



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

143



June 9, 2025

Her Excellency, Governor Kelly A. Ayotte
And the Honorable Council
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to enter a **SOLE SOURCE** contract with LexisNexis VitalChek Network Inc (VC# 220062 B001), Brentwood, TN, in an amount up to and not to exceed \$100,000 for fully supported payment processing services effective upon Governor and Council approval through June 30, 2026, with an option to renew for two additional terms of one (1) year.

There shall be no cost associated with the use of these services should the Agency choose to pass the convenience fee on to the customer. Should the Agency choose to absorb the fees, funds shall be provided through individual Agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the requested service.

EXPLANATION

Approval of this **SOLE SOURCE** contract will enable the Department of Environmental Services (NHDES) to continue utilizing the services of LexisNexis VitalChek Network Inc, which are integrated into the NH Online Business Forms and Subsurface Systems ePermitting platforms, while we are converting our operations to the new state contract. This integration allows NHDES to accept electronic payments from customers securely and efficiently.

NHDES is currently preparing to transition to the Commerce Payment Portal methodology under the statewide contract with Bank of America, which will require significant adjustments to internal processes, staff training, and compliance procedures. LexisNexis VitalChek Network Inc currently serves as NHDES's Merchant of Record, managing payment processing, refunds, reporting, audits, and compliance with Payment Card Industry Data Security Standards (PCI DSS). DOIT has reviewed and approved this contract. See attached approval letter.

These responsibilities will shift to NHDES under the new contract, and the department estimates it will need approximately one year to complete the transition. During this time, maintaining LexisNexis services will provide operational stability and continuity in payment processing for NHDES customers.

We respectfully request your approval of this item.


Robert R. Scott, Commissioner



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY**

27 Hazen Drive | Concord, NH | 03301
Fax: (603) 271-1516 | TDD: (800) 753-2964
doit.nh.gov



Denis Goulet, *Commissioner*

May 16, 2025

Robert R. Scott, Commissioner
Department of Environmental
Services State of New Hampshire
29 Hazen Drive
Concord, NH 03302

Dear Commissioner Scott:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with LexisNexis VitalChek Network Inc., as described below and referenced in DOIT No. 2025-093.

The purpose of this request is to continue providing fully supported payment processing services, which are integrated into the NH Online Business Forms and Subsurface Systems ePermitting platforms.

The Total Price Limitation shall be \$100,000 effective upon Governor and Council approval through June 30, 2026.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet". The signature is fluid and cursive, with a long horizontal stroke at the end.

Denis Goulet

DG/jd
DOIT #2025-093

cc: Bill Boudreaux, IT Manager

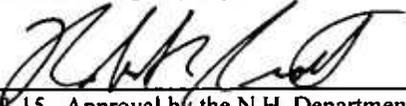
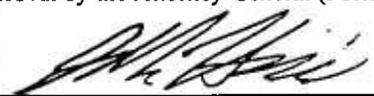
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095	
1.3 Contractor Name LexisNexis VitalChek Network Inc.		1.4 Contractor Address 6 Cadillac Drive, Brentwood, TN 37027	
1.5 Contractor Phone Number 615-372-6850	1.6 Account Unit and Class Various	1.7 Completion Date 6/30/2026	1.8 Price Limitation \$100,000.00
1.9 Contracting Officer for State Agency Muriel Lajoie, Administrator III		1.10 State Agency Telephone Number 603-271-3010	
1.11 Contractor Signature Haywood Talcove <small>Digitally signed by Haywood Talcove Date: 2025.06.06 17:21:33 -0400'</small>		1.12 Name and Title of Contractor Signatory Haywood Talcove, CEO (LNSSI)	
1.13 State Agency Signature 		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/10/2025			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. 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.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

State of New Hampshire
Department of Environmental Services
LexisNexis VitalChek Network, Inc.
EXHIBIT A – SPECIAL PROVISIONS

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

1. CONFLICT OF INTEREST

The Contractor represents and warrants that the Contractor has no business, professional, personal, or other interest that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, the Contractor shall promptly, and without undue delay, inform the State in writing of such conflict. Notwithstanding any provision of this Agreement to the contrary, if, in the reasonable judgment of the State, such conflict poses a material conflict to or with the performance of the Contractor's obligations under this Agreement the State may terminate this Agreement after giving the Contractor written notice of termination. In the event of such a termination, Contractor shall be entitled only to payment for work actually performed up to the date of the notice of termination.

2. USE OF STATE'S INFORMATION, CONFIDENTIALITY

In performing its obligations under this Agreement, the Contractor may be provided with State Confidential Information by the State. "State Confidential information" shall include, but not be limited to, information deemed confidential and privileged under applicable laws and/or information exempted from public disclosure under RSA Chapter 91-A (see e.g. RSA Chapter 91-A:5 Exemptions). The Contractor shall not disclose or use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of this Agreement, except as directly connected to and necessary for the Contractor's performance under this Agreement.

3. LIMITATION OF LIABILITY

Subject to applicable laws and regulations, in no event shall Contractor be liable for any consequential, special, indirect incidental, punitive, or exemplary damages arising from this Agreement. Subject to applicable laws and regulations, Contractor's liability to the the State shall not exceed the Price Limitation set forth in Form P-37 Block 1.8, except to the extent any loss, liability, damage, cost, or expense resulted from Contractor's gross negligence or willful misconduct.

4. TERMINATION PROCEDURE

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

- a. Stop work under this Agreement on the date, and to the extent specified, in the notice;
- b. Take such action as the State directs, or as necessary to preserve and protect the property related to this Agreement, which is in the possession of the Contractor and in which the State has an interest;
- c. 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;
- d. Provide written Certification to the State that the Contractor has surrendered to the State all said property; and
- e. Assist in Transition Services, as reasonably requested by the State at no additional cost; except, that,

Contractors Initials HT
Date 6/6/25

State of New Hampshire
Department of Environmental Services
LexisNexis VitalChek Network, Inc.
EXHIBIT A – SPECIAL PROVISIONS

during the transition period, the Services shall be supplied at the fees set forth herein and the terms and conditions herein shall apply.

5. 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 Form P-37 Blocks 1.2 and 1.4.

6. 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 this Agreement.

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. Disputes should be escalated per Table 4. Notwithstanding this provision, the State reserves the right to take any applicable action at any time and without following these dispute resolution provisions.

Table 4: Dispute Resolution Responsibility and Schedule Table

LEVEL	LexisNexis	STATE	CUMULATIVE ALLOTTED
Primary	Randy Gray, Strategic Account Manager	Kimberly Boone, Administrator III	5 Business Days
First	Gregory Sirko, Vice President Sales	Susan Carlson, Chief Operations Officer	10 Business Days
Second	Kevin McCabe, Senior Vice President Sales	Adam Crepeau, Assistant Commissioner	15 Business Days

7. SECURITY INCIDENT OR DATA BREACH NOTIFICATION

The Contractor shall inform the State of any security incident or data breach in accordance with applicable law, including NH RSA 359-C.

- a. Incident Response: the Contractor may need to, as required by applicable law or regulation, communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in this Contract.

Contractors Initials HT
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State of New Hampshire
Department of Environmental Services
LexisNexis VitalChek Network, Inc.
EXHIBIT A – SPECIAL PROVISIONS

Discussing with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes and policies, or as mutually agreed upon by the parties, or as required by applicable law or regulation.

- b. Security Incident Reporting Requirements: the Contractor shall report a security incident to the appropriate State identified contact promptly as defined in the Service Level Agreement (SLA).
- c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact within 72 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

8. BREACH RESPONSIBILITIES

This section only applies when a data breach occurs with respect to personal data within the possession or control of the Contractor.

- a. The Contractor, unless stipulated otherwise, shall notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably confirms there has been a security incident.
- b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 72 hours or sooner by telephone, unless shorter time is required by applicable law, if it reasonably confirms that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the State as reasonably requested by the State to investigate and resolve the data breach; (2) promptly implement necessary remedial measures, if necessary, and; (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- c. Unless otherwise stipulated, if a data breach is a direct result of the Contractor's negligence or its contract obligation to encrypt personal data or otherwise prevent its release, the Contractor shall bear the costs associated with:
 - (1) the investigation and resolution of the data breach;
 - (2) notifications to individuals, regulators or others required by applicable law;
 - (3) if applicable, a credit monitoring service required by State (or federal) law;
 - (4) a website or a toll-free number and call center for affected individuals required by State law;
 - and
 - (5) complete all corrective actions as reasonably determined by the Contractor based on root cause; all ((1) through (5)) subject to this Contract's limitation of liability.

9. CHANGE OF OWNERSHIP

In the event that the Contractor should change ownership for any reason whatsoever, the State shall have the option of continuing under this Agreement with the Contractor, its successors or assigns for the full remaining

Contractors Initials HT
Date 6/6/25

State of New Hampshire
Department of Environmental Services
LexisNexis VitalChek Network, Inc.
EXHIBIT A – SPECIAL PROVISIONS

term of this Agreement; continuing under this Agreement, with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate this Agreement as provided herein.

10. SURVIVAL

The terms, conditions and warranties contained in this Agreement that is by their context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

11. MISCELLANEOUS

Each party warrants that it will abide by: [i] the applicable rules, regulations, operating procedures, guidelines and requirements as may be promulgated or amended from time to time by Contractor's payment processor(s), VISA, USA, Inc., MasterCard International, Inc., Discover, any other applicable card association, and, to the extent such party stores or retains any card information, the Payment Card Industry Data Security Standard, the Visa Cardholder Information Security Program, and the MasterCard Site Data Protection program (collectively, the "Rules"), and [ii] all applicable federal, state, and local laws, ordinances, codes and regulations in the performance of its obligations under this Agreement (collectively, the "Laws"). State further understands and agrees it might be deemed a "merchant" or "sub merchant" under the Rules, and that Contractor's payment processor might require State to acknowledge its agreement to abide by such rules, regulations, operating procedures, guidelines and requirements.

In conformity with industry security requirements, and in order to maintain the highest level of cardholder data security, Contractor has instituted, among other policies, Paper and Electronic Media Policies, which are designed to meet or exceed industry security standards (the "Contractor Policies"). A copy of the Contractor Policies has been provided to the State, and is attached hereto as Exhibit D, and the State agrees to use best efforts to comply with applicable provisions of such policies as allowable and reasonable as well as with appropriate industry accepted security practices for handling non-public personal information as allowable and reasonable. The State acknowledges and agrees that [i] Cardholder data may only be used for assisting in completing a card transaction or as required by applicable law; [ii] In the event of a breach or intrusion of or otherwise unauthorized access to cardholder data stored within the State's system, the State will immediately notify Contractor and provide Contractor and/or its processor or the relevant card company with reasonable access to State's facilities and all pertinent records as required by applicable law, or as required by relevant card company and/or processor policies and requirements..

It is agreed that under this Agreement Contractor does not transfer, and State does not obtain any patent rights, copyright interest or other right, claim or interest in the computer programs, systems, forms formats, schedules, manuals or other proprietary items utilized by the Services or provided by Contractor (b) the State is not a third-party beneficiary under the agreements between the Contractor and the card network(s) related to the Services.

A party herein will not be liable to the other party or its customers for any delay or failure in its performance of any of the acts required by this Agreement if and to the extent that such delay or failure arises beyond the reasonable control of such party, including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, material or component shortages, supplier failures, embargoes, earthquakes, rationing, acts of local, state, or national governments or public agencies, utility or communication failures or delays, fire, flood, epidemics, riots and strikes.

State will work with Contractor in order to maintain appropriate business continuity procedures and systems to

Contractors Initials HT

Date 6/6/25

State of New Hampshire
Department of Environmental Services
LexisNexis VitalChek Network, Inc.
EXHIBIT A – SPECIAL PROVISIONS

ensure security of cardholder data in the event of a disruption, disaster or failure of any data systems.

12. Delete 9.2 from Form P-37

13. Delete 13 Indemnification from Form P-37 and replace with the following:

INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, tangible property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

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EXHIBIT B – SCOPE OF SERVICES

1. INTRODUCTION:

LexisNexis VitalChek Network Inc. (hereinafter referred to as the Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services. with Fully Supported Payment Processing Services as described herein.

2. CONTRACT DOCUMENTS:

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form, P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Payment Terms
- e. EXHIBIT D LexisNexis VitalChek Network Inc. Paper and Electronic Media Policies

References herein to "Contract" shall have the same meaning as "Agreement".

3. TERM OF CONTRACT:

The term of the contract shall commence on upon approval by the New Hampshire Governor and Executive Council and shall terminate on June 30, 2026, a period of approximately one (1) year, unless extended for additional terms or shortened via early termination.

The contract may be extended for two (1) one-year extensions upon approval of Governor and Council. The maximum term of the Contract (including extensions) shall not exceed three (3) years.

4. SCOPE OF WORK:

4.1 DEFINITIONS

- 4.1.1 Cardholder: Any customer that uses a credit or debit card.
- 4.1.2 Contractor: LexisNexis VitalChek Network Inc.
- 4.1.3 Customer: Any member of the general public that uses the payment processing system.
- 4.1.4 Point of Sale (POS): Any virtual or physical location where a customer exchanges funds with the State.
- 4.1.5 State: State of New Hampshire employees, agencies, departments. commissions. and any other official entities.

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5. FULLY SUPPORTED PAYMENT PROCESSING SOLUTION:

5.1 STATE OF NEW HAMPSHIRE

Contractor shall provide a payment solution for citizens to pay the State for services and fees through credit card, debit card, ACH, or eChecks through "pay by phone", internet, kiosk, point-of-sale systems, etc. Contractor shall add or remove any tax and/or fees as required by the State.

5.2 FUNCTIONAL REQUIREMENTS AND CAPABILITIES

5.2.1 Payment Acceptance

Contractor shall accept Visa, MasterCard, American Express, Discover, Debit Cards, ACH, and eChecks on behalf of the State.

5.2.2 Convenience and/or Service Fee Model

The Contractor shall utilize a convenience and/or service fee model where the convenience and/or service fee is the responsibility of the cardholder and there is no cost to the State. Contractor must allow the State to absorb convenience and/or service fees on an account-wide basis. Contractor must follow the convenience fee rules established by the card networks. The State, where appropriate, will work with the Contractor to ensure compliance with such rules.

The State reserves the right to absorb convenience fees for eCheck and ACH processing or pass the fee on to the customers as appropriate for the State.

Customers must be clearly notified of the convenience and/or service fee amount that will be charged to use this service prior to payment acceptance and completion. All POS must clearly state a convenience and/or service fee will be assessed.

5.2.3 Multiple Payment Applications

Contractor must be able to host multiple payment applications where a customer can initiate a payment directly through the service or through the State. The State may decide to implement any, all, or none of the services.

Contractor shall provide the following types of payment applications or substantially similar applications after consultation and approval by the State:

- 1 A "pay by phone" or interactive voice response ("IVR") payment solution.
- 2 A process for accepting payments by credit cards, debit cards, ACH, and eCheck over the internet via an externally hosted payment page. The payment page must be customizable to allow State elements including but not restricted to State Seal and agency verbiage, to reassure cardholder that they have reached an approved State site.

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- 3 The Contractor's hosted page must be able to interface with an agency's website and/or web form to ensure the payment is applied as intended by the agency's customer.
- 4 POS solution that allows agency staff to process credit card payment on behalf of Customers.
- 5 A self-service kiosk that Customers can use to pay their payment at the agency location.

5.3 GENERAL REQUIREMENTS

5.3.1 Payment Card Industry Data Security Standards ("PCI DSS")

- o Contractor must be level one certified according to PCI DSS and listed on Visa's global registry of service providers.
- o Contractor shall provide an Attestation of Compliance annually or upon request of the State.

5.3.2 System

- o Contractor shall provide access twenty-four (24) hours a day, seven (7) days a week to the payment options and networks for both Customers and the State.
- o Contractor shall provide access rate equal to or exceeding 99.999% availability annually except for schedule maintenance.
- o Contractor shall provide written notice of any scheduled maintenance that would impact the use of the system by the Customers and/or State staff.

5.3.3 Transaction Processing and Settlement

- o Contractor shall process all transactions real time. Within twenty-four (24) hours of authorization, payments must be submitted for ACH processing and must be electronically deposited via ACH in the gross amount (in their entirety) directly into the State's designated bank account within twenty-four (24) business hours of receipt.
- o Contractor shall provide for the authorization and settlement of transactions through the appropriate authorization and settlement networks and provide problem resolution to transaction and/or settlement discrepancies within forty-eight (48) business hours.
- o Contractor shall be the merchant of record for all transactions.

5.3.3.1 Invoicing Requirements

- When an agency chooses to absorb the convenience fee the Contractor shall provide each agency with a monthly invoice for the processing charges incurred by that agency, either in electronic, hard copy, or both, as directed. The invoice shall be in a simple format whereby the agency shall be able to see all charges and shall be able to easily reconcile with their records. The Contractor shall not, under any circumstances, debit the State's depository bank account(s) or otherwise net fees from credit card revenue. All credit/debit brand cards shall be included on one (1) monthly invoice per agency. Each State of New Hampshire agency shall have its own individual customer account number. There shall be instances

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where sub-sections of an agency shall need their own individual customer account number.
Separate invoices by credit/debit brand cards will not be accepted by the State.

5.3.4 Reporting Capabilities

5.3.4.1 General and Ad Hoc Reports

Contractor must provide daily, weekly, and/or monthly detail and summary reports through an online system, which will allow each State agency to reconcile their deposits and transactions. Each agency may have different reporting requirements, the reporting must allow for ad hoc reports that can be tailored to the agencies' needs. The reporting system must have the ability to export data into a .XLS or .CSV file format. Some of the standard reports that may be required, but are not limited to are:

- Batch Summary
- Batch Details
- Deposit Summary
- Deposit Detail

5.3.4.2 Monthly Summary Report

Contractor shall provide an electronic monthly and year to date summary reports to the NH Department of Treasury and the Department of Administrative Services Merchant Card Services ("DASMCS") summarizing the activity for the Department of Environmental Services. with gross sales. gross transaction count. returns, net sales: net transactions count. and include all electronic payment types.

Contractor shall provide an electronic monthly summary report to the Department of Environmental Services. The report shall include a summary of gross sales, gross transaction count, returns, net sales, and net transaction count for all electronic payment types.

All reports must be transmitted by a secure method. The reports will be due by the 10th business day of each month for the previous month.

5.3.5 Contract Support

5.3.5.1 State

Contractor shall provide contract support service for the State during the hours of 8:00 AM and 5:00PM Eastern Standard Time Monday through Friday.

Contract support services must include but is not limited to, research, supplies, equipment request, installation and troubleshooting repair/replacement formal functioning equipment.

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EXHIBIT B – SCOPE OF SERVICES

5.3.5.2 Customers

Contractor shall provide aid to customers who need assistance with making payments, disputes and/or technical issues through this service 24/7 /365: bi-lingual (English/Spanish) support will be provided through a toll-free telephone number. The customer service number must be clearly displayed at all POS.

5.3.5.3 Updates of Payment Brand Requirements

Contractor shall notify the designated State contact in writing of all updates in requirements mandated by the payment brands. Such notice shall be given as soon as possible, but no later than thirty (30) days from the time contractor has knowledge of changes.

5.3.6 Training

Contractor shall provide training to State personnel when an account is set up. This training should include, but not be limited to, overview of State's responsibilities, important procedures for processing, and use of the associated reporting system.

5.3.7 Confidentiality

5.3.7.1 Confidential Tax Information

The Contractor acknowledges that its performance of the Contract includes access to Confidential Information. including, but not limited to, any information obtained from the State's records, files, or returns, that is subject to state or federal laws/rules restricting the access, use, and disclosure of Confidential Information, including, but not limited to, RSA 21-J:14 and Internal Revenue Code Sections 7213 and 7213A.

The Contractor agrees to hold and maintain Confidential Information in strictest confidence for the sole and exclusive benefit of the State. The Contractor shall not use Confidential Information except for the purpose of performing its obligations under the Contract and shall not disclose Confidential Information in any manner to any person without prior written approval of the State. The Contractor shall promptly and without undue delay notify the State upon request for any Confidential information unless prohibited by law, regardless of whether disclosure is permitted or required by judicial decree or state or federal laws/rules.

The Contractor shall implement, maintain, and use commercially reasonable safeguards to protect Confidential Information from any unauthorized use or disclosure.. The Contractor shall carefully restrict access to Confidential Information to the Contractor's Project Team and shall advise those persons that they are prohibited from using Confidential Information except for the purpose of performing the Contractor's obligations under the Contract and from disclosing Confidential Information.

In the event of any unauthorized use or disclosure of Confidential Information, the Contractor shall promptly notify the State both orally and in writing. The State may investigate whether an offense has been committed. Any such offense qualifies as an Event of Default. The Contractor's failure to immediately notify the State both orally and in writing of any unauthorized use or

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disclosure of Confidential Information also qualifies as an Event of Default, regardless of whether the State determines that an offense has been committed. Upon the occurrence of an Event of Default, the State may immediately treat the Contract as breached and pursue any remedies at law or in equity or both.

If any provision of this Section conflicts with any provision of the Agreement, the provision of this Section shall govern.

5.3.8 General Requirements

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby, or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may, withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may as reasonably determined, require the Contractor to dismiss from the work such employees deemed incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

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EXHIBIT B – SCOPE OF SERVICES

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with current contact information.

The Contractor shall agree that any damage caused by the Contractor to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10-day prior written notice.

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EXHIBIT C - PAYMENT TERMS

1. CONTRACT PRICE

The Contractor agrees to provide fully supported payment processing services in strict accordance with the terms and conditions outlined in Exhibit A. These services will be available from the effective date of the award until the contract's expiration, subject to a maximum cost limit of \$100,000. There shall be no cost to the State associated with the provision of these services.

2. PRICING STRUCTURE

There shall be no cost to NHDES as they pass the credit card convenience fee onto the cardholder for the utilization of these services; the fees specified below shall be the responsibility of the cardholder.

NHDES absorbs the eCheck convenience fee as per the fees specified below and shall be the responsibility of the Department.

If the agency opts to absorb the fee, the following process will occur. State agency revenue will be recorded in full, and no convenience fees will be deducted from the deposit. Contractor shall invoice the agency directly on a monthly basis for all convenience fees incurred. Contractor shall not be permitted to deposit revenue less the convenience fee in any circumstances. The revenue and convenience fees must be separate transactions and not a net amount.

Convenience/Service

Credit Card 2.49%

Debit Card 2.49%

eCheck \$1.00 non-guaranteed*

ACH \$1.00 non-guaranteed*

*"Non-guaranteed" means State is liable for reimbursement to the appropriate entity of amounts including the face amount of the transaction related to checks for ACH transactions unpaid for any reason.

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EXHIBIT D – Paper and Electronic Media Policies

POLICY APPLICABILITY

All employees' handling hardcopy or electronic media must follow this policy. Departures from this policy will be permitted only if approved in advance and in writing by VitalChek.

STORAGE

Hardcopy Media

Hard copy material containing sensitive or confidential information (i.e.: paper receipts, paper reports, Faxes, etc.) is subject to the following storage guidelines:

- At no time are printed reports containing sensitive information to be removed from any VitalChek or Agency secure office environment.
- At no time is printed material containing sensitive information to be removed from any VitalChek data center or computer room without prior authorization from the General Manager.
- Printed reports containing consumer sensitive data are to be physically retained, stored or archived only within secure VitalChek or Agency office environments, and only for the minimum time deemed necessary for their use.
- All hardcopy material containing confidential or sensitive information should be clearly labeled as such.
- All sensitive hardcopy media must be stored securely in a safe or locking file cabinet.
- Sensitive hardcopy material is never to be stored in employee desks or open workspaces.

Electronic Media

Electronic media containing sensitive or confidential information (i.e.: CD, DVD, floppy disk, hard disk, tape, etc.) is subject to the following storage guidelines:

- Confidential and sensitive information should never be copied onto removable media without authorization from VitalChek's Information Technology Department.
- At no time is electronic media containing sensitive information to be removed from any VitalChek or Agency secure office environment, with the exception of computer system backups.
- At no time is electronic media containing sensitive information to be removed from any VitalChek data center or computer room without prior authorization from the Information Technology Department
- Electronic media containing consumer sensitive data are to be physically retained, stored, or archived only within secure VitalChek or Agency office environments, and only for the minimum time deemed necessary for their use.
- All electronic media containing confidential or sensitive information should be clearly labeled as such.
- All removable, sensitive electronic media must be stored securely in a safe or approved locking file cabinet.
- All hardware (i.e. servers, workstations, modems, etc.) on which sensitive electronic media is stored shall be placed in a secure area and not be removed from a secure agency environment.

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that LEXISNEXIS VITALCHEK NETWORK INC. is a Tennessee Profit Corporation registered to transact business in New Hampshire on October 20, 1995. 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: 237393

Certificate Number: 0007159256



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 April A.D. 2025.

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

David M. Scanlan
Secretary of State



I, Renee Simonton, certify that

1. I am Vice President and Secretary of LexisNexis VitalChek Network Inc., a corporation duly incorporated and in good standing in the State of Tennessee (the "Corporation"),
2. Haywood Talcove, President and Chief Executive Officer of LexisNexis Special Services Inc. ("LNSSI"), and James F. Worrall, General Counsel of LexisNexis Special Services Inc. ("LNSSI"), are authorized and empowered to commit the Corporation to a contract with the State of New Hampshire, Department of Administrative Services substantially in the form attached hereto as Exhibit A.

DocuSigned by:

Renee Simonton

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Renee Simonton

Vice President and Secretary

12 May 2025

