | \$6.01 | Release Management Plan | One SBHTC MIS Release is expected in February/March timeframe but this not expected to be a major release.  | Y | Standard |
| Release Management   | \$6.02 | Release Frequency       | Deliver two (2) MIS 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 established change requests.  | Y | Standard |
| Release Management   | \$6.03 | 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 Director (or designee).   | Y | Standard |
| Release Management   | \$6.04 | Release Support         | Support up to three (3) MIS 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 environments at different times.   | Y | Standard |
| Release Management   | \$6.05 | Emergency Releases      | Provide emergency fixes according to the resolution requirements in MSC Defect Priority Levels listing.   | Y | Standard |

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|----------|--|--|------------------------|-------|--------------------|
| Standard |  | <p>Provide updated system documentation prior to each release, as a minimum this includes:</p> <ul style="list-style-type: none"> <li>• A complete list of system changes</li> <li>• Any system modifications, hardware change orders, that have occurred</li> <li>• Any emergency patches or off-hours releases that have been applied</li> <li>• Any emergency patches or off-hours releases that have been applied</li> <li>• Release notes that will be presented and reviewed for approval, approval, and testing by a second party for every release</li> </ul> <p>All updated documentation is subject to the approval of the MIS prior to being accepted</p> | Release Documentation  | 56.10 | Release Management |
| Standard |  | <p>Provide updated system documentation prior to each release, as a minimum this includes:</p> <ul style="list-style-type: none"> <li>• A complete list of system changes</li> <li>• Any system modifications, hardware change orders, that have occurred</li> <li>• Any emergency patches or off-hours releases that have been applied</li> <li>• Any emergency patches or off-hours releases that have been applied</li> <li>• Release notes that will be presented and reviewed for approval, approval, and testing by a second party for every release</li> </ul> <p>All updated documentation is subject to the approval of the MIS prior to being accepted</p> | Release Notes          | 56.09 | Release Management |
| Standard |  | <p>Provide updated system documentation prior to each release, as a minimum this includes:</p> <ul style="list-style-type: none"> <li>• A complete list of system changes</li> <li>• Any system modifications, hardware change orders, that have occurred</li> <li>• Any emergency patches or off-hours releases that have been applied</li> <li>• Any emergency patches or off-hours releases that have been applied</li> <li>• Release notes that will be presented and reviewed for approval, approval, and testing by a second party for every release</li> </ul> <p>All updated documentation is subject to the approval of the MIS prior to being accepted</p> | Off-Cycle Release      | 56.08 | Release Management |
| Standard |  | <p>Provide updated system documentation prior to each release, as a minimum this includes:</p> <ul style="list-style-type: none"> <li>• A complete list of system changes</li> <li>• Any system modifications, hardware change orders, that have occurred</li> <li>• Any emergency patches or off-hours releases that have been applied</li> <li>• Any emergency patches or off-hours releases that have been applied</li> <li>• Release notes that will be presented and reviewed for approval, approval, and testing by a second party for every release</li> </ul> <p>All updated documentation is subject to the approval of the MIS prior to being accepted</p> | Release Quality        | 56.07 | Release Management |
| Standard |  | <p>Provide updated system documentation prior to each release, as a minimum this includes:</p> <ul style="list-style-type: none"> <li>• A complete list of system changes</li> <li>• Any system modifications, hardware change orders, that have occurred</li> <li>• Any emergency patches or off-hours releases that have been applied</li> <li>• Any emergency patches or off-hours releases that have been applied</li> <li>• Release notes that will be presented and reviewed for approval, approval, and testing by a second party for every release</li> </ul> <p>All updated documentation is subject to the approval of the MIS prior to being accepted</p> | Corrective Action Plan | 56.06 | Release Management |

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| Release Management  | 56.11 | 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:<br>(1) Integration, System, security, regression and QA test steps with outcomes on each State Agency system.<br>(2) A list of approved documentation updates.<br>(3) Validation that a representative sample of reports and System outputs worked as expected.<br>(4) Validation that disconnected and synchronization tests were successful.<br>(5) Validation that user card setup, issuances, replacements, and card replacements worked as expected.<br>(6) A list of deferred defects and their priority that are not included in the release.<br>Validation that the minimum release requirements has been met. | Y | Standard |
| Release Management  | 56.12 | Release Documentation Timeline | Provide all release documentation six (6) weeks prior to the start of UAT for State Agency review.<br>Coordinate with the MSC Project Manager (PM) to address deficiencies in the documentation.<br>Provide a final version of release documentation two (2) weeks prior to UAT.   | Y | Standard |
| Release Management  | 56.13 | Installation Support           | Provide resources to support pre-deployment release issues. This support shall be provided, as needed, by phone, or email. Services shall include:<br>(1) A means for MSC State Agencies to perform automated software installation for each release as desired.<br>(2) Installing MSC software within the State Agency environment, including updates and future releases as requested.<br>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  | 56.14 | 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  | 56.15 | 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:<br>(1) Final release content.<br>(2) State Agency testing results.<br>(3) Existing defects tested and whether they passed or failed.<br>(4) New defects reported by priority.<br>(5) Status of new defects.   | Y | Standard |
| Release Management  | 56.16 | Minimum Release Requirements   | Verify the following with each release:<br>(1) Release notes have been provided and approved.<br>(2) Release Certification has been provided and approved.<br>(3) Updated release documentation has been provided and approved.<br>(4) All enhanced 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.<br>(5) Defect resolutions meet all resolution requirements in MSC Defect Priority Levels Listing.  | Y | Standard |
| Release Management  | 56.17 | 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 SLR.   | Y | Standard |
| Release Management  | 56.18 | 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 M&E Director approves the reversion.  | Y | Standard |
| Release Management  | 56.19 | Code Delivery                  | Deliver a copy of the release code to the lead State Agency upon approval of the release.  | Y | Standard |
| Release Management  | 56.20 | UAT Defects                    | Deliver resolution of defects according to the response timelines outlined in MSC Defect Priority Levels.  | Y | Standard |
| Release Management  | 56.21 | 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 | 57.01 | 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 requirements.  | Y | Standard |
| System Enhancements | 57.02 | Adhere to the CMP              | Follow the MSC CMP for all software changes.   | Y | Standard |

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Exhibit G: Attachment 2

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| System Enhancements | \$7.03 | Enhancements Timeline                      | <p>Develop a schedule for all System enhancement work that allows sufficient time for MSC reviews and approvals at each enhancement milestone. Milestones include:</p> <ul style="list-style-type: none"> <li>1 Requirements Definition, completed with approval of a Requirements Traceability Matrix</li> <li>2 Design, completed with the approval of the MSC for all updated System documentation</li> <li>3 Development, deployment of the code to SA test environments</li> <li>4 Implementation, completed with the approval of the release and promotion of the release to a production environment</li> </ul> <p>In the event these phases are iterative, the M&amp;E Contractor must not allow for MSC review and approval of design and development decisions prior to completion.</p>  | Standard |
| System Enhancements | \$7.04 | Initial Estimate                           | <p>Provide high-level, non-binding estimates for proposed changes within 30 calendar days of request by the MSC.</p>   | Standard |
| System Enhancements | \$7.05 | Planning/Bidding Estimates                 | <p>Provide binding estimates within 90 calendar days after a request from the MSC. Estimates shall describe any plan to use a third-party library, open source software, or other licensed or public domain software within the MSC software. Bidding estimates must include:</p> <ul style="list-style-type: none"> <li>1 A complete list of requirements</li> <li>2 A high-level development approach to meeting those requirements</li> <li>3 Organized System components</li> <li>4 All of the M&amp;E Contractor's requirements (deliverables, milestones, and invoices)</li> <li>5 All the applicable MSC requirements such as review periods for deliverables, schedule of staff participation in System review/design confirmation sessions, design documentation work through, UAT, pricing, rollout, and transition and closure</li> <li>6 Hours by resource type</li> <li>7 Rates by resource type</li> <li>8 Cost by payment milestones such as RTM approval, design documentation approval, delivery of source code for UAT, approval of release by MSC.</li> </ul> <p>The MSC retains the right to require the M&amp;E Contractor to provide alternative solutions, if additional contracts with third party providers are required with the chosen solution.</p>  | Standard |
| System Enhancement  | \$7.06 | Change Request Components                  | <p>Provide the following for inclusion in a change request in the system 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.</p> <ul style="list-style-type: none"> <li>1 Total person hours to be expended by personnel classification, if applicable</li> <li>2 Desired results to be achieved</li> <li>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</li> <li>4 Previous, mutually agreed to, cost to the MSC or the requesting WIC Program</li> <li>5 Work plan or its reference to be followed during the change request performance</li> <li>6 Payment schedule or its reference applicable to each Deliverable or Service</li> <li>7 Precise and specific criteria for acceptance of Deliverables and Services</li> <li>8 Approval signature line(s) and date signed by the M&amp;E Contractor, the MSC PM (or designee) and/or WIC Program Director, authorizing work</li> </ul> <p>A line provided for each Program's signature to indicate a precise acknowledgment, verifying that no terms regarding acceptance criteria, cost, time for performance, cost to the MSC or requesting WIC Program, cost Services, and Deliverables, nor the work plan may be changed or altered in any way without the agreement of all signatories to the change request.</p> | Standard |
| System Enhancements | \$7.07 | Facilitate Requirements Gathering Sessions | <p>Under an enhancement change request, the Contractor shall facilitate, document, and lead System Design Validation sessions and track and record all design decisions.</p> <p>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.</p> <p>The Contractor shall follow the MSC CMP for all software changes. Requirements shall be gathered and recorded by the M&amp;E Contractor and validated for all software changes as stated in the CMP.</p>  | Standard |
| System Enhancements | \$7.08 | Requirements Traceability Matrix           | <p>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&amp;E Contractor, the RTM must include references to those test cases.</p>   | Standard |
| System Enhancements | \$7.09 | Periodic Reviews                           | <p>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&amp;E Contractor may require a contract amendment.</p>  | Standard |

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Exhibit G: Attachment 2

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| System Enhancements | 57.10 | Test Case Development     | If test cases/scripts are required as part of an enhancement, facilitate test cases/scripts review sessions prior to scheduled UAT.<br>1) Test cases shall correlate to 100% of the change request System requirements and be fully traceable to the requirements.<br>2) The Contractor shall make test cases and test scripts available for MSC review and approval prior to UAT.<br>The Contractor shall resolve any open issues/questions resulting from such review and make additions and/or adjustments to test cases/scripts as necessary.   | Y | Standard |
| System Enhancements | 57.11 | FNS Regulations           | In the event FNS regulations are modified and require a System change, the Contractor shall work with the AISC to implement changes by the prescribed deadline.   | Y | Standard |
| System Enhancements | 57.12 | Internal I/V              | Ensure that the development or maintenance of software is independently verified and validated using a methodology determined appropriate by MSC.<br>SA: All software and hardware shall be free of malicious code.   | Y | Standard |
| System Enhancements | 57.13 | Enhancement Hours         | Provide up to 1250 hours of design and development annually toward System enhancements. These hours will be used as directed by the AISC to provide enhancement services and involved on a time and materials basis in addition to the maintenance services required by this Scope of Work. These hours are limited on a time and materials basis in addition to the maintenance services. However, all project enhancements outside the maintenance scope will require a change request and AISC approval to initiate the project. No hours may be expended on enhancements without prior written approval from the AISC. Enhancements above the 1250 enhancement hours are implemented through a request amendment after a change request is approved by the AISC.  | Y | Standard |
| System Training     | 58.01 | 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:<br>1) Kickoff Meeting<br>2) System Administrator Training<br>3) Help Desk Staff Training<br>4) State Agency Program Staff Training<br>5) Central Site Online Operations Training<br>6) On-job self-directional training shall be repeatable (e.g., recorded webinars)<br>7) Training material for new System enhancements and new State Office and/or local clinic staff.  | Y | Standard |
| System Training     | 58.02 | Facilitated Demonstration | The M&IT 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 AISC.  | Y | Standard |
| System Training     | 58.03 | 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 audience for each, provide a description of training material, 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.<br>The Contractor shall include the overall training schedule including number of hours/days and preliminary agendas for the training and include an overview of staff and resources to be employed in the training including workbooks, handouts, evaluative materials, and a training system if employed.<br>The Contractor shall include objective evaluation of student proficiency to the plan in order to support training review and enhancement where necessary and identify trainers requiring remedial instruction and support. | Y | Standard |
| System Security     | 59.01 | 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 enforce authentication credentials or sensitive data in its code.   | Y | Standard |
| System Security     | 59.02 | Security Access           | Authenticate 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     | 59.03 | 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 | \$9.04 | Security Plan                            | <p>Work with State IT staff to develop a Security Plan in accordance with each state's requirements.</p> <p>The Security Plan shall include processes and procedures for maintaining:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Hardware</li> <li><input type="checkbox"/> Software</li> <li><input type="checkbox"/> Data safety</li> <li><input type="checkbox"/> Data integrity</li> </ul> <p>During all phases of implementation and operation.</p> <p>Each State's Security Plan shall:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Include a process for ongoing security assessments and review.</li> <li><input type="checkbox"/> Describe processes and procedures for preventing access to data by unauthorized persons.</li> <li><input type="checkbox"/> Describe in detail data encryption standards.</li> </ul> <p>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 TIC, and WUMEL.</p> | Y | Standard |
| System Security | \$9.05 | Security Management Strategy             | <p>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.</p>  | Y | Standard |
| System Security | \$9.06 | Audit Security Activities                | <p>The application shall log all activities in 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.</p> <p>The application shall log all activities in 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.</p>   | Y | Standard |
| System Security | \$9.07 | OWASP Requirements                       | <p>Contractor product teams include security best practices as part of each team's coding standards. Contractor will maintain the security standards of the MIS, system utilizing security best practices and will ensure that all release testing includes validation against the OWASP top ten best practices.</p> <p>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 Contractor will continuously apply best practices in the ever-changing world of cyber security. Contractor will work with the MIS/CCD to provide input on changing security best practices and standards over time.</p>  | Y | Standard |
| System Security | \$9.08 | Data Protection Impact Assessment (DPIA) | <p>Contractor to provide to the Department, in accordance with DHHS Information Security Requirements.</p>  | Y | Standard |
| System Security | \$9.09 | Systems Security Plan (SSP)              | <p>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 delineate responsibilities and expected behavior of all individuals who access the system.</p>  | Y | Standard |
| System Security | \$9.10 | Disaster Recovery Plan (DRP)             | <p>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.</p>   | Y | Standard |
| System Security | \$9.11 | Security Risk Assessment (SRA)           | <p>If PR is part of the Contract, the SRA shall include a Privacy Impact Assessment (PIA).</p>  | Y | Standard |
| System Security | \$9.12 | Security Authorization Package           | <p>Contractor to provide to the Department, in accordance with DHHS Information Security Requirements.</p>  | Y | Standard |

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Exhibit G: Attachment 2

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| Help Desk | \$10.01 | 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 | \$10.02 | 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 | \$10.03 | Issue Resolution            | Provide a resolution of any question or problem associated with the System including hardware, application software, operating systems 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 | \$10.04 | Help Desk Software          | Provide an issue tracking system to support prompt diagnosis, tracking and resolution of problems.  | Y | Standard |
| Help Desk | \$10.05 | 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 | \$10.06 | Help Desk Log               | Maintain a log of all incoming phone, email, voicemail contacts from users and document the support provided to users, timeframe until resolution, and defect ID if a defect is identified.   | Y | Standard |
| Help Desk | \$10.07 | 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 10 minutes.   | Y | Standard |
| Help Desk | \$10.08 | Non-Critical Response Times | All Help Desk communications, 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 | \$10.09 | 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 | \$10.10 | 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 | \$10.11 | 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 | \$10.13 | 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 | \$11.01 | 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 reports to all MSC members. | Y | Standard |

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Exhibit G: Attachment 2

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| Reporting            | \$11.02 | Monthly Status Report        | <p>Provide Monthly Status Reports, to be delivered prior to the 7th business day of each month, including the following:</p> <ul style="list-style-type: none"> <li>1) Progress reports for all change requests;</li> <li>2) Work accomplished in the reporting period, including maintenance activities performed;</li> <li>3) Planned work and objectives for the next reporting period;</li> <li>4) Details of System component upgrade recommendations and patch status for the Server and Client System, .NET Framework, OS, SQL Server, SQL Server Express, and other System components that may affect server or client operability to hosted MSC SAs;</li> <li>5) 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 SLAs;</li> <li>6) Defect Summary, with issues tracked by state, category, functional area, status, proposed resolution, and rollout schedule;</li> <li>7) Outstanding decision/information requests, problems, schedule risks, and budget issues;</li> <li>8) Responsibilities for all stakeholders and State Agencies, for the next period;</li> <li>9) M&amp;E Contractor capacity estimates (estimated number of defect hours and enhancement hours against resource availability)</li> <li>10) Project Risk Analysis</li> <li>11) Help Desk statistics, including but not limited to number of requests, issue description, number resolved, average time to resolve or indication of resolution timeframe if the fix is scheduled for a release;</li> <li>12) Security Audit results;</li> <li>13) Staffing changes and allocation.</li> </ul> | Y | Standard |
| Reporting            | \$11.03 | On Demand Monitoring Reports | <p>Issue monitoring activities required as part of this contract are addressed and documented. The MSC PM (or designer) may request a copy of this documentation at any time, which the Contractor shall provide within five (5) business days.</p>   | Y | Standard |
| Reporting            | \$11.04 | Data Extracts                | <p>Perform data extracts and ad hoc queries as requested within five (5) business days. The number of data extracts and ad hoc reports requests can vary month to month for each MSC and agency based on state and USDA reporting requirements. Some work orders may become recurring ad hoc, while others are one-time data extract. If System constraints prevent the M&amp;E Contractor from meeting this schedule, an appropriate timeframe may be requested and approved by the MSC.</p>   | Y | Standard |
| Reporting            | \$11.05 | Organizational Chart         | <p>Provide an Organizational Chart Resource Management Plan describing where work is being allocated to provide visibility to M&amp;E Contractor's resources. This plan shall include resource information, including the resources name, and provide credentials to assistance of qualified workers.<br/>An updated plan shall be delivered within ten (10) days of any organizational or staffing changes that may impact the M&amp;E effort, or upon request by the MSC.</p>   | Y | Standard |
| Reporting            | \$11.06 | Report Accessibility         | <p>Deliver all reports to the MSC as outlined in the reporting requirements below:</p> <ul style="list-style-type: none"> <li>1) Accessible to all MSC stakeholders;</li> <li>2) Versioned using a consistent versioning scheme;</li> <li>3) Delivered in Word or Excel format as appropriate.</li> </ul> <p>The Contractor shall provide e-mail notification to the MSC PM when reports have been posted.</p>  | Y | Standard |
| Reporting            | \$11.07 | Data Analytics Tool          | <p>Provide a method for data visualization that allows State Agencies to extract and aggregate data into dashboard, dynamic and custom reports, and other visualization tools. If licenses are required for State Agencies to use this tool, the M&amp;E Contractor will provide those licenses as part of their data analytics solution.</p>   | Y | Standard |
| System Documentation | \$12.01 | Update System Documents      | <p>Maintain the following documentation, including all changes, and ensure the content reflects the up-to-date processes of the most current approved production version of the System:</p> <ul style="list-style-type: none"> <li>1) Operations Manual</li> <li>2) Data dictionary</li> <li>3) Help files and manuals</li> <li>4) DFD, ITSD, and Data Model updates, including</li> <li>- Detailed descriptions of all user interfaces, screen edits, and database edits</li> <li>- Detailed descriptions of all reports, report definitions, any other System produced outputs, and the System interfaces</li> <li>- Descriptions of all functional specifications for all inputs, processing and outputs.</li> </ul>   | Y | Standard |

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Exhibit G: Attachment 2

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|----------------------|--------|--------------------------------------|--|---|----------|
| System Documentation | §12.02 | 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:<br>- A cross-reference from screen and report fields to Data Dictionary entries<br>- The format or mechanism by which System calculated/generated fields are generated/calculated, a description of the field's purpose, and when the fields are being used in the System. Calculations shall be defined/defined formulas. If a field is generated based on criteria, the criteria shall be defined.<br>- 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 | §12.03 | MSC Approval for System Changes      | Obtain approval on System change documentation prior to beginning System development.<br>In the event work starts prior to approval on the documentation, the MBE Contractor will not be allowed to charge for additional hours required to modify software to conform to documentation.   | Y | Standard |
| System Documentation | §12.04 | State Agency Specific Information    | Include any differences in the documentation resulting from differences in MSC State Agencies within a) documentation. State Agency differences should be recorded in the same manner in each document for consistency.  | Y | Standard |
| System Documentation | §12.05 | 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 | §12.06 | System Document Archives             | Maintain an archive of previously approved documentation by release for reference and historical purposes.   | Y | Standard |
| System Documentation | §12.07 | System Document Delivery and Receipt | Deliver all System documentation to the MSC and to the central documentation repository.<br>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 | §12.08 | Document Quality                     | All System documentation shall undergo an internal MBE 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, in a minimum, correction for grammar and typographical errors but should also include a review for meaning. The Contractor shall supply the names of the reviewer that performed the review.<br>The schedule shall then allow for a MSC review period of no less than ten (10) days.<br>In the event the MSC finds that documentation is deficient in content or in format, the Contractor shall revise the documentation within ten (10) business days.                        | Y | Standard |
| System Documentation | §12.09 | Version Control                      | Control versioning of all documentation which allows readers to easily identify the latest version of a document.<br>All updates to documentation must utilize track changes to allow for efficient review of updates.   | Y | Standard |
| System Documentation | §12.10 | Document Format                      | Deliver all documentation in electronically searchable format, unless otherwise requested.   | Y | Standard |
| Meeting Attendance   | §13.01 | 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 determined by the MSC.  | Y | Standard |
| Meeting Attendance   | §13.02 | Annual Visits                        | Schedule annual on-site visits by the MBE Contractor PM and/or Business Analysts (BA) to each State Agency as requested, with one (1) additional on-site visit as situations warrant.  | Y | Standard |
| Meeting Attendance   | §13.03 | CMP/Design                           | Attend System change meetings as scheduled and facilitate as required.   | Y | Standard |
| Meeting Attendance   | §13.04 | MBE 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 MBE Contractor.   | Y | Standard |
| Meeting Attendance   | §13.05 | MBE Contractor Meetings              | Provide a meeting agenda prior to each meeting and meeting notes summarizing each meeting (in person or virtual) held between the MBE Contractor and the MSC, with the MBE Contractor leading the meeting, throughout the life of the contract. Meeting agendas and notes shall include:<br>- A listing of attendees<br>- A summarization of the discussion of major topics<br>- A report of any decisions made and action items needing follow-up.<br>The meeting notes shall be provided within three (3) business days of the meeting.  | Y | Standard |
| Meeting Attendance   | §13.06 | WIC Director Meetings                | Attend the WIC Director calls, as requested, but at minimum one (1) time per month.  | Y | Standard |
| Meeting Attendance   | §13.07 | PM Meetings                          | Attend Ad hoc calls with the MSC PM, not to exceed once a week.  | Y | Standard |
| Meeting Attendance   | §13.08 | Release Standing Meetings            | Attend standing meetings and participate in working discussions during the UAT time frame.   | Y | Standard |
| Meeting Attendance   | §13.09 | Task Forces                          | Attend and participate in Special Task Forces or Workgroups, as determined by the MSC but not expected to exceed 12 members per year.  | Y | Standard |
| Staffing             | §14.01 | Staffing Requirements                | Furnish the necessary personnel, material, equipment, services, and facilities to perform the work described in this contract.<br>- Adhere to their detailed staffing plan.<br>- Provide qualified personnel to support the requirements of the SOW.<br>- Provide names and resumes of key personnel.  | Y | Standard |

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EXHIBIT G: Attachment 2

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| Staffing  | \$14.02 | PM Responsibilities           | <ul style="list-style-type: none"> <li>Designate a dedicated, full-time PM for the contract who shall:                             <ul style="list-style-type: none"> <li>Attend meetings as required by the MSC;</li> <li>Be responsible for the management and coordination of the overall contract;</li> <li>Act as the central point of contact with the MSC;</li> <li>Hold the authority to represent and commit the M&amp;E Contractor by dealing with the MSC;</li> <li>Assure the quality of the System and associated contract deliverables prior to MSC approval;</li> <li>Ensure the review and approval process is followed in accordance with MSC requirements;</li> <li>Route approved contract documents to the MSC;</li> <li>Escalate issues to the MSC WIC Directors as needed.</li> </ul> </li> </ul> <p>MSC reserves the right to request replacement of the PM and provide input on any replacement PM being considered prior to hiring.</p> | Y | Standard |
| Staffing  | \$14.03 | 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  | \$14.04 | DBA and Network Administrator | For (2) months prior to the contract start, 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 takeover. This on-the-job training period to include a month-end close out process.   | Y | Standard |
| Staffing  | \$14.05 | 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  | \$14.06 | Technical Staff               | Provide Program/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  | \$14.07 | Organizational Chart          | <p>Provide for the following requirements in the event key staff require replacement:</p> <ul style="list-style-type: none"> <li>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.</li> <li>Fill key positions vacated within 60 days of notification with an MSC approved candidate.</li> <li>Replace vacated personnel when requested by the MSC in a timely manner.</li> </ul> <p>Key positions include the primary DBA staff, Quality Assurance Manager, DBA, System Administrator, and the PM.</p>  | Y | Standard |
| Staffing  | \$14.08 | Staffing Allocation           | M&E Contractor's staff identified as full-time for this project shall not be assigned to non-MSC AIS related activities without prior approval from the MSC.   | Y | Standard |
| Staffing  | \$14.09 | Staffing Disclosure           | Any use of the staff proposed within the Offeror response and confirmed during contract execution on project 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  | \$14.10 | Release Deployment Staffing   | Acknowledge that staffing needs may increase with the deployment of a new release, change requests, and other associated work.   | Y | Standard |
| Staffing  | \$14.11 | 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  | \$14.12 | MSC WIC Directors             | The MSC ensures the review, testing and approval process is followed, and routes internally approved contract deliverables to the MSC SAUs and escalates issues to the WIC Directors as needed.  | Y | Standard |
| Standards | \$17.01 | Coding Standards              | Adhere to best practices for development of coding standards and determine how they are 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 | \$17.02 | FNS Requirements              | <ul style="list-style-type: none"> <li>The Contractor shall follow USOAFNS policies and procedures, including O/FNS Handbook 001.</li> <li>WIC Universal MIS - EDT Interface.</li> <li>WIC EDT Operating Rules and Technical Implementation Guide (TIG).</li> </ul>  | Y | Standard |
| Standards | \$17.03 | 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 | \$17.04 | Other Industry Standards      | Provide ongoing compliance demonstration with or alignment to any other industry best practices and standards which may be applicable to 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 | \$17.05 | 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 |

Exhibit G: Attachment 2

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| Standard | Testing Standards    | 151706 | Testing Standards                   | Adhere to industry best practices in the creation of all MISD diagrams requires and defect correction. The MISD Contractor will be able to provide documentation to support their testing practices.  | Standard |
| Standard | Web Based Components | 151707 | Web Based Components                | All development will be in conformance with WC standards.   | Standard |
| Standard | Standards            | 151708 | Testing Standards                   | Use industry best practices, methodologies, and standards such as ISO/IEC 29119 for testing.  | Standard |
| Standard | Standards            | 151709 | Confidentiality                     | The MISD Contractor and have access to private or confidential data contained by State Agencies in the course necessary to carry out its responsibilities under this contract. No private or confidential data gathered, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by written contract during the period of the contract or thereafter. The MISD 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 MISD 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 required by State, will destroy or render it unavailable.  | Standard |
| Standard | Transition in        | 151801 | Meeting                             | <p>1. A transition plan for the MISD Contractor personnel and MISD State Agency personnel who will be involved with the contract. All by personnel should be provided to all relevant MISD, management and security users. The transition plan shall include the MISD and MISD Contractor to address a clear and general understanding of all responsibilities, in an effort to identify and resolve any potential issues.</p> <p>2. The Contractor shall be prepared to discuss any pending clarification and gather information as necessary to support such data, which will be provided to the Contractor that provides a written summary of the MISD Meeting within (15) business days.</p> <p>3. Conducts with the Incident Contractor to perform the following:</p> <ul style="list-style-type: none"> <li>1) Participate in a complete system design and code review.</li> <li>2) Review current defect issues and historical resolution.</li> <li>3) Document all processes and procedures related to defect management processes and procedures during the final handover phase. If updated System Code is not used within the contract period.</li> <li>4) Transition all current and archived System documentation.</li> <li>5) Review current hosting environment, processes and procedures.</li> <li>6) Transfer data as necessary.</li> <li>7) Ask any questions determined necessary to perform all services required. State Agency resources will also attend these meetings.</li> </ul> | Standard |
| Standard | Transition in        | 151802 | Coordinate with Incident Contractor | <p>1) Review and defect issues. The MISD Contractor will be required to coordinate defect issues with the reporting State Agency, in the event that defect issues remain under the time limit provided to the MISD Contractor.</p> <p>2) Conduct defect priority review (Critical, High, Medium, and Low). Although the MISD and Contractor shall collaborate to find a shared understanding of defect priority levels, the MISD will have the final determination of defect priority levels and to be used. The MISD Contractor shall provide for defect definitions and response requirements.</p> <p>3) Conduct MISD Contractor response to each defect category.</p>  | Standard |
| Standard | Transition in        | 151803 | Defect Response                     | Work with MISD during the transition process to agree on and document the transition plan for defect response.  | Standard |
| Standard | Transition in        | 151804 | Defect Response                     | <p>1) Hold meetings, preferably face-to-face, with the existing MISD Contractor within one (1) month of contract expiration to get understanding of any issues to avoid the build and deployment process.</p> <p>2) Answer to any questions.</p>  | Standard |
| Standard | Transition in        | 151805 | Final Release                       | <p>1) Hold meetings, preferably face-to-face, with the existing MISD Contractor within one (1) month of contract expiration to get understanding of any issues to avoid the build and deployment process.</p> <p>2) Answer to any questions.</p>  | Standard |
| Standard | Transition in        | 151807 | Transition in Plan                  | <p>1) Conduct a Transition Plan within 15 days of contract expiration that includes the following components:</p> <ul style="list-style-type: none"> <li>1) Transition plan for defect response</li> <li>2) Transition plan for defect response</li> <li>3) Transition plan for defect response</li> </ul> <p>4) A meeting and assigned responsibilities of both the MISD Contractor and MISD in the transition of the System Software State Services.</p>  | Standard |

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Exhibit G: Attachment 2

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|----------------|---------|-----------------------------------|---|---|----------|
| Transition In  | \$18.08 | 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 60 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 concerns 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 concerns and the timing of resolutions and execute a separate change request for existing defect resolution.  | Y | Standard |
| Transition In  | \$18.09 | Migrate Data and Documentation    | Migrate all data and System documentation to the new Contractor environment(s) and test successful migration prior to the end of the transition period.   | Y | Standard |
| Transition In  | \$18.10 | Defect Ownership                  | Acknowledge that defects reported after the Transition Release RM 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 the 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 | \$19.01 | System Documentation              | Deliver all relevant, up-to-date System software documentation (such as, but not limited to, DFDs, data model and data dictionary), tool and utilities which are the property of USDA/FNS or contracting agency.  | Y | Standard |
| Transition Out | \$19.02 | Coordinate with Future Contractor | Coordinate with the future Contractor to perform the following:<br><ul style="list-style-type: none"> <li>Participate in a complete System design and code review</li> <li>Review current defect status and identified resolutions.</li> <li>Facilitate observation of all processes and procedures related to release management Transition Out processes and procedures during the final production release. If updated System code is released within the transition timeframe.</li> <li>Transition all current and archived System documentation, including email and documentation for work in progress.</li> <li>Review current hosting environments, processes and procedures.</li> <li>Transfer data, as necessary.</li> <li>Answer any questions determined necessary to perform all services required. The MSC will also require State Agency resources attend these meetings.</li> </ul> | Y | Standard |
| Transition Out | \$19.03 | Defect Export                     | Export and deliver all defect tracking information and defect details to the future Contractor.   | Y | Standard |
| Transition Out | \$19.04 | 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:<br><ul style="list-style-type: none"> <li>Walk through all known System errors, and provide documented responses.</li> <li>Facilitate hands-on System design and code walkthroughs with the future Contractor, MSC, and the PM, and</li> <li>Conduct open discussion/question and answer (Q&amp;A) sessions.</li> </ul>   | Y | Standard |
| Transition Out | \$19.05 | Source Code                       | Delivering the latest version of the System source code, two (2) previous MRB (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 | \$19.07 | 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 | \$19.08 | Database and Network Review       | Provide a one (1) month or longer extension with the future Contractor to review the DBA and Network Administrator operations and disaster recovery procedures.   | Y | Standard |
| Transition Out | \$19.09 | Transition of Hardware            | At the request of the MSC, transfer, or dispose of, State hardware used for testing (desktops, laptops, servers, printers, graphics cards, 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 | \$19.10 | 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   | \$19.11 | 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 login:   | Y | Standard |
| Hosting        | A1.03   | Environment Requirements          | All servers and devices must have currently-supported and hardened operating systems, the latest anti-virus, and anti-spam, anti-phishing, and anti-malware utilities. The environment, as a whole, shall have aggregate 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 |

Exhibit G: Attachment 2

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| Hosting | A1.05 | Minimum Services                           | Manage all databases and services for all NISC servers for State Agencies requiring hosting services.  | Y | Standard |
| Hosting | A1.06 | Manufacturer Compliance                    | All hardware and 50% or components of the M&E Contractor hosting infrastructure must be fully supported by their respective manufacturers at all times. Depreciated 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, 265 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 protect 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. (See follow-up sheet with features that comply with industry standards to be downloaded)   | 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 NISC State Agencies IT standards in the detection of any security vulnerability of the M&E Contractor's 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 housed at the M&E Contractor's location(s) including but not limited to threat notification and any damages assessed by the courts. | Y | Standard |
| Hosting | A1.11 | Synchronizing Data                         | Synchronizing 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 gasless suppression, physical and infrastructure security, environmental support equipment including power conditioning, HVAC, UPS, and a generator accessible to NISC State Agencies.  | Y | Standard |
| Hosting | A1.13 | Data Center Power                          | Provide an uninterruptible power supply that includes but is not limited to:<br>- Sufficient power to sustain computer systems and associated components during a failure of commercial power.<br>- 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.<br>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 64 and 73 °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 of the application and HIPAA-compliant annual audits including HIPAA-compliant co-location with high availability power and offline backup, HIPAA-compliant disaster recovery and offline backup, and HIPAA-compliant training 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 exit/entry points for the two (2) Internet connections in the Data Center.  | Y | Standard |
| Hosting | A1.17 | SSAIEB Audit                               | Provide an annual SSAIEB SOC 2 audit from an independent provider that covers the full year of operations.   | Y | Standard |
| Hosting | A1.18 | Load Testing                               | Perform load testing on new streams utilizing the peak number of users in each NISC State Agency simultaneously if hosted NISC States are run on a common platform.  | Y | Standard |
| Hosting | A1.19 | Data Transfer                              | Private and monitor the coordination of all MIS related data transfer activities with the State Agency, local agencies and clinical Central Processing Site (CPS), eNHC Service Provider, and other third-party apps. This activity includes all updates, 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-line 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 activities to the NISC.  | Y | Standard |

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Exhibit G: Attachment 2

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| Hosting | A1.22 | Schedule Maintenance         | Identify a regularly scheduled maintenance window (such as monthly or quarterly) in 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 MIS/PNI (as designed) and the affected 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 the response time for transactions is less than five (5) 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 access 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. Notify system database users and the permissions assigned to those users, ensuring network logins are current and that accounts are disabled or removed that are no longer needed.   | 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:<br><ul style="list-style-type: none"> <li>Provide documented security policies and procedures, which, at a minimum, include: <ul style="list-style-type: none"> <li>Network firewall provisioning</li> <li>Intrusion detection</li> <li>Regular third-party penetration testing</li> <li>Physical, inventory and configuration control, data, telecommunications, network, operating system, and personnel security;</li> <li>Assure subsequent application enhancements or upgrades shall not remove or degrade security requirements;</li> <li>Keep any sensitive data or communications private from unauthorized individuals and programs;</li> <li>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 in help desk and help desk repository, or any generally recognized comparable standard that M&amp;E Contractor that applies to its own network as approved by State Security personnel in writing.</li> </ul> </li> </ul> | Y | Standard |
| Hosting | A1.26 | Security Breach Notification | Notify the MIS/ 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 environment 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, timing, 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 hardware in this disaster recovery site shall be a duplicate of the environment of 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 State 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 WIC 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 in the disaster recovery 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 designed in such a way that the State would be functioning (able to certify participants and issue food packages) within one business hour following a disruption in services.  | Y | Standard |
| Hosting | A1.35 | Disaster Recovery Testing    | Perform testing and validation of disaster recovery procedures no less than annually, validating access to the disaster recovery systems from the local clinics, State Office, M&E Contractor offices and Help Desk.  | Y | Standard |
| Hosting | A1.36 | Back-up Security             | Ensure secure transport 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 contain 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 update or replace the hardware or software, or any portion thereof, in a manner the System operator in accordance with the specifications, terms, and requirements of the Contract.   | Y | Standard |

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Exhibit G: Attachment 2

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|----------------|---------------|------------------------------|---|-----------------|
| <p>Hosting</p> | <p>ALB, C</p> | <p>Test Environments</p>     | <p>Track and maintain test environment configurations that match the production configurations for each member of the MSC.<br/>The MAE Contractor shall maintain a minimum of three (3) sets of non-production environments -- one (1) for internal regular builds, referred to as "Test" environments (for example, Test N1L, Test N1I) and another one (1) to mirror the State Agency's current production environment, referred to 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.</p> | <p>Standard</p> |
| <p>Hosting</p> | <p>A1, A0</p> | <p>Data Center Locations</p> | <p>Data centers will be located in the United States.</p>   | <p>Standard</p> |

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