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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Lori A. Weaver
Commissioner

Morissa Henn
Deputy Commissioner

November 7, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of the Commissioner, to enter into a contract with Fidelity Information Services, LLC (VC# 391550), Jacksonville, FL, in the amount of $1,744,178 to provide Electronic Benefits Transfer services for the Supplemental Nutrition Assistance Program, Special Supplemental Nutrition Program for Women, Infants and Children, and cash assistance programs, with the option to renew for up to two (2) 12-month renewal periods, effective upon Governor and Council approval through November 30, 2032. 42% Federal Funds. 58% General Funds.

Funds are available in the following accounts for State Fiscal Years 2026 and 2027, and are anticipated to be available in State Fiscal Years 2028, 2029, 2030, 2031, 2032, and 2033, 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 & NUTRITION, WIC SUPPLEMENTAL NUTRITION PROGRAM – 100% Federal Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2026	102-500731	Contracts for Program Svc	90003397	$36,570
2027	102-500731	Contracts for Program Svc	90003397	$39,312
2028	102-500731	Contracts for Program Svc	90003397	$39,312
2029	102-500731	Contracts for Program Svc	90003397	$39,312
2030	102-500731	Contracts for Program Svc	90003397	$39,312
2031	102-500731	Contracts for Program Svc	90003397	$39,312

2032	102-500731	Contracts for Program Svc	90003397	$39,312
2033	102-500731	Contracts for Program Svc	90003397	$39,312
			Subtotal	***$311,754***

05-95-95-950010-56760000 HEALTH AND SOCIAL SERVICS, HEALTH AND HUMAN SVCS DEPT, HHS: COMMISSIONER'S OFFICE, OFFICE OF THE COMMISSIONER, OFFICE OF BUSINESS OPERATIONS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2026	103-502508	Contracts for Opr Svc	Multiple	$158,249
2027	103-502508	Contracts for Opr Svc	Multiple	$204,132
2028	103-502508	Contracts for Opr Svc	Multiple	$204,132
2029	103-502508	Contracts for Opr Svc	Multiple	$204,132
2030	103-502508	Contracts for Opr Svc	Multiple	$204,132
2031	103-502508	Contracts for Opr Svc	Multiple	$204,132
2032	103-502508	Contracts for Opr Svc	Multiple	$204,132
2033	103-502508	Contracts for Opr Svc	Multiple	$49,383
			Subtotal	***$1,432,424***
			Total	**$1,744,178**

EXPLANATION

The purpose of this request is for the Contractor to provide operations and maintenance of the Electronic Benefit Transfer (EBT) system for the Supplemental Nutrition Assistance Program (SNAP), Special Supplemental Nutrition Program for Women, Infants and Children (WIC), and cash assistance programs. Cash assistance is inclusive of the following programs: Temporary Assistance for Needy Families (TANF), Old Age Assistance, Aid to the Permanently and Totally Disabled (APTD), and Aid to the Needy and Blind. Through the Contractor's EBT system, program recipients receive cash and food benefits electronically on a prepaid debit card, which are redeemable at authorized New Hampshire retailers, resulting in timely distribution of food benefits and accurate payments to retailers.

The Contractor will provide benefit administration, card management, transaction processing, and customer service for the above noted programs. The Contractor will provide processing and settlement services for EBT transactions through an all-inclusive system that includes a user interface, report mechanism, electronic files, EBT Fraud Navigation system, training material, card production support, EBT client services, and EBT merchant services. To operate EBT, an entity must have the capacity to accept and process financial transactions through the Automated Clearing House. As the State is not organized to be a bank, financial institution, or other financial agent, the Department cannot process such transactions.

Approximately 73,000 individuals will be served through the SNAP and cash assistance programs, and approximately 13,000 individuals, monthly, through the WIC program.

Approximately 73,000 individuals will be served through the SNAP and cash assistance programs, and approximately 13,000 individuals, monthly, through the WIC program.

The SNAP program provides nutrition benefits to eligible low-income individuals and families to purchase healthy food and move towards self-sufficiency. An electronic EBT card can be used by SNAP participants at 254,400 locations around the country, of which 1,100 are located in New Hampshire, including eligible farmers' markets. Additionally, cash assistance recipients can use the EBT card at participating ATM machines and banks across the state.

The WIC program provides supplemental nutrient-dense foods and public health nutrition education for low-income pregnant women, postpartum women, infants, and preschool children up to five (5) years of age. Families can redeem WIC food benefits electronically at local authorized grocery stores and corner stores. WIC services are provided statewide through four (4) local agency contracts with 46 clinic locations, including full-time permanent and part-time mobile sites. New Hampshire WIC participants redeem benefits at more than 145 retail grocers covering all 10 counties.

The State is a member of the Northeast Coalition of States (NCS), which was formed in 1995 to jointly procure an EBT contract at discounted pricing based upon the combined monthly volume of cases and transitions the NCS represents. The NCS includes Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island, and Vermont.

The Department will monitor services through:

- Contractor daily reports to ensure clients are being served appropriately.
- Monthly invoices submitted by the Contractor, ensuring no discrepancies in pricing.
- Monthly meetings with the Contractor to address any issues and determine appropriate corrections/resolutions as needed.

The NCS selected the Contractor through a competitive bid process, led by the State of New York, using a Request for Proposals (RFP) that was posted on the Department's website in addition to all NCS States' websites from September 3, 2020, through May 13, 2021. The State of New York, on behalf of the NCS, received two (2) responses that were reviewed and scored by a team of qualified individuals comprised of representatives from each NCS State. The Scoring Sheet is attached. The Department has submitted a request for approval from the Federal Agency for requisite planning documentation for implementation and is currently awaiting receipt.

As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up to two (2) 12-month renewal periods; 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 not be able to participate in the federally-mandated SNAP program due to failure to meet the EBT benefit delivery requirement, which would result in higher rates of food insecurity among New Hampshire families. Additionally, the Department would be non-compliant with the U.S. Department of Agriculture requirements for the WIC program, which would result in more than 13,000 participants, monthly, not having access to approved food benefits.

The Department has determined that the Contractor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. The Department also requested and received approval from the Commissioner of Department of Information Technology, 2019-072. Documents supporting these assertions are available at the agency for review upon request.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number (ALN) 10.557, FAIN 244NH703W1003; and ALN 10.561, FAIN 254NH403S2514.

Respectfully submitted,

Lori Weaver

Lori A. Weaver
Commissioner

RFP-2024-OCOM-01-EBT
Northeast Coalition of States (NCS) Electronic Benefits Transfer
Summary Score Sheet

Technical Scoring Summary - State of New Hampshire (NH DHHS)

	Conduent	FIS
Criteria 1 - Executive Summary (5%)	3.00	4.00
Criteria 2 - Key Personnel Experience (10%)	9.80	10.00
Criteria 3 – Offeror Experience (25%)	25.13	23.88
Criteria 4 – Quality of EBT Solution (38%)	23.44	26.06
Criteria 5 – Diversity Practices (10%)	1.50	2.25
Criteria 6 – WIC EBT Requirements (12%)	7.26	7.86
Total Score - State of New Hampshire	**70.13**	**74.05**

Average Overall Scoring Summary - AVERAGE OF ALL STATES*

Vendor Name	Technical	Weighted Tech (75%)	Weighted Cost (25%)	Vendor Cost**	Combined Score
Conduent	67.4015	75	22.9476	$ 252,858,556.76	**97.9476**
FIS	66.1472	73.6043	25	$ 232,100,100.26	**98.6043**

***RFP was issued by multi-state consortium that includes NH, NY, CT, MA, ME, RI, and VT. Overall Scoring Summary is the final averaged Total Scores for all states, inclusive of NH's scores provided above.**

****Vendor cost includes the total proposed cost for all services for all States**

NCS RFP - NH DHHS Review Team Members	
Lissa Sirois	WIC Director (Individual is no longer with the Department)
Maureen Burke	Administrator III (Individual is no longer with the Department)
Tara Orchard	Program Specialist (Individual is no longer with the Department)
Matt Ensign	DHHS, Asst. IT Lead
Patrick Vitrano	Program Specialist
Mary Calise	Deputy CFO (Individual is no longer with the Department)
Rebecca Lorden	Finance Director
Shelley Swanson	Finance Director

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*

November 12, 2025

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 with Fidelity Information Services, LLC, as described below and referenced as DoIT No. 2019-072.

The purpose of this request is to provide Electronic Benefits Transfer services for the Supplemental Nutrition Assistance Program, Special Supplemental Nutrition Program for Women, Infants and Children, and cash assistance programs.

The Total Price Limitation shall be $1,744,178, effective upon Governor and Council approval through November 30, 2032.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2019-072

cc: Ken Gagne, IT Manager, DoIT

STATE OF NEW HAMPSHIRE

Office of the Commissioner and Division of Public Health Services

Electronic Benefits Transfer

RFP-2024-OCOM-01-EBT-01

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11/12/2025

STATE OF NEW HAMPSHIRE

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STATE OF NEW HAMPSHIRE
Electronic Benefits Transfer
RFP-2024-OCOM-01-EBT-01
P37 GENERAL PROVISIONS

FORM NUMBER P-37 (version 2/23/2023)

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 New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.2 Contractor Name Fidelity Information Services, LLC		1.4 Contractor Address 347 Riverside Ave Jacksonville, FL 32202	
1.5 Contractor Phone Number 904-854-8501	1.6 Account Number TBD	1.7 Completion Date November 30, 2032	1.8 Price Limitation $1,744,178
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Signed by: Prashant Gupta 01D6BBD182ED435... Date: 11/12/2025		1.12 Name and Title of Contractor Signatory Prashant Gupta SVP, Government Solutions	
1.13 State Agency Signature DocuSigned by: Nathan White EBEE04985B32440... Date: 11/13/2025		1.14 Name and Title of State Agency Signatory Nathan White Chief Financial Officer	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 748734844941460...		On: 11/13/2025	
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, or such longer mutually agreed upon notice period, treat the Agreement as breached if Contractor has not cured the Event of Default within the applicable cure period, and thereafter, 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 day's 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.

EXHIBIT A: REVISIONS TO STANDARD CONTRACT PROVISIONS

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

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

3.3 The Term may be extended up to two (2) twelve-month optional renewal periods, ("Extended Term") at the sole option of the State, subject to the parties prior written agreement of applicable fees for each extended Term, subject to approval of the Governor and Executive Council.

1.2. Provision 4, Conditional Nature of Agreement, is deleted and replaced in its entirety as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of Services and payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State or Contractor be liable for any payments or Services hereunder in excess of such available appropriated funds. In the event the State issues a written notice 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 of Services provided in Exhibit B, in whole or in part, the State shall have the right after available funds are exhausted to withhold payment in accordance with the 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 written 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. Likewise, Contractor shall have the right to suspend Services or stop work up to two days in advance of the written notice provided by the State of such reduction or termination of funds without liability or penalty under the Agreement.

1.3. Provision 5, Contract Price/Price Limitation/ Payment, Subparagraph 5.4 is deleted and replaced as follows:

5.4 Subject to applicable laws and regulations, in no event shall either party be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. The State's liability under this Agreement shall be limited to monetary damages not to exceed the Price Limitation in block 1.8 of the General Provisions of this Agreement (Form P-37). Notwithstanding the foregoing, nothing herein contained shall deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

1.4. Provision 5, Contract Price/Price Limitation/Payment, is modified to add Subparagraph 5.5, to read as follows:

5.5. Contractor shall be responsible for the actions of its agents, employees, partners, or sub-contractors, including for losses and damages arising from, but not limited to: (i) providing defective or inadequate Specifications; (ii) defective or inadequate

performance; and (iii) connectivity issues within Contractor's control. Contractor's total liability for direct damages under the Agreement shall not exceed the Price Limitation in block 1.8 of the General Provisions of this Agreement (Form P-37). Notwithstanding the foregoing, this limitation of liability shall not apply to: (i) bodily injury, death, or damage to real or tangible personal property caused by the Contractor, (ii) violation of Contractor's obligations to safeguard confidential information and for data breach liability set forth in Exhibit E, DHHS Information Security Requirements; and (iii) the Contractor's indemnification obligations set forth in Paragraph 13, Indemnification, of the General Provisions of this Agreement. With respect to a breach of Contractor's confidentiality and data security obligations set forth in Exhibit E, DHHS Information Security Requirements, and the Contractor's indemnification obligations set forth in Paragraph 13, Indemnification, of the General Provisions of this Agreement, Contractor's total liability under the contract is limited to in all cases and in the aggregate to Four Million Dollars (US $4,000,000.00). This paragraph shall survive termination of this Agreement.

1.5. Provision 6, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, Subparagraph 6.1., is amended as follows:

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal or state authorities which impose any obligation or duty upon the Contractor, including, but not limited to, RSA 151:21 Patients' Bill of Rights, 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.

1.6. Provision 8, Event of Default/Remedies, is deleted and replaced in its entirety as follows:

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 materially perform the Services in accordance with the terms of this Agreement;

8.1.2 Failure to materially 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 Impose liquidated damages according to Exhibit B, Section 7 of this Agreement, Liquidated Damages and Corrective Action Plan, where the damages anticipated as a result of the breach are uncertain in amount or difficult to prove;

8.2.2 Give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater specification of time thirty (30) calendar days from the date of the notice ("Cure Period"); 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;

8.2.3 Give the Contractor a written notice specifying the Event of Default, and if Contractor is unable to cure the Event of Default within the applicable Cure Period, withhold payments to be made under this Agreement until such time as the State determines that the Contractor has materially cured the Event of Default will such value exceed $100,000 or 30% of the Contractor's full monthly invoice;

8.2.4 Give the Contractor a written notice specifying the Event of Default and if Contractor is unable to cure the Event of Default within the applicable Cure Period, 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

8.2.5 Give the Contractor at least 30 calendar days' written notice specifying the Event of Default and Cure Period, and if Contractor has not cured the Event of Default within the applicable Cure Period, treat the Agreement as breached, terminate the Agreement, and pursue any of its remedies at law or in equity, or both.

1.7. 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 90 days written notice, terminate the Agreement for any reason, in whole or in part. In the event of such termination, The Contractor must 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 acceptable Services and Deliverables including all Work-in-Progress and authorized, provided through the date of termination but will not be liable for any costs for any unacceptable Services or winding down the Contract activities after notice of termination is received. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.2 Termination Procedure

9.2.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Written Deliverables previously paid for by the State, 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 thirty business (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
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 State data and State documents 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;
f. Work with the State to develop a Services and Data Transition Plan per the "Contract End-of-Life Transition" requirements within this Contract; and
g. Provide written Certification to the State that Contractor has surrendered to the State all said property.

9.2.3 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor must provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, 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"). On or after the receipt of notice of termination and during the termination notice period, the Contractor shall take all commercially reasonable and prudent actions to close out unnecessary outstanding, existing obligation(s) as economically as possible.

9.2.4 The terms in paragraph 9 shall survive the termination of this Contract.

1.8. Provision 10, Property Ownership/Disclosure, Subparagraph 10.3 is modified to read as follows:

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A, other applicable law, and *Exhibit E: DHHS Information Security Requirements (formerly titled Exhibit K)*. and/or other applicable law. Disclosure requires prior written approval of the State.

1.9. Provision 10, Property Ownership/Disclosure, is modified to add Subparagraphs 10.4 through 10.8, to read as follows:

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information is defined in Exhibit G, Attachment 2 – Exhibit E: *DHHS Information Security Requirements (formerly titled Exhibit K)*.

10.4.1 In the event of the unauthorized release of Confidential Information, Contractor shall immediately notify the State's Chief 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.

d. is disclosed with the written consent of the disclosing Party.

10.6 A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by law or an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

10.7 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, 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 The terms in paragraph 10 shall survive the termination of this Contract.

1.10. Provision 12, Assignment/Delegation/Subcontracts, subparagraph 12.2 is modified to read:

12.2 For purposes of paragraph 12, a Change of Control shall not constitute assignment as long as the surviving entity is responsible for Contractor's obligations under this Contract and has the financial ability and experience to comply with Contractor's obligations. "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.

1.11. Provision 12, Assignment/Delegation/Subcontracts, subparagraph 12.3 is modified to read:

12.3 None of the Services shall be subcontracted by the Contractor (other than as set forth in Contractor's Proposal) without prior written notice and consent of the State.

1.12. Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:

12.5 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 must 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 must manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor must annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance. Failure to enter into Business Associate Agreements with its subcontractors that create or receive protected health information on the behalf of the State through this Contract, and failure to comply with the implementation specifications for such agreements is a direct HIPAA violation by the Contractor.

12.6 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, provided, however, that the State has not previously consented to the assignment as permitted hereunder.

1.13. Provision 13, Indemnification, is deleted and replaced with the following:

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, third party 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.

1.14. Provision 14, Insurance, Paragraph 14.1.1 is deleted in its entirety and replaced as follows:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $2,000,000 per occurrence and $4,000,000 aggregate or excess;

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;

14.1.3 automobile insurance with a combined single limit in the amount of $2,000,000;
14.1.4 cyber liability/E&O insurance in the amount of $10,000,000; and
14.1.5 umbrella liability insurance in the amount of $25,000,000 per accident and $25,000,000 aggregate.

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

27. FORCE MAJEURE

27.1 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, pandemics, acts of Government, fire, power failures, third party telecommunication outages, nuclear accidents, earthquakes, and unusually severe weather.

27.2 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.

28. 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.

29. 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.

30. GOVERNMENT APPROVALS

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

31. ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text within the awarded Agreement, the following Order of Precedence shall govern*:

i. State of New Hampshire, Department of Health and Human Services, Electronic Benefits Transfer Contract (RFP-2024-OCOM-01-EBT-01).

ii. Northeast Coalition of States (NCS) RFP for EBT Services, including Appendix D – New Hampshire State Appendix (2019-072); Exhibits; Addendums; Appendices with the exception of Appendix N, Contract Terms and Conditions; and Attachments thereto.

iii. FIS Administrative, Technical, and Financial Proposal Response to RFP.

*Note: The most stringent and comprehensive security, privacy and/or confidentiality standards set forth among such documents must be met by the Contractor regardless of the order of precedence listed above.

32. BOND

The State of New Hampshire requires a one-million-dollar performance bond be provided to the State at the sole expense of the Contractor.

33. ADDITIONAL TERMS AND CONDITIONS

a. The Contractor agrees that no aspect of Contractor performance under this Agreement will be contingent upon State personnel or the availability of State resources with the exception of:

   i. Any actions of the Contractor specifically identified in this Agreement that require State acquisition, approval, policy decisions, or policy approvals. Such actions by the State will not be unreasonably delayed, and except as stated specifically herein, the Contractor shall not be liable for any damages suffered as a result of delays caused by the State or other Federal, State or local agencies.

   ii. The Normal Cooperation, which can be expected in such a contractual relationship.

   iii. All actions required to be performed by the State in the authorization and approval of benefits as contemplated by this Agreement.

   iv. Exceptions stated in this Agreement.

   v. Duties, tasks, and obligations subsequently agreed to by the parties to be performed by the State.

b. The Contractor recognizes and agrees that any and all work performed outside the scope of this Agreement or without the consent of the State shall not be subject to charge by the Contractor.

c. The Contractor will cooperate fully with any other contractors who may be engaged by the State to carry out responsibilities associated with this Agreement provided that such cooperation does not require the Contractor to provide material services not included in the scope of this Agreement. FIS cannot provide material services outside of the scope of this agreement.

d. The Contractor will provide authorized representatives of the State or Federal government, with appropriate notice by the State to the Contractor, access at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement. All such inspections shall be in conformity with the Contractor's reasonable security procedures.

e. The Contractor will cooperate as reasonably required with the NCS Regional Management Council (RMC) including attendance at NCS RMC meetings.

f. The Contractor will provide all necessary travel expenses for two (2) state personnel during system acceptance testing. Such travel must be compliant with the State's travel policies and procedures.

EXHIBIT B: STATEMENT OF WORK

The services in this Agreement are for the administration of the Electronic Benefit Transfer program, for Food Stamp (SNAP) and cash assistance benefits which are organized under the State of New Hampshire's Department of Health and Human Services-DHHS (herein referred to as "State"), Division of Economic Stability, and the administration of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) Nutrition Program which is organized under the State's Division of Public Health Services.

In 2023, NH WIC served 17,172 unique participants and 10,923 unique families, with a monthly average of 13,374 participants; 23% women, 21% infants and 56% children. WIC services are provided statewide through four local agency contracts with more than 50 clinic locations, including full-time permanent and part-time mobile sites. NH WIC participants redeem benefits at more than 145 retail grocers covering all 10 counties. In 2023 the majority of NH's authorized retailers were integrated vendors, with only three stand-beside devices.

The Electronic Benefits Transfer (EBT) is an electronic payment system that allows an eligible SNAP household to pay for food. The state of NH in 2023 had an average SNAP caseload of 40,773 and issued yearly SNAP benefits in the amount of $225,949,936.80. The EBT card is also issued for cash benefits to eligible households to pay for other goods and services with restrictions. In 2023, the average monthly cash caseload of 5498 with a yearly amount issued in the sum of $9,283,200.03. The EBT card can be used by SNAP participates at 254,400 locations around the country and 1100 of those located in NH. That includes eligible farmer markets. The EBT card for cash participants can be used around the state with participating ATM machines and banks.

1. STATEMENT OF WORK

1.1. The Contractor must provide EBT Services for the SNAP, Cash Assistance, and WIC programs. The Contractor must provide the following services:

1.1.1. Benefit Administration.

1.1.2. Card Management.

1.1.3. Transaction processing.

1.1.4. Customer Service.

1.1.5. Network communication.

1.2. The Contractor must comply with all Federal and State statutes, laws, regulations, and orders of State. Such rules for the Department may include but are not limited to, RSA 167:7-b, Prohibited Use of Electronic Benefit Transfer Cards, "CHAPTER He-W 600 FINANCIAL ASSISTANCE AND ELIGIBILITY FOR MEDICAL CARE, He-W 671.01 Electronic Benefit Transfer (EBT)", CHAPTER He-W 700 FOOD STAMPS, He-W 702.01", Title X, Public Health, RSA 132:12-a Women, Infants, and Children (WIC) Program, Title X, Public Health, RSA 132:10-b Rulemaking, Title LXII, Criminal Code, RSA 638:15 Fraud on the Women, Infants, and Children (WIC) Program, Code of Federal Regulation: Title 7, Agriculture, Chapter II, Food and Nutrition Service, Department of Agriculture, Part 246, Special Supplemental Nutrition Program for Women, Infants, and Children, 7 CFR 246, Code of Federal Regulation: Titl[Initial] iculture, Chapter II, Food and Nutrition Service, Department of Agriculture,

Part 247. Community Supplemental Foods Program, 7 CFR 247, Code of Federal Regulation: Title 7, Agriculture, Chapter II, Food and Nutrition Service, Department of Agriculture, Part 248, WIC Farmers' Market Nutrition Program (FMNP), 7 CFR 248, and Code of Federal Regulation: Title 7, Agriculture, Chapter II, Food and Nutrition Service, Department of Agriculture, Part 249, Senior Farmers' Market Nutrition Program (SFMNP), 7 CFR 249.

1.3. The Contractor must ensure the EBT System meets the performance and technical standards set forth in this Agreement and in USDA FNS Regulations, specifically 7 CFR 274.8 and 7 CFR 246, which includes system processing speeds, system availability and reliability, system security, system ease-of-use, minimum card and terminal requirements, performance bonding, and a minimum transaction set, which are hereby fully incorporated herein in Exhibit H – Performance Standards / Benchmark Threshold Measurement / Liquidated Damages.

1.4. Benefit Timeframes SNAP/Cash Benefits and WIC

1.4.1. The Contractor must, as referenced in NCS EBT RFP Contractor Technical Proposal, Section 4.3.1.8, Benefit Availability - SNAP and WIC Benefits; ensure benefits are available to Cardholders on a schedule as determined below. Benefits are not considered available unless they have:

1.4.1.1. Been posted to the Contractor's host database; and

1.4.1.2. Reached or exceeded their availability date.

1.4.2. As referenced in the NCS EBT RFP Appendix D – New Hampshire State Appendix, SNAP/Cash and WIC Programs, Section 4.3.1.8, Benefit Availability - **SNAP Benefits**, the State transmits the monthly SNAP benefit file and the semi-monthly cash benefit file 4 days before the benefit availability date. The benefit availability date uses the following table by benefit class.

Program	Date*
SNAP Program	The 5th of every month by 6:00am ET.
Cash programs and State funded nutritional supplement	The 15th and 30th of every month, except in February when it is the last day of the month, by 6:00am EST.

**This date is regardless of weekends and holidays.*

1.4.2.1. The SNAP and Cash daily benefit files follow the following availability timeframes:

1.4.2.1.1. Emergency SNAP – 6am, the following calendar day;

1.4.2.1.2. SNAP – 6am, 2 State defined business days post approval; and

1.4.2.1.3. Cash – 6am, 2 State defined business days post approval.

1.4.2.2. WIC Program benefits are issued in real-time by the MIS and WIC staff on a rolling 30 days, and may issue future months specifying the available date.

1.5. Card Management – SNAP and Cash Assistance Programs

1.5.1. Overnight Bulk Delivery of Cardholder Customized, as referenced in NCS EBT RFP Appendix D – New Hampshire State Appendix SNAP/Cash and WIC Programs, Section 4.5.7 - **SNAP Benefits**.

1.5.1.1. The Contractor must produce and mail all EBT cards for the State via a card carrier and stuffed in an unsealed envelope. The cards are then shipped overnight to NH where State staff reconciles contents against the shipping manifest and card order file and then mails them directly to the cardholder.

1.5.1.2. The Contractor must follow and use the current card production process including the card file layout (described in section 1.10.2.2), creation of card stock, and reports.

1.5.1.3. The Contractor must provide a function built into the administrative terminal that allows for a State employed user to "redirect" an EBT card. This function will send a trigger through the card order file, which will indicate the EBT card must be sent to a location other than the recipient's address.

1.5.2. The Contractor must provide SNAP/Cash card stock (SNAP/Cash cards that contain a magnetic stripe but do not contain a pre-assigned number). This stock will be used by the State in the production of their cards. The design of this card stock must have prior approval from the State.

1.5.3. The Contractor must ensure the ability to deactivate and replace an EBT Card for the reason of being lost, stolen, or damaged, via the Administrative Terminal, and for that reason code to be recorded. Additionally, the State requires EBT Cards to be deactivated, via the Administrative Terminal, with two different statuses: one where the customer service help desk cannot replace the EBT Card, and one where the customer service help desk can replace the EBT Card.

1.5.4. Cardholder Selection and Assignment of PINS – as referenced in NCS EBT RFP Appendix D – New Hampshire State Appendix SNAP/Cash and WIC Programs, Section 4.4.1.8, SNAP benefits.

1.5.4.1. The Contractor must have the capabilities to support all the methods required for the following PIN selection options for both primary and alternate cardholders:

1.5.4.1.1. Via Interactive Voice Response (IVR), if the cardholder can verify, for SNAP/Cash accounts: the DOB, Last 4 of the SSN or zip code; and for WIC accounts: the DOB and zip code, according to the demographic information on the EBT account; and

1.5.4.1.2. Via PIN terminals located at the local offices if devices are requested in the future.

1.5.4.2. The Contractor must ensure the ability for the card holder to change a PIN, once an initial PIN is selected:

1.5.4.2.1. Via IVR, if the cardholder can verify the DOB, Last 4 of the SSN, and zip code, according to the demographic information on the SNAP/Cash account;

1.5.4.2.2. Via the cardholder web portal, if the previous PIN is verified.

1.5.5. PIN Audit Trail – as referenced in NCS EBT RFP Contractor Technical Proposal, Section 4.4.1.10, Pin Audit Trails - SNAP Benefits.

1.5.5.1. The Contractor must support a PIN audit trail available via the EBT administrative system. This system must provide a complete trail of the date/time and mechanism of each PIN selected by or for each Cardholder and or each Authorized Representative. PINs will NOT be displayed via this mechanism; however, each assignment or selection of PINs must be perpetually tracked and available for fraud and abuse research purposes. Information must be displayed by time sequence. Information tracked and displayed must include:

1.5.5.1.1. Date, Time of PIN assignment/selection activity;

1.5.5.1.2. Mechanism used (i.e. IVR/ARU, PIN selection device, mailing of existing PIN or mailing of changed PIN, client web portal, mobile app or any other mechanism used in each State);

1.5.5.1.3. User ID and Device ID if PIN selected by PIN Selection device;

1.5.5.1.4. Card number entered if PIN selected by PIN Selection device using a card;

1.5.5.1.5. If mailed PIN indicate if re-mailing of existing PIN or new PIN assignment;

1.5.5.1.6. If IVR/ARU PIN, the phone number of source, and card number;

1.5.5.1.7. If client portal or mobile app, the IP address/source, and card number.

1.5.5.2. The Contractor shall provide security measures to prevent card pinning by IVR, client portal, and mobile app for an individual case upon request by the State and/or Cardholder. Security measures may include but are not limited to; applying a block to the IVR, client portal and mobile app PIN select process, requiring a password, or, requiring a security code of response to security questions.

1.5.5.3. The State reserves the right to utilize Internet based ethernet capable terminals should PIN selection devises be deployed in local offices in the future.

1.5.6. Local District, Group Home, OTCs or Congregate Facility PIN Selection via Hardware Device for EBT – as referenced in NCS EBT RFP Contractor Technical Proposal, Section 4.5.14, Local District, Group Home, OTCs or Congregate Facility PIN selection via hardware device - SNAP Benefits.

1.5.6.1. The Contractor must offer a secured mechanism to support card PIN selection at Local District offices, Group Home or Congregate Care facilities using a PIN selection device/system that interfaces with the EBT System in real time.

1.5.7. Multiple Cards per individual – as referenced in NCS EBT RFP Contractor Technical Proposal, Section 4.4.1.3, Multiple Cards per Individual Account - SNAP Benefits.

1.5.7.1. Individuals may have more than one active card that can access their account at any time. Refer to the State Appendices for more detailed rules. The Contractor may allow the following exemptions to multiple cards per individual:

1.5.7.1.1. Individuals with an Authorized Representative who occasionally shops for the EBT Cardholder;

1.5.7.1.2. Individuals whose card access may be limited by the State to either the Cash and/or SNAP Account(s).

1.6. SNAP EMV Chip Card Implementation – Optional Service – State Not Electing

The Department reserves the right to implement SNAP EMV Chip Card Implementation through the Change Order Process, and a Contract Amendment requiring NH Governor and Council Approval.

1.7. Card Management – WIC Benefits – as referenced in NCS EBT RFP Contractor Technical Proposal, Section 8.8, WIC Card Production and Management - **WIC Benefits**

1.7.1. The Contractor must ensure all WIC cards, approximately 15,000, must be issued over-the-counter at WIC Clinics only, the Contractor will not have any responsibility to mail cards to WIC participants.

1.7.2. The Contractor must provide the card stock, labelled with the card service on the box. The card inventory process will be managed by the State. The Contractor must ship cards to the State Agency within 14 days of request. All cards will be issued over-the-counter at WIC Clinics only; the Contractor will not have any responsibility to mail cards to WIC participants.

1.7.3. The Contractor must ensure the WIC card is compliant with International Organization for Standardization (ISO)7810:2019/And 1:2024. Identification cards must include the following physical characteristics.

1.7.3.1. The eWIC card design created by the EBT Contractor shall be unique to the State's WIC Program and subject to the State's approval.

1.7.3.2. The obverse graphics of the eWIC card shall be produced using a four-color printing process.

1.7.3.3. The reverse of the eWIC card shall have a tamper-evident signature panel.

1.7.3.4. The reverse of the eWIC card shall have a high coercivity magnetic stripe.

1.7.3.5. Track 2 of the magnetic stripe shall be encoded according to ISO standard for financial cards: ISO 7811, 7812 and 7813.

1.7.3.6. The reverse of the eWIC card shall have printed information as specified by the State WIC Program and currently required.

1.7.3.7. The eWIC card shall contain a mark, brand or wording that identifies it as being associated with the State WIC Program. Such identification is to be agreed upon with the State WIC Program and may include but not be limited to national or State non-discrimination statements, OIG fraud hotline statement, etc. States may also elect to have such information printed on card sleeves if in the future States choose to use card sleeves.

1.7.3.8. The eWIC card shall not contain the mark or brand of any debit/credit network.

1.7.3.9. The eWIC card shall contain a 16-digit Primary Account Number (PAN) to identify the cardholder.

1.7.3.10. The PAN printed on obverse of the card shall be in a contrasting color.

1.7.3.11. The PAN of the eWIC card shall use the State's Bank Identification Number/Issuer Identification Number (BIN/IIN).

1.7.4. The PANs for new cards shall not duplicate any EBT Contractor's card numbers already in use.

1.7.4.1. The PAN layout shall be as follows (note, certain states currently have 8-digit IIN's (BINs). In these instances, the layout would extend to the first 8 rather than 6 digits):

1.7.4.1.1. Position 1-8 BIN Position 9-15 Discretionary (refer to WIC EBT Operating Rules 8.1.c for possible uses).

1.7.4.1.2. Position 16 Check Digit.

1.8. WIC EMV Chip Card Implementation – Optional Service - State Not Electing

The State reserves the right to implement WIC EMV Chip Card Implementation through the Change Order Process, and a Contract Amendment requiring NH Governor and Council Approval.

1.9. Fraud Prevention Tools:

1.9.1. **Freeze, or lock, cards (Applicable to SNAP only – WIC Not Electing*):** Provide households the ability to temporarily lock and unlock all card activity, thus preventing the unauthorized benefit use.

1.9.2. **Household-enabled transaction blocking (Applicable to SNAP only – WIC Not Electing*):** Provide households the ability to restrict out of state transactions and online purchasing transactions. This feature must provide the household the ability to turn it on/off as they desire.

1.9.3. **Transaction and PIN change alerts (Not Applicable – SNAP and WIC Not Electing*):** Provide the ability to alert households when a transaction or a PIN change occurs.

1.9.4. **Restrict common PINs (Not Applicable – SNAP and WIC Not Electing*):** Prevent households from choosing weak PINs (e.g., 1234, 1111).

1.9.5. **CAV validation (Applicable to SNAP only – WIC Not Electing*):** Require swipe transactions to be validated by the card authentication value (CAV) located in track 2 of the magnetic stripe. Implementing this strategy may require the State to issue new EBT cards to a large share of their caseload. (WIC CAV validation is conditional based on the ANSI X.9 Financial Transaction Messages requiring retailers to send the CAV to EBT Processors.)

1.9.6. **IVR security (Applicable to SNAP only – WIC Not Electing*):** Require authentication for balance inquires conducted using the EBT host processor interactive voice response (IVR) system. For example, based on SNAP, a caller could be prompted to enter the last four digits of the primary cardholder's Social Security Number before receiving account information.

1.10. *The State reserves the right to implement the Fraud Prevention Tools, available for SNAP and or WIC, not elected for SNAP and/or WIC, as specified above, through the Change Order process, and a Contract Amendment requiring NH Governor and Council Approval. **Transaction Processing for SNAP/Cash Benefits** – as referenced in NCS EBT RFP Contractor Technical Proposal, Section 4.2.1.3, Transaction Processing

1.10.1. The Contractor must be able to process, at a minimum, the following SNAP Point Of Sale (POS) transaction types:

1.10.1.1. SNAP Purchase (swiped, key-entered and internet/web based);

1.10.1.2. SNAP Merchandise Refund;

1.10.1.3. Manual Voucher Clear;

1.10.1.4. Balance Inquiry;

1.10.1.5. Voids;

1.10.1.6. Adjustments; and

1.10.1.7. Reversals.

1.10.2. USDA-FNS Regulations prohibit the charging of a fee for any SNAP transactions. The Contractor must ensure Cardholders are not charged for any SNAP POS transactions. In addition, Retailers may not limit the number of SNAP transactions conducted by the Recipient.

1.10.3. The Contractor's system must be able to process, at a minimum, the following Cash transaction types:

1.10.3.1. Purchase with Cash Back;

1.10.3.2. Cash Only Withdrawal (cash received without purchase);

1.10.3.3. Cash Returns (internet/web based only);

1.10.3.4. Balance Inquiry;

1.10.3.5. Voids;

1.10.3.6. Adjustments; and

1.10.3.7. Reversals.

1.10.4. The Contractor must ensure transaction activities are immediately updated to the Contractor's host database at the benefit level. Transaction authorization must require:

1.10.4.1. Accepting transactions coming from an authorized Transaction Acquirer;

1.10.4.2. Authorizing or denying transactions;

1.10.4.3. Sending response messages back to the Transaction Acquirer authorizing or denying Cardholder transactions;

1.10.4.4. Logging the authorized/denied transactions for subsequent Settlement and Reconciliation processing, transaction reporting, and for viewing through transaction history;

1.10.4.5. The EBT System must go through a series of checks to determine whether a transaction being initiated by a Cardholder should be approved. These checks include determining whether:

1.10.4.5.1. The merchant has a valid FNS authorization number (if it is a SNAP transaction);

1.10.4.5.2. The card number Permanent Account Number (PAN) is verified, and the card is active;

1.10.4.5.3. The number of consecutive failed PIN tries has not been exceeded;

1.10.4.5.4. The PIN is verified as being correct;

1.10.4.5.5. The account is active; and

1.10.4.5.6. The EBT Account holds a sufficient balance in order to satisfy the transaction request.

1.10.4.6. If any one of the above conditions is not met, the Contractor must deny the transaction. The Contractor must ensure that Cardholder benefit accounts are not overdrawn and must assume all liability if an account overdraft does occur.

1.10.4.7. The system must return a message to the Retailer/provider indicating the reason for denial (e.g., invalid PAN, invalid PIN, NSF, etc.).

1.10.5. The Contractor must ensure credit transactions do not exceed the total value of a "spent" benefit, defined as when a client makes a . The EBT System shall not place back more than the original amount of the benefits on the system for that account. The credit must be applied in reverse order so that spent benefits are re-established or "refilled," defined as the benefit amount being refunded or put back on a client's account., beginning with the most recent and working backward in time toward the oldest available benefit.

1.10.6. The Contractor must ensure credit transactions are applied in reverse order so that "spent" benefits are re-established or "refilled" beginning with the most recent and working backward in time toward the oldest available benefit. The return cannot exceed the total value of funds expended from those available benefits, otherwise it should be denied.

1.10.7. The Contractor must ensure cardholders are not charged for SNAP or Cash purchases or purchases with Cash back at POS devices, or Cash-only transactions at EBT- only devices. The Contractor must ensure that the EBT System denies transactions if the balance of the SNAP or Cash Account does not support the requested withdrawal transaction amount. The Contractor must truncate the card number and only print the last four digits on the receipt. In addition, transaction receipt must include the date, merchant's name and location, transaction type, a unique transaction identifier (such as Trace Number), and transaction amount.

1.10.8. The Contractor must ensure a transaction may be voided/cancelled by a Retailer at a POS or POB device or by the Cardholder at an ATM. The void/cancellation transaction message must include the Trace Number (if available), the exact dollar amount, and other identifying information from the original transaction, as specified by ANSI X9.58-2013 standard or most current version. The Contractor must accurately process the void or cancellation transaction and must reflect the void/Cancelled Transaction immediately and correctly in the Cardholder's EBT Account.

1.10.9. The Contractor must ensure a POS, POB or ATM transaction may be reversed if for some reason the completion of the transaction cannot take place at the originating device (e.g., communication failure with the device and/or a device malfunction, or a late response from the Contractor). The entity (specifically the TPP, Authorized Retailer/Benefit Acquirer, or the ATM/POS/POB device) within the response chain where the transaction error is recognized must generate a Reversal message back to the Contractor. As defined within the ANSI X9.58-2013 standard or most current version, the Reversal message must include the Trace Number, the exact dollar amount, and other identifying information from the original transaction, as required for type 420 messages. The Contractor must accurately process the Reversal transaction and have the results reflected immediately and correctly in the Cardholder's account.

1.10.10. The Contractor must ensure ATM Balance Inquiries are at no additional cost to the State's Cardholders.

1.10.11. The Contractor must provide two (2) free ATM transactions prior to a fee being assessed to the cardholder, not to exceed $0.50.

1.10.12. The Contractor must, as referenced in NCS EBT RFP Appendix D – New Hampshire State Appendix SNAP/Cash and WIC Programs, Section 4.2.2.2, Transaction Processing - SNAP & WIC Benefits; ensure benefits must be debited on a first in, first out (FIFO) based on availability date. If a cardholder is entitled to more than one cash or SNAP or WIC benefit type, the below hierarchy must be applied.

1.10.13. The Contractor must ensure a unique benefit code for each benefit type described in the below hierarchy; however not all benefit types are currently being used.

Assistance Type	Funding	Description
Cash	TANF	Transitional assessment planning program for non-TANF Assistance for families. This benefit type is settled directly with the State via cash wire to the processor.
Cash	TANF	NH Employment Program Regular Cash. This benefit type is settled directly with the State via cash wire to the processor.
Cash	TANF	Family Assistance Program Regular Cash. This benefit type is settled directly with the State via cash wire to the processor.
Cash	TANF	Unemployed Parent Cash. This benefit type is settled directly with the State via cash wire to the processor.
Cash	TANF	Refugee Cash Assistance Adult. This benefit type is settled directly with the State via cash wire to the processor.
Cash	TANF	Refugee Cash Assistance Family. This benefit type is settled directly with the State via cash wire to the processor.
Cash	TANF	Family Assistance Program. This benefit type is settled directly with the State via cash wire to the processor.
Cash	TANF	Families with older children – 19-year-old. This benefit type is settled directly with the State via cash wire to the processor.
Cash	TANF	Interim disabled parent program for families with verified disabilities. This benefit type is settled directly with the State via cash wire to the processor.
Cash	TANF	Mileage reimbursement/Transportation Stipend. This benefit type is settled directly with the State via cash wire to the processor.
Cash	FNS	Mileage reimbursement. This benefit type is settled directly with the State via cash wire to the processor.

Cash	FNS	Child Care reimbursement. This benefit type is settled directly with the State via cash wire to the processor.
Cash	STATE	Old Age Assistance Cash. This benefit type is settled directly with the State via cash wire to the processor.
Cash	STATE	Aid to Permanently and Totally Disabled Cash. This benefit type is settled directly with the State via cash wire to the processor.
Cash	STATE	Aid to Needy Blind. This benefit type is settled directly with the State via cash wire to the processor.
SNAP	FNS	SNAP Regular. This benefit type is settled directly with FNS and is reported to the AMA.
SNAP	FNS	SNAP Disaster. This benefit type is settled directly with FNS and is reported to the AMA.
SNAP	FNS	SNAP Replacement. This benefit type is settled directly with FNS and is reported to the AMA.
SNAP	FNS	SNAP Mass Replacement. This benefit type is settled directly with FNS and is reported to the AMA.
SNAP	FNS	SNAP Mass Supplement. This benefit type is settled directly with FNS and is reported to the AMA.
Nutritional Supplement	TANF	State nutritional benefits for working adults with children. This benefit type requires the same limitation on use as a SNAP benefit but follows the same cash settlement process as cash benefits.

1.10.14. Contractor Managed Transaction Adjustment – as referenced in NCS EBT RFP Contractor Technical Proposal, Section 4.2.1.3.9.3, Adjustment Processing - SNAP and WIC Benefits

1.10.14.1. The Contractor must manage any client-initiated adjustments and ensure:

1.10.14.1.1. Any retailer-initiated adjustments must be provided to the State on a daily basis, in a viewable format. The State sends notification to the client detailing the retailer-initiated adjustment request, and the client's right to a fair hearing. If the client requests a fair hearing, the State will communicate the request to the Contractor, as well as the fair hearing decision, so that the adjustment can be processed according to USDA-FNS requirements and Quest operating rules. All notifications are sent, with state approved language, to retailers regarding client-initiated adjustments.

1.10.14.1.2. The Contractor must communicate Cash and SNAP debit and credit Adjustments and Adjustment information including initiation, updates and disposition of the Claim in an automated manner. This system will be utilized by the State to monitor the status of Claims, and must include, but not be limited to, the following data elements:

1.10.14.1.2.1. Claim reference number.

1.10.14.1.2.2. Card number.

1.10.14.1.2.3. Cardholder's first name.

1.10.14.1.2.4. Cardholders last name.

1.10.14.1.2.5. Cardholder address

1.10.14.1.2.6. Cardholder State ID or case number.

1.10.14.1.2.7. County or local office code number.

1.10.14.1.2.8. Retail name.

1.10.14.1.2.9. Retailer location.

1.10.14.1.2.10. Card acceptor ID.

1.10.14.1.2.11. FNS authorization number for SNAP claims.

1.10.14.1.2.12. Date the claim was received by the Contractor.

1.10.14.1.2.13. Reason for claim.

1.10.14.1.2.14. Status of claim (open/closed)

1.10.14.1.2.15. Disposition of the claim (approved/denied).

1.10.14.1.2.16. Initial dollar amount of the claim.

1.10.14.1.2.17. Adjustment transaction type (credit/debit).

1.10.14.1.2.18. Adjustment amount actually credited to or debited from the cardholder.

1.10.14.1.2.19. Program type (cash/snap).

1.10.14.1.2.20. Who initiated the claim (i.e. retailed, Contractor or State).

1.10.14.1.2.21. Date claim resolved by Contractor.

1.10.14.1.3. The State reserves the right to request all documentation associated with denied Adjustment Claims for either Program Type;

1.10.14.1.4. The State reserves the right to work with the Cardholder and Retailer/Acquirers to resolve human error Adjustment issues.

1.10.14.2. The Contractor must assist the State in resolving human error Adjustment issues.

1.10.14.3. The Contractor must provide Retailer notices for certain Adjustment actions and for research purposes. The State must approve the base language.

1.10.14.4. The State received approval from USDA-FNS for a waiver from the "Hold" provisions of the regulations. The Contractor must comply with USDA-FNS Regulations for SNAP transaction Adjustments and with the Quest Operating Rules for Cash transaction Adjustments. The Contractor Adjustment process must support the State's FNS Waivers, as referenced in NCS EBT RFP, Appendix I, containing FNS Waivers and QUEST Operating Rules. Additionally, if the State does not process under Quest, the Contractor must support the individual State Adjustment process for Cash. Federal regulations and the Quest Operating Rules provide requirements and coverage for Adjustments specifically related to system errors. Adjustments made by the Contractor must cause funds to be moved either to or from the Cardholder's EBT Account and must not adversely impact daily Settlement.

1.10.14.5. The Contractor may, as referenced in NCS EBT RFP Contractor Technical Proposal, Section 4.2.2, Host and Transaction Processing - SNAP and WIC Benefits; make adjustments to correct system errors that may result in debits or credit to cardholder accounts and may impact the daily settlement. The Contractor must act upon retailer-initiated adjustments no later than ten (10) business days from the original date of error, with six (6) business days allotted for retailed/acquirer and four (4) business days allocated for the Contractor to report, approve, and/or deny and process a correction request.

1.10.14.5.1. An Adjustment Claim request for a Cash or SNAP benefit transaction may be initiated by the Cardholder/Issuer/State Agency or the Retailer/Acquirer to resolve errors and out-of-balance situations that occur as a result of a system error. The Contractor must adjust Cardholder accounts to correct auditable, out-of-balance Settlement conditions that result from a system error. A system error is defined as an error resulting from a malfunction at any point in the redemption process: from the system host computer to the Switch, to the Third-Party Processors, to a store's host computer or POS device. The Adjustment transaction must reference the original transaction that is completely or partially erroneous. The Contractor must provide data regarding the Adjustment transaction as required by the State. The Contractor must accurately process the Adjustment transaction and reflect the results correctly in the Cardholder's account. USDA-FNS requirements for handling SNAP transaction Adjustments are found at CFR 274.2(g)(2).

1.10.15. Restrictive Interchange Transactions – as referenced in NCS EBT RFP Contractor Technical Proposal, Section 4.2.2.5, Restrictive Interchange Transactions - SNAP and WIC Benefits

1.10.15.1. Per New Hampshire law (RSA 167:7-b, Prohibited Use of Electronic Benefit Transfer Cards), the following restrictions are required:

1.10.15.1.1. Business establishments that primarily engage in the practice of body piercing, branding or tattooing;

1.10.15.1.2. Cigar stores and stands, pipe stores, smoke shops and tobacco shops; and

1.10.15.1.3. Recreational Marijuana dispensaries.

1.10.15.2. Cash transactions are restricted, as follows:

1.10.15.2.1. At all ATMs within close proximity of any restricted locations, which have been identified by the EBT Processor, and approved by the State;

1.10.15.2.2. By the following Merchant Category Codes (MCC):

1.10.15.2.2.1. MCC 7995 for gaming establishments;

1.10.15.2.2.2. MCC 7273 or 7297 for adult entertainment establishments;

1.10.15.2.2.3. MCC 7299 for business establishments that primarily engage in the practice of body piercing, branding, or tattooing;

1.10.15.2.2.4. MCC 5993 for cigar stores and stands, pipe stores, smoke shops and tobacco shops;

1.10.16. Card Authentication Value Validation – as referenced in NCS EBT RFP Contractor Technical Proposal, Section 4.2.2.2, Card Authentication Value Validation - SNAP and WIC Benefits

1.10.16.1. The Contractor must complete card authentication value validation.

1.11. <u>Transaction Processing for WIC</u> – as referenced in NCS EBT RFP Contractor Technical Proposal - FIS ebtEDGE - **WIC Benefits**

1.11.1. The Contractor must support at minimum the following WIC transaction types:

1.11.1.1. WIC Purchase – authorized or rejected; this transaction is used to submit WIC items for redemptions against the cardholder account. This transaction supports the purchase of CVB items.

1.11.1.2. Benefit/balance inquiry – this transaction type is used when a user requests a WIC balance inquiry .

1.11.1.3. Void/Cancellation – this transaction may be selected by the cashier to explicitly cancel the effects of the previous purchase transaction or to remove an item from the purchase transaction which is in progress.

1.11.1.4. Reversal – the POS or cash register system (CRS) will automatically submit a purchase reversal transaction for previous purchase requests where the POS or CRS did not receive a response within a configurable timeout period.

1.11.2. The Contractor must supply POS terminal visual verification, which must meet:

1.11.2.1. ISO 8583 message formats.

1.11.2.2. Quest Operating Rules.

1.11.2.3. All State security requirements.

1.11.2.4. Minimum card and terminal requirements.

1.11.2.5. Minimum transaction set.

1.11.2.6. Transaction messages to alert the cardholder of:

1.11.2.6.1. Insufficient funds.

1.11.2.6.2. Incorrect PIN.

1.11.2.6.3. Inactive card.

1.11.3. The Contractor must ensure all WIC systems must, as referenced in NCS EBT RFP Contractor Technical Proposal, Section 8.24.2, Transaction Communications Security - WIC Benefits:

1.11.3.1. Provide controls to ensure that eWIC transaction communications are secure.

1.11.3.2. Process transactions only from vendors transmitted a valid vendor number or PIN selection devices.

1.11.3.3. Process files only from the WIC Management Information System, authorized WIC Vendors or their other designated agents authorized by the Department (e.g., corporate headquarters or Third Party Payers).

1.11.3.4. Validate messages or files for completeness, file and field formats and control and authentication measures.

1.11.3.5. PIN selection devices and stand-beside terminals shall ensure that PINs are encrypted at the point of entry and never transmitted in the clear (i.e., encrypted at rest and in transit).

1.11.3.6. Not select or assign a PIN for a cardholder, except when PIN mailers are used..

1.11.3.7. PIN pad encryption keys shall not be shared.

1.11.3.8. Test encryption keys to enable testing prior to WIC Vendor or Third-Party Payer certification.

1.12. Network Communications – Applicable to SNAP and WIC, as referenced in NCS EBT RFP Contractor Technical Proposal, Section 4.2.1.2.1, Batch and Online - **SNAP and WIC Benefits**

1.12.1. The Contractor must ensure the use of TCP/IP and Secure FTP as its two primary communications protocols. The State sends batch benefit and demographic files to the contractor on a daily basis. These files are sent via Secure FTP to the Contractor. The State also pulls batch files and reports from the Contractor via Secure FTP on a daily basis.

1.12.2. The Contractor must ensure a web based EBT administrative terminal in which benefit and demographic information can be manipulated by a unique user profile.

1.12.3. The Contractor must provide their own end-to-end connectivity to any non-web based Administrative terminal. The design and implementation will be decided during detail design. The State will work with the Contractor to ensure proper connectivity between the two systems and networks.

1.12.4. The Contractor must accept batch benefit and demographic files from the Department's WIC MIS Contractor on a daily basis at the time agreed upon by all parties. The files shall be shared via secure FTP.

1.12.5. The Contractor must provide their own end-to-end connectivity to any non-web based Administrative terminal. The design and implementation will be decided during detail design. The Contractor must collaborate with the State to ensure proper connectivity between the two systems and networks.

1.13. Network Communications for SNAP/Cash Benefits – as referenced in NCS EBT RFP Contractor Technical Proposal, Section 4.3.1.1, EBT Account Number Assignment - **SNAP Benefits**

1.13.1. Account Creation

1.13.1.1. The State's automated eligibility and case management system, New HEIGHTS, drives the creation of EBT accounts and the maintenance of those accounts, via nightly batch file transmission.

1.13.1.2. The State's New HEIGHTS system assigns a unique Recipient Identification Numbers (RID) for identification of individuals within the system. This number is labeled as the "Case Number" field and expected to be stored by the contractor for case identification in the batch file process.

1.13.1.3. The State's New HEIGHTS system transmits both Case/Cardholder Maintenance records, and Benefit Issuance records, via batch file. Each batch consists of a header, followed by multiple detail records, followed by a trailer record. If multiple batches are created by the State on the same day and with the same create time, the time for each new batch will need to be incremented by one minute. All alphanumeric fields will be left justified and right space filled.

1.13.1.4. The Contractor must provide database support to ensure all EBT Cards be purged from the EBT system simultaneously with the entire case, as the New HEIGHTS eligibility system does not have the capability to issue an initial EBT Card to an active case.

1.13.2. Account Maintenance – as referenced in NCS EBT RFP Contractor Technical Proposal, Section 4.3, Account Set-up, Account Maintenance and Benefit Authorization - SNAP Benefits

1.13.2.1. The Contractor must sweep dormant cases off the EBT System on a monthly basis, on the 24th of each month, and the deleted case

information files be batched to New HEIGHTS using existing file formats, described below. The State defines dormant cases, as follows:

1.13.2.1.1. Any case that has a zero balance for all programs, and no financial transactions or deposits for the previous 365 days.

1.13.2.1.2. Any case that has a zero balance for all programs and has expunged the last benefit authorization within 90 days or more, of the previous month's sweeps run.

1.13.2.2. The Contractor must ensure, as referenced in NCS EBT RFP Appendix D – New Hampshire State Appendix SNAP/Cash and WIC Programs, Section 4.3, Account Set up, Account Maintenance - SNAP Benefits; cases are modified using the Daily Case/Client Maintenance file. This file contains both known and unknown individuals to the EBT system. Existing EBT information should be applied to the EBT account and modify the appropriate fields while new EBT information should create a new EBT account using the record information and produce a new EBT card. The detail records for the Case/Client Maintenance records may have one of four formats, as described below.

Field Name	Format	Comments
Record Type	X(02)	Constant = "HC"
Agency Unique	X(15)	Area for agency discretionary data
Agency code	X(06)	Constant "NHDHHS" = New Hampshire Agency.
Maintenance type	X(16)	Constant "CASE/CLIENT" "CONVERSION"
File create date	9(08)	Required CCYYMMDD
File create time	9(04)	Required HHMM
Filler	X(125)	Field should be set to blanks.

Record Length = 176 bytes

Case/Client Maintenance Detail:

Field Name	Format	Comments
Refresh action	X(01)	Req uire d A - Add

		C - Change (changes are allowed on all fields except case number and client type)
Case Number	X(14)	Required
Client Type	X(02)	Required.
Case Worker ID	X(09)	Required
Local Office Code	X(03)	Required
Client First Name	X(15)	Required
Client Middle Initial	X(01)	Optional
Client Last Name	X(20)	Required
Street Address 1	X(30)	Required
Street Address 2	X(30)	Optional
City	X(20)	Required
State	X(02)	Required
ZIP Code	X(09)	Required
Birth date	X(08)	Required: Format CCYYMMDD
Social Security Number	X(09)	Optional
Issue Card	X(01)	Required: Y -Yes, N – No
Generate PIN	X(01)	Required: Y - Yes, N – No
Language Indicator	X(01)	Required: E = English (The State will hard code 'E')

Record Length = 176 bytes

1.13.2.3. This detail record format is used to add and change Case and Client information. On an Add request, if the case does not exist in the EBT database, a case record will be generated. All fields identified above as required are required and will include details. If an Add record is received for a client already on the EBT database, the add will be rejected and the EBT database will not be modified.

1.13.2.4. The client type is established at the time the case is created. The client types are mutually exclusive within each of their respective client types. This means that there can only be one primary on the case, as well as only one alternate per benefit class, meaning there can only be 1 alternate for Cash and 1 for SNAP on a single case. This Alternate can be the same individual or two different individuals. The following is a list of the Client Type Codes that are used to differentiate the primary cardholder (primary payee) from the alternate cardholder, and to determine access to benefits:

1.13.2.4.1. P - Primary payee for both cash and SNAP assistance;

1.13.2.4.2. PC - Primary payee for cash only;

1.13.2.4.3. PF - Primary payee for SNAP only;

1.13.2.4.4. 1C – First Alternate for Cash only;

1.13.2.4.5. 1F – First Alternate for SNAP only;

1.13.2.4.6. 1B - Alternate for SNAP and cash;

1.13.2.4.7. 2C – Second Alternate for Cash only; and

1.13.2.4.8. 2F - Second Alternate for SNAP only.

1.13.2.5. When any alternate is added to a case, the issue card field will have a "Y" in the comments section, however the State requires the contractor to block the issuance of the alternate's EBT Card and return an error message in the Batch Refresh file/Batch Exception Reporting for each alternate EBT card record that is blocked. The alternate's EBT Card can then be manually issued, via the Administrative Terminal, as needed (see Section 1.17 Authorized Representatives and Authorized Payees for more information on regarding this process).

1.13.2.6. If the Primary client on the case is not to have access to any benefits on the case, the State will send the Primary client add request with the Issue Card and Generate PIN flags set to 'N.' This will establish the client on the database but not issue them a card. If the Primary has already been issued a card and the State decides to terminate that primary's access to the benefits, the State would change the status of the card manually via the Administrative Terminal.

1.13.2.7. On a Change request, the State will send details in all fields. The EBT system will only change fields that have actually changed value. Fields that are optional can be blanked out by sending a Change request with the field to be blanked out filled with asterisks (*).

1.13.2.8. This file is not used to re-issue EBT cards on existing cases. The State currently does not do Card Re-issue through batch. All card re-issuance is done via the Administrative Terminal.

Case/Client Type Maintenance

Field Name	Format	Comments
Refresh Action	X(01)	Describes action required on this update: P Client Type (benefit payee) change
Case Number	X(14)	Required
Old Client Type	X(02)	Required
New Client Type	X(02)	Required
Filler	X(157)	Field should be set to blanks.

Record Length = 176 Bytes

Usage Notes:

1.13.2.9. This record format is used to change the Client Type for a payee on the EBT database. Changing the Client Type allows the State to have different payees for Cash and Food Stamp benefits. Future benefits issued to the payees need to have the correct Client Type associated with the benefit being issued. If the State attempts to change the Client Type to a

Type that has already been assigned to another client on the case, the request will be rejected.

Case/Client Maintenance (Deactivate client)

Field Name	Format	Comments
Refresh action	X(01)	Required. D - Deactivate.
Case Number	X(14)	Required
Client Type	X(02)	Required. See Page 10 for values
Status Card	X(01)	Required. Y - Yes, N - No.
Filler	X(158)	Field should be set to blanks.

Record Length = 176 Bytes

Usage Notes:

1.13.2.10. This record format is only used to deactivate/delete an alternate from the case. The 'Status Card' indicator gives the State the ability to deactivate the card with this file in addition to deleting the alternate. Once the alternate is deleted any future benefits added to the account will not be accessible to the deleted alternate. The alternate will still be able to access existing benefits to which their card is linked. If the State wishes to terminate access to all benefits immediately for the alternate, they will set the 'Status Card' flag to 'Y'. This action would status the card as 'Deactivated/Canceled.'

1.13.2.10.1. A Primary client can never be deleted from a case.

Case/Client Type Maintenance

Field Name	**Format**	**Comments**
Record type	X(02)	Constant = "TC"
Total Detail Records	9(09)	Required, total number of detail records
Number of Adds	9(09)	Required, count of add records
Number of Changes	9(09)	Required, count of change records
Number of Case Number Changes	9(09)	Required, count of case number change Records
Number of Client Type Changes	9(09)	Required, count of client type change records
Number of Deletes	9(09)	Required, count of delete records
Filler	X(120)	Field should be set to blanks.

Record length = 176 bytes

1.14. Benefit Issuance – SNAP Program

1.14.1. The Contractor must ensure benefits are issued and cancelled in the EBT databases using the Benefit Batch Maintenance File. The Authorization Number is required to be unique, and once a benefit has been canceled, the Authorization Number cannot be reused.

1.14.2. The Contractor must ensure the benefits will be available to the clients at 06:00 PM ET on the benefit available date.

Benefit Batch Maintenance

Field Name	Format	Comments
Record Type	X(02)	Constant = "HB"
Agency Unique	X(15)	Area for agency discretionary data. It is not used for any processing but may appear on reports.
Agency code	X(06)	Constant "NHDHHS' = New Hampshire Agency
Maintenance type	X(16)	This field is edited for valid values and identifies the maintenance type on the Batch Refresh Exception Reports and Summary Report. Valid values are: "CASH DAILY" "CASH SEMI-MONTHLY" 'FS DAILY" FS MONTHLY"
File create date	9(08)	Required CCYYMMDD
File create time	9(04)	Required HHMM
Filler	X(29)	Field should be set to blanks.

Record Length = 80 bytes

Benefit Batch Maintenance Detail

Field Name	Format	Comments
Refresh action	X(01)	Describes action required on this update: A – Add D – Cancel benefit (once a benefit has been canceled, it cannot be reactivated)
Case Number	X(14)	Required
Benefit Type	X(06)	Required
Auth Number	X(10)	Required
Auth Amount	9(05)v99	Required
Benefit available date	9(08)	Required CCYYMMDD, this is the date that the benefit will be available to the client
Benefit available time	9(04)	Required HHMM, this is the time that the benefit will be available to the client
Local Office Code	X(03)	New Hampshire Local Office code
Benefit Status	X(01)	A = Active
Filler	X(26)	Field should be set to blanks

Record Length = 80 bytes

1.14.3. This record format is used to add and cancel benefit authorizations. A benefit can only be canceled prior to the availability date. Once a benefit is canceled, it cannot be changed back to an active status.

Benefit Batch Maintenance

Field Name	Format	Comments
Record Type	X(02)	Constant = "TB"
Total Detail Records	9(09)	Required, total number of detail records
Number of Adds	9(09)	Required, count of add records
Number of Deletes	9(09)	Required, count of benefits canceled
Amount of adds	9(09)v99	Value of add records in the batch
File create date	9(09)	Required CCYYMDD
File create time	9(04)	Required HHMM
Filler	X(28)	Field should be set to blanks

Record Length = 80 bytes

1.15. Batch Refresh – SNAP Program

1.15.1. The Contractor must ensure the five (5) batch refresh files, one for each batch file the State sends, is transmitted to the State in the same order they were received by the EBT Processor and contain similar field descriptions as the State's files. See table of required batch error codes below.

Batch Error Code Breakdown Report & Summary EBTMS205-1/2:

ERROR DESCRIPTION
FIELD CONTAINS NO VALUE
DATA VALUE NOT NUMERIC
INVALID FIELD VALUE
AMT DOES NOT MATCH TOTAL
CNT DOES NOT MATCH TOTAL
MONTH IS INVALID
DAY IS INVALID
TIME IS SPACES
TIME IS NOT NUMERIC
HOUR IS INVALID
MINUTES IS INVALID
TRAILER & HEADER DIFFER
YEAR IS INVALID
CENTURY IS INVALID
DATE IS ZEROS
BENEFIT ALREADY EXISTS
BENEFIT IS CANCELED

BENEFIT NOT FOUND
BENEFIT ALREADY CANCELED
CASE NUMBER NOT FOUND
CASE STATUS NOT ACTIVE
CASE NUMBER ALREADY EXISTS
CASE NUMBER SPACES
CASE NUMBER ZEROES
CLIENT ALREADY EXISTS
CLIENT NOT FOUND
CLIENT NOT ACTIVE
PRIMARY ALREADY EXISTS
ALTERNATE ALREADY EXISTS
CARD ALREADY EXISTS
CARD NUMBER NOT FOUND
CARD STATUS NOT A OR IA
CARD ORDER PAN ALREADY EXISTS
CLIENT ADDRESS NOT FOUND
AUTH NUMBER IS ZEROS
AUTH NUMBER IS SPACES
AUTH AMOUNT NOT NUMERIC
AUTH AMOUNT IS ZEROES
AVAIL BENE DT IS BLANK
AVAIL BENE DT IS ZEROS
AVAIL BENE DT IS INVALID
AVAILABLE DATE TOO OLD
FUTURE DATE > THAN ALLOWED
BENEFIT NOT FOUND
AMOUNT ON HOLD ERROR
NEW CASE NUMBER IS SPACES
NEW CASE NUMBER IS ZEROES
NEW CASE IS SAME AS OLD CASE
NEW TYPE SAME AS OLD TYPE
CAN'T CHANGE PRIMARY TO ALT
CAN'T CHANGE ALT TO PRIMARY
ALT 2 ALREADY EXISTS
ALT 1 ALREADY EXISTS
NEW CLIENT TYPE IS SPACES
NEW CLIENT TYPE INVALID

CLIENT TYPE IS SPACES
CAN NOT DELETE PRIMARY CLIENT
CLIENT TYPE IS INVALID
STATUS CARD NOT Y OR N
FIRST NAME IS SPACES
FIRST NAME IS NUMERIC
MIDDLE NAME IS NUMERIC
LAST NAME IS SPACES
LAST NAME IS NUMERIC
CASE WORKER ID IS SPACES
CLIENT STREET ADDRESS IS SPACES
CLIENT CITY ADDRESS IS SPACES
CLIENT STATE ADDRESS IS SPACES
CLIENT ZIP CODE IS SPACES
BIRTHDAY IS BLANK
BIRTHDAY ALL ZEROS
INVALID BIRTHDAY
ISSUE CARD NOT Y/N
GENERATE PIN NOT Y/N
LANGUAGE NOT VALID
ACTIVE CLIENT NOT FOUND
MULTIPLE CLIENTS FOUND
NEW CLIENT TYPE EXISTS
INVALID FUNCTION

1.16. Card Order File – SNAP Program

1.16.1. The Contractor must make the card order file available to the State each calendar day by 7:45AM. The Contractor creates the file using data from the following sources. 1. The add records from the Daily Case/Client Maintenance file and 2. Card requests made via the EBT administrative terminal.

Vendor File Header

Field Name	Format	Comments
Filler	PIC 9(2)	Value 1
Vendr-header-seq-no	PIC 9(6)	Value 000001
Filler	PIC X(18)	Value Spaces

Vendr-Issuer-Name	PIC X(30)	Value 'National Embossing Corp'
Vendr-Setdate-MM	PIC XX	Value Spaces
Vendr-Setdate-DD	PIC XX	Value Spaces
Vendr-Setdate-YYYY	PIC X(4)	Value Spaces
Vendr-Photo-ind	PIC X	Y will indicate a photo card N will indicate no photo
Vendr-file-type	PIC X(3)	PIN will indicate PIN mailer File CRD will indicate card/training file EXP will indicate expedited PIN mailer file EXC will indicate expedited card/training file
Vendr-state	PIC X(2)	State code
Filler	PIC X(430)	Value Spaces

Vendor File

Field Name	Format	Comments
Filler	PIC 9(2)	Value 0
Vendr-header-seq-no	PIC 9(6)	Value Zeros detail card record sequence Number
Vendr-inst-id2	PiC X(8)	Value not used Spaces
Vender- branch-12	PIC X(5)	Value not used Spaces
Vendr-branch-22	PIC X (5)	Value Spaces not used
Vendr-pan	PIC X (19)	Value spaces PAN number
Vendr-dda	PIC X (19)	Value not used spaces
Vendr-SAN	PIC X(19)	Value Spaces not used
Vendr-mailing-Name 1	PIC X (30)	Value Spaces Card holder name field
Vendr-mailing –Name2	PIC X (30)	Value Spaces 2nd name field
Vendr-mailing-addr-1	PIC X (30)	Value Spaces street address field
Vendr-mailing-addr2		
Vendr-mailing-city2	PIC X (19)	Value Spaces

Vendr-mailing-state2	PIC X (2)	Value Spaces
Vendr-mailing-zip2	PIC X (9)	Value Spaces Second address field if needed. If there is a second address field then it would reside here. If there is no second address then the city- state and zip would reside here.
Vendr-cust-name1	PICX(26)	Value Spaces
Vendr-cust-name2	PIC X (26)	Value Spaces
Vendr-trk1-name2	PIC X (26)	Value Spaces
Vendr-trk1-name2	PIC X (26)	Value Spaces
Vendr-order-status	PIC 9	Value Zeros Indicates if it is a new or reissued card 0 (zero) for New Issue 1 for re-issue
Vendr-produce-card	PIC 9	Value Zeros 0 (zero) for training material only on benefit add 1 produce card and training material on benefit add
Vendr-card-carrier-ind	PIC 9	Value Zeros
Vendr-PIN-generate-IND	PIC 9	This field only used on PIN select records. Field will be zero on training and card records No PIN 0 (zero) Generate PIN 1 Customer Selected PIN 2 Recalculate Customer Selected Pin 3
Vendr-num-cards	PIC 9	Value Zeros Total number of cards to be produced
Vendr-card1-plastic-no	PIC 9	Value Zeros Hard coded in program as 1
Vendr-Card2-plastic-no	PIC 9	Value Zeros Hard coded in program as zero
Vendr-exp-date	PIC X(4)	Value Spaces Hard coded to 4912
Vendr-withdraw-limit	PIC X (4)	Value Space not used
Vendr-encrypted-pin		
Vendr-pin-offset	PIC X(12)	Value Space

Vendr-offset-filler	PIC X (04)	Value Space Will hold either a PIN offset or encrypted PIN depending on type of pin encoding used.
Vendr-city	PIC X (5)	Value Spaces County Code
Vendr-case	PIC X (14)	Value Spaces Card holders case number
Vendr-language	PIC X	Value Spaces Used to indicate the type of language to be used on training material. E- English S-Spanish C-Creole
Vendr-orig-date		
Vendr-orig-date-MM	PIC X (2)	Value Spaces
Vendr-orig-date-YY	PIC X(2)	Value Spaces Not used
Vendr-SSN	PIC X (9)	Value Spaces Card holder social security numbers
Vendr-generation-id	PIC X (5)	Value Spaces Hard coded in the program as 01
Vendr-zip-bar-code	PIC X(9)	Value Spaces Address zip code
Vendr-zip-service-code	PIC X(3)	Value Spaces Hard coded in program as 120
Vendr-pin-val-key-idx	PIC X	Value Spaces Not used
Vendr-pin-ver-value	PIC X (4)	Value Spaces Not used
Vendr-crd-ver-value	PIC X (3)	Value spaces CVV Value
Vendr-expedite-order	PIC X	Value spaces Used only on an expedited order, and will be set to a 'Y'. Otherwise it will be 'N'
Vendr-expedite-fee	PIC 9(4)v9(2)	Value Zero Will only be used on an expedite order, and will contain the fee associated with an expedite order. Otherwise, it will be zero.
Vendr-pri-card-cnt	PIC 9(2)	Value Zero Hard coded in program as 01

Vendr-sec-card-cnt	PIC 9(2)	Value Zero Hard coded in program as 01
Vendr-training-ind	PIC X	Value Spaces Will indicate what type of training material to send out No training material N State training material S Federal training material F WIC training material W
Vendr-drop-ship-cd	PIC X (5)	Value Spaces Currently set up to have county code moved to it as an indicator for drop ship
Filler	PIC X (57)	Value Spaces

Vendor File

Field Name	Format	Comments
Filler	PIC 9(2)	Value 9
Vendrtot-file-records	PIC 9(6)	Value zero Total number of records on file
Vendr-production-EOF	PIC 9(18)	Value Zeros Not used
Vendr-tot-inst-hdrs	PIC9(5)	Value Zero Not used
Filler	PIC X(469)	Value spaces

1.17. History Extract – as referenced in NCS EBT RFP Appendix D – New Hampshire State Appendix SNAP/Cash and WIC Programs, Section 4.3, Account Set up, Account Maintenance - **SNAP Benefits**

1.17.1. The Contractor must work with the State to ensure that the State receives the required EBT History Extract information in an electronic file (EBT History Extract File) for processing. The following is a description of the current EBT History Extract File. The EBT History Extract File is mission critical to the State of New Hampshire's settlement process and Enterprise Data Warehouse.

1.17.2. On a daily basis, the State of New Hampshire pulls an extract file of all financial activity-taking place against the benefit authorizations on the EBT Database. The file consists of a header record followed by multiple detail records, followed by a trailer record, and ending with Program Summary Records. Each transaction against a given benefit for the reporting category (i.e., Client initiated transactions) will be detailed. System or State generated transactions that affect the entire benefit are reported uniquely. An update type field indicates whether the update is a debit (withdrawals) or credit (additions)

to the benefit. The reporting categories that will be supported for New Hampshire are:

1.17.2.1. CL - Client initiated transactions

1.17.2.2. CN - Benefit Cancellation from a Batch Maintenance File

1.17.2.3. CT - Benefit Cancellation from an Administrative Terminal

1.17.2.4. CO - Food Stamp Conversion

1.17.2.5. AU - Authorization Added from a Batch Maintenance File

1.17.2.6. AT - Authorization Added from an Administrative Terminal

1.17.2.7. AG - Aged Benefit

1.17.2.8. AD - Adjustment

1.17.2.9. RC - Repayment of Claim

1.17.3. The Program Summary records state the outstanding liability for authorizations by benefit type on the EBT database.

1.17.4. Following is the layout of the History Extract File:

Field Name	Format	Comments
Record Type	X(02)	Constant = "EH"
Agency code	X(06)	Constant "NHDHHS" = New Hampshire Agency.
File type	X(16)	Constant "HISTORYEXTRACT"
File create date	9(08)	Required CCYYMMDD
File create time	9(04)	Required HHMM
Activity Date	9(08)	Date of the activity that is contained in the file, regardless of when the program is run
Filler	X(171)	Field should be set to blanks.

Record Length = 215 bytes

1.17.4.1. The State will pull on a daily basis an extract file of all system activity. Each transmission will contain a header record followed by multiple detail records, followed by a trailer record. The last records on the file will be the "Program Summary Records." All alphanumeric fields will be left justified and right space filled.

Extract Daily History

Field Name	Format	Comments
Account Number	X(15)	Required
Case Number	X(14)	Required
Authorization Number	X(10)	Required
Update Type	X(02)	"DR" for debits (withdrawals), "CR" for

		credits (additions) to an authorization
Benefit type	X(06)	Required
Reporting Category	X(02)	CL = Client initiated transaction (includes reversals and returns) CN = Cancellation from Batch CT = Cancellation from Admin. Terminal CO = FS Conversion AU = Authorization from Batch AT = Authorization from Admin. Terminal AG = Aged AD = Adjustment RC = Repayment of Claim
Available Date	9(08)	Available Date of the Benefit: CCYYMMDD.
Available Balance	s9(7)v99	Amount of funds available to client after the transactions occurred
Transaction Amount	s9(7)v99	Each transaction amount impacting the benefit.
Transaction Date	9(08)	Reporting date of the agency. CCYYMMDD.
Transaction Time	9(04)	Time of the transactions HHMM.
PAN (Card Number)	X(19)	Optional.
Merchant FNS Number	9(07)	Optional. FNS Number where transaction occurred.
Card Acceptor ID	X(16)	Optional. Card Acceptor ID where transaction occurred.
Store Name	X(20)	Optional. Where transaction occurred.
Store Location	X(40)	Optional. Where transaction occurred. Contains: - Address - City - State - Country
Terminal ID	X(15)	Optional. Terminal where transaction occurred.
Local Office Code	X(03)	Local Office Code of case
Settlement Date	9(08)	Format CCYYMMDD

Record length = 215 bytes

1.17.4.2. This record is used to notify New Hampshire of daily activity against outstanding authorizations. Each transaction against a

given benefit for the reporting category (i.e., Client initiated transactions) will be detailed. The Settlement Date will be populated on settling transactions (Reporting Categories CL and AD. All alphanumeric fields will be left justified and right space filled.

Extract Daily History

Field Name	Format	Comments
Record Type	X(02)	Constant = "ET"
Number of Detail Records	9(08)	Total number of detail records on the file
Filler	X(205)	Field will be set to blanks

Record Length = 215 bytes

Usage Notes:

All alphanumeric fields will be left justified and right space filled.

Extract Daily History Program

Field Name	Format	Comments
Record Type	X(02)	Constant = "ES"
Benefit Type	X(06)	Values are as referenced in NCS EBT RFP Contractor Technical Proposal, Appendix A, Key Information (pgs. 37 & 38) and are incorporated herein by reference.
Beginning balance	s9(11)v9 9	Dollar amount for this program at the beginning of the processing cycle. This field will not reset to $0.00 at month end.
Ending Balance	s9(11)v9 9	Dollar amount for this program at the end of the processing cycle. This field will not reset to $0.00 at month end.
Accum Authorization Amount	s9(11)v9 9	Dollar amount of all authorizations for this program for the processing cycle
Accum Cancels Amount	s9(11)v9 9	Dollar amount of all cancels for this program for the processing cycle, this includes aging, food stamp conversions, and benefit cancellations
Accum Transaction Amount	s9(11)v9 9	Dollar amount of all client transactions performed against the benefit. This includes both credit and debit transactions
Filler	X(141)	Field should be set to blanks.

Record Length = 215 bytes

1.17.4.3. The summary records will always follow the trailer record on the file. All alphanumeric fields will be left justified and right space filled.

1.17.4.4. Aging Benefit

1.17.5. The Contractor must ensure benefits to be aged once a month. The benefit aging file is sent with a daily batch that includes other transaction files.

1.17.5.1. Benefit Aging Header

Field Name	Format	Comments
Record Type	X(02)	Constant = "AH"
Agency code	X(06)	Constant "NHDHHS" = New Hampshire Agency
File type	X(16)	Constant "AGINGEXTRACT"
File create date	9(08)	Required CCYYMMDD
File create time	9(04)	Required HHMM
Filler	X(44)	Field should be set to blanks.

Record Length = 80 bytes

1.17.5.2. On a monthly basis, New Hampshire pulls an extract file of all benefits with no activity within the configured aging periods. Each transmission will contain a header record followed by multiple detail records, followed by a trailer record. All alphanumeric fields will be left justified and right space filled.

Benefit Aging Detail

Field Name	Format	Comments
Case Number	X(14)	Required
Auth Number	X(10)	Required
Benefit Type	X(06)	Required
Auth Amount	9(05)v99	Required
Aging Indicator	X(01)	"1" = Aging Period 1 "2" = Aging Period 2 "3" = Aging Period 3 "4" = Aging Period 4
Benefit available date	9(08)	Required CCYYMMDD, this is the date that the benefit will be available to the client
Available balance	S9(5)v99	Amount of funds remaining on the benefit
Original auth amount	S9(5)v99	Original authorization amount
Filler	X(27)	Field should be set to blanks

Record Length = 80 bytes

1.17.5.3. All alphanumeric fields will be left justified and right space filled.

Benefit Aging

Field Name	Format	Comments
Record Type	X(02)	Constant = "AT"
Detail Records	9(08)	Total number of detail records

Filler	X(70)	Field should be set to blanks

Record Length = 80 bytes

1.17.6. Case/Client Delete

1.17.6.1. The Contractor must, on a monthly basis, send the State a file containing those dormant accounts that have been deleted from the EBT System. Once an account has been deleted from the EBT system, the State will send a client/case maintenance "Add" file, if needed, to add the account back to the EBT system.

Case/Client Delete Header

Field Name	Format	Comments
Record Type	X(2)	Constant = HC
Agency Code	X(6)	Constant = NHDHHS
File Description	X(16)	Constant = CASE/CLIENT DELS
File Create Date	9(8)	CCYYMMDD
File Create Time	9(4)	HHMM
Filler	X(44)	Field will be set to blanks.

Record length: 80 bytes

Case/Client Delete Detail

Field Name	Format	Comments
Case Number	X(14)	Required
Client Type	X(2)	Required Valid Values: P PC PF 1C 1F 1B 2C 2F
Local Office Code	X(3)	Required
Client First Name	X(15)	Required
Client Middle Initial	X(1)	Optional
Client Last Name	X(20)	Required
Client Delete Date	9(8)	Required CCYYMMDD
Filler	X(17)	Field will be set to blanks.

Record length: 80 bytes

Case/Client Delete Trailer

Field Name	Format	Comments
Record Type	X(2)	Constant = TC
Total Detail Records	9(9)	Required Total number of detail records
Filler	X(69)	Field will be set to blanks.

Record length: 80 bytes

1.18. Batch – as referenced in NCS EBT RFP Appendix D – New Hampshire State Appendix SNAP/Cash and WIC Programs, Section 4.3.1.4, Batch Processing - **S**

1.18.1. New HEIGHTS only transmits batch files on State defined business days, although the system is typically operational seven (7) days a week, meaning batch files can be transmitted to New HEIGHTS any day of the week. When the nightly batch is run, five files are generated and sent via Secure FTP to the EBT Contractor, however not all files may contain values. These files are transmitted in the following order:

1.18.1.1. Daily Case/Client Maintenance (DLYCASE)

1.18.1.2. Daily Food Stamp Benefits (DLYFSBKP)

1.18.1.3. Daily Cash Benefits (DLYCABKP)

1.18.1.4. Monthly Food Stamp Benefits (EOMMFBKP)

1.18.1.5. Monthly Cash Benefits (EOMMCBKP)

1.18.2. The Contractor must provide batch exemption reporting to be transmitted back to the State in the order it is received.

1.18.3. The table below provides an overview of the files sent from New HEIGHTS, and schedule times are in EST:

Description	New HEIGHTS file	FTP file	Execution Schedule
Send Daily Case/Client Maintenance	PNHEIGHT.PROD.DATA.NBI256FE	NHSTP.P100.DLYCASE	7:30 – 10 PM (working days)
Send Daily Cash Benefits	PNHEIGHT.PROD.DATA.NBI250FC	NHSTP.P100.DLYCABKP	7:30 – 10 PM (working days)
Send Daily SNAP (Food Stamp) Benefits	PNHEIGHT.PROD.DATA.NBI250FA	NHSTP.P100.DLYFSBKP	7:30 – 10 PM (working days)
Send Monthly Cash Benefits	PNHEIGHT.PROD.DATA.NBI250FD	NHSTP.P100.EOMMCBKP	7:30 – 10 PM (semi-monthly)
Send Monthly SNAP (Food Stamp) Benefits	PNHEIGHT.PROD.DATA.NBI250FB	NHSTP.P100.EOMMFBKP	7:30 – 10 PM (monthly)

1.18.4. The table below provides an overview of the files pulled into New HEIGHTS:

Description	New HEIGHTS file	FTP file	Execution Schedule
Pulls and processes EBT History Extract Validation and Settlement Reporting	PNHEIGHT.PROD.DATA.HISTEXTR	NHSTP.P100.EBTSTAG.HISTEXTR	6 AM (7 days a week)
Pulls EBT Daily Report and posts to the Browser reporting model	PNHEIGHT.PROD.DATA.DAILYRPT	NHSTP.P100.EBTSTAG.DAILYRPT	6 AM (7 days a week)
Pulls EBT Batch Reports and posts to Browser reporting model	Creates 5 versions of PNHEIGHT.PROD.DATA.BATCHRPT	Latest 5 versions of NHSTP.P100.EBTSTAG.BATCHRPT	6 AM (7 days a week)
Copies and posts EBT Card Order File to LAN for EBT Card Production Application and produce EBT Card Reconciliation Report	PNHEIGHT.PROD.DATA.CARDORDR	NHSTP.P100.EBTSTAG.CARDORDR	7:45 AM (7 days a week)
Pulled daily, but file contains data monthly. Stale Dated Benefits file to apply updates to Benefit Issuance tables	PNHEIGHT.PROD.DATA.NBI240FA	NHSTP.P100.DATA.NBI240FA	9 - 10:30 PM (working days)
Pulled daily, but file contains data monthly. Account Deactivations file to maintain consistent EBT case status (exists versus new)	PNHEIGHT.PROD.DATA.NBI610FA .TEMP	NHSTP.P100.DATA.NBI610FA	7:30 - 9 PM (working days)

Pulls EBT Monthly report and posts to Browser reporting model	PNHEIGHT.PROD.DATA.MONTHRPT	NHSTP.P100.EBTSTAG.MONTHRPT	8:30 - 10 PM (monthly)
Pulls and processes Benefit Aging file to generate BI0008 letters (Monthly)	PNHEIGHT.PROD.DATA.BENAGING	NHSTP.P100.EBTSTAG.BENAGING	8:30 - 10 PM (monthly)

File Frequency and Average Volume Chart

File Name	File Frequency	Average Volume
Daily Case Maintenance	Daily	1082
Daily Food Stamp Benefit Issuance	Daily	172
Monthly Food Stamp Benefit Issuance	Daily	35799
Daily Cash Benefit Issuance	Daily	17
Semi-Monthly Cash Benefit Issuance	Daily	9468

1.18.5. The Contractor must provide the following flies to the State:

File Frequency and Average Volume Chart From EBT

File Name	File Frequency	Average Volume
Batch Refresh for Daily Case Maintenance	Daily	1
Batch Refresh for Daily Food Stamp Benefit Issuance	Daily	1
Batch Refresh for Monthly Food Stamp Benefit Issuance	Daily	1
Batch Refresh for Daily Cash Benefit Issuance	Daily	1
Batch Refresh for Semi-Monthly Cash Benefit Issuance	Daily	1
Card Order File	Daily	1
History Extract File	Daily	Varies
Reports Package	Daily	Varies

1.19. **Real Time** – as referenced in NCS EBT RFP Appendix D – New Hampshire State Appendix SNAP/Cash and WIC Programs, Section 4.3.1.5, Real-Time - **SNAP and WIC Benefits**

1.19.1. The Contractor must process the records, perform all edits, complete all set-up and maintenance processes, and reflect changes by times required in the Exhibit G - Performance Standards. The State may also transmit account set-up and maintenance records (including at a minimum, benefit, demographic updates and card updates) and request account balance inquires via an on-line host-to-host or client-to-host link, using a transfer protocol of its choosing. Where required by the State on an ongoing basis, the Contractor must receive and process such records 24 hours per day, seven days per week.

1.19.2. The Contractor must provide real-time on-line host-to-host or client-to-host transmission of account set-up and maintenance information may also be required in disaster circumstances.

1.19.3. The Contractor, in consultation with the State, must designate standard daily cutoff times for the host EBT Business Day, and also for the primary Settlement Switch (first line Switch to TPPs, ATM Networks, directly connected Retailers and/or EBT-only Acquirer if separate, etc.) day. The 24-hour period between the Contractor's host cutoff time on Day 1 and Day 2 constitutes the host EBT Business Day. The cutoff time will be specified in the State Specific Appendices to ensure that all on-line (administrative, host-to-host, etc.) issuances, repayments and settling transactions (card fees) are reflected in the proper day's reports. The 24-hour period between the primary Settlement Switch cutoff time on Day 1 and Day 2 constitutes the Settlement Switch Day. The specified cutoff time must allow the Contractor sufficient time to originate ACH payments for next day Settlement. It is also preferred that the host EBT Business Day cutoff coincide as closely as possible with the Settlement Switch Day cutoff time.

1.20. **Authorized Representatives and Authorized** – as referenced in NCS EBT RFP Appendix D – New Hampshire State Appendix SNAP/Cash and WIC Programs, Section 4.3.1.6, Authorized Reps.... - **SNAP Benefits**.

1.20.1. The Contractor must ensure the State has the ability to send authorized representatives or payees (referred to in the system as alternates) with the Case/Client Maintenance files. The State allows the alternate two levels of access to the client's EBT account:

1.20.1.1. Be able to contact EBT Customer Service on the client's behalf; and

1.20.1.2. To contact EBT Customer Service on the client's behalf, as well as have an EBT Card issued to the alternate, with the alternate's name on the EBT Card.

1.20.1.3. To allow for these two levels of access, the Contractor must accept the alternate's add record but block the issuance of the alternate's EBT Card. Alternates are reviewed on a case-by-

case basis, and EBT Cards are added for the alternate, as needed, via the Administrative Terminal.

1.21. Emergency Reimbursement Plan Procedures – as referenced in NCS EBT RFP Contractor Technical Proposal, Section 6, Settlement and Reconciliation - **SNAP and WIC Benefits**

1.21.1. The Contractor must coordinate emergency procedures with the State to direct any local district funds, otherwise payable by the State to the local district including but not limited to advances, for welfare-related programs to a specific account established by the Contractor to receive such funds. The intent of these procedures is to maintain program integrity in the event that a local district experiences an unexpected short-term problem in funding its program obligations. In this situation, the Emergency Reimbursement Plan will provide a fail-safe to debit monies owed to EBT Issuers.

1.22. On-Line Cardholder Account Set-up and Benefit Issuance – as referenced in NCS EBT RFP Contractor Technical Proposal, Section 7.1.3.4, On-Line Cardholder Account - **SNAP Benefits**

1.22.1. In the event of a disaster, eligibility requirements for specific types of emergency assistance may be more liberal than those used for determining eligibility for benefits on a normal basis. The Contractor must have the ability to set up accounts for this new population quickly and provide them with emergency benefits These benefits are specifically targeted for disaster assistance and must be used within a certain number of days. Once an individual has been determined eligible, received a card and PIN, and has been assigned a unique State ID, the state must have the ability to add the Cardholder to the EBT host, issue benefits and link the EBT Account to a temporary EBT card with a pre-assigned PAN and PIN. This must be accomplished through online entry on the EBT administrative system using screens designed for disaster purposes only. Administrative data entry must be completed in real-time, such that the Cardholder may immediately access their benefits. Support for backup remote access to the EBT administrative system must be supported via a wireless Virtual Private Network (VPN) connection.

1.22.2. The Contractor must provide the State with 100,000 SNAP accounts in the Administrative terminal for use during a disaster. The accounts must have associated case numbers that are distinguished by the letter "D" as the first character, followed by 9 digits. In the event of an emergency, the State will add demographic and benefit information into these designated accounts, and issue EBT Cards at that time.

1.23. Administrative Functionality Core – as referenced in NCS EBT RFP Contractor Technical Proposal, Section 5.1.15, Administrative Functionality Core Reports - **SNAP Benefits**

1.23.1. The Contractor must distribute appropriate daily, weekly, and monthly reports/files to FNS and the State. FNS staff must have access to their own

set of security reports/files. The State must also have access to the entire set of administrative security reports/files. The distribution of reports/files must be in an electronic format, however the method for distribution of reports/files will be finalized during system design/development activities. The Contractor must also be able to support the retransmission of previously produced reports/files to the State or FNS as requested. The Contractor must support requests for two previous generations for monthly reports/files (i.e., last two months), and last thirty Business Days for daily reports/files. Categories of Contractor supplied reports/files have been identified and are described in the NCS EBT RFP, Appendix Q, Reporting Requirements. Although it is not expected that the formatting of the reports/files be duplicated, it is expected and required that the Contractor duplicate the data being presented. Each State will have approval rights over all reports/files being provided by the Contractor.

1.23.2. The State currently pulls a large number of reports based on Administrative Terminal activity. These reports are pulled both on a daily and monthly basis.

1.24. Timeframes for Settlement Switch Processing and Host EBT Business End of Day – as referenced in NCS EBT RFP Contractor Technical Proposal, Section 5.1.15, Administrative Functionality Core Reports - **SNAP Benefits**

1.24.1. The State's timeframe is consistent with the Northeast Coalition of States RFP. The current cut off for processing is 7:00 PM EST.

1.25. Benefit Aging and Expungement – as referenced in NCS EBT RFP Contractor Technical Proposal, Section 4.3.1.10, Benefit Aging and Expungement - **SNAP Benefits**

1.25.1. The Contractor must ensure the SNAP expungement process is consistent with core requirements described in this Agreement. Cash benefits must be expunged after ninety (90) consecutive days of inactivity.

1.26. Batch Exception Reporting – as referenced in NCS EBT RFP Contractor Technical Proposal, Section 4.3.2.2, Batch Exception Reporting - **SNAP Benefits**

1.26.1. The State of New Hampshire requires Batch Exception Reports be transmitted to the State in the order they are received, meaning the Client/Case Maintenance exception report are transmitted to the state first, followed by the Daily SNAP exception, Daily Cash exception, Monthly SNAP exception, and Monthly Cash exception.

1.26.2. The State requires at least the following exception messages, in response to the Client/Case Maintenance files and Benefit files:

1.26.2.1. Case Number Not Found – when a change or benefit file contains a case number that does not exist in the EBT system;

1.26.2.2. Active Client Not Found – when a change or benefit file contains a Client Type that is inconsistent with the Client Type for that case number;

1.26.2.3. Primary Already Exits – when an add file is sent that contains case number with a primary already assigned;

1.26.2.4. Alternate Already Exists - when an add file is sent that contains case number with the same alternate type already assigned

1.26.2.5. Client is Required for Benefit – when a benefit file contains a benefit type that neither a primary client or alternate is authorized to receive for that case number;

1.26.2.6. Benefit Already Exists – when a benefit file contains an authorization number that has already been assigned to a different benefit on the EBT System;

1.26.2.7. Benefit Not Found – when a benefit file contains a benefit to be cancelled, but the authorization number does not match the case number within that file; and

1.26.2.8. Alternate Card Not Issued – when an add file is sent for any alternate, thus the generation of that alternate's EBT Card was blocked.

1.26.3. The Contractor must maintain a centralized card database. The Contractor must provide a mechanism to purge card records per State specifications. The Contractor must retain an offline card archive of all card records purged for the life of this Agreement.

1.27. Database – as referenced in NCS EBT RFP Contractor Technical Proposal, Section 4.4.1.2, Database Support - **SNAP Benefits**

1.27.1. The State requires all EBT Cards be purged from the EBT system simultaneously with the entire case, as the New HEIGHTS eligibility system does not have the capability to issue an initial EBT Card to an active case. See section 4.3 for a description of account deletion requirements.

1.28. SUMMER SNAP EBT Program as referenced in NCS EBT RFP Contractor Technical Proposal, Section 4.2.1.3.12.

1.28.1. The Contractor shall engage with the State to provide a new SUMMER SNAP EBT Program (S-EBT) using the SNAP/Cash model. The State will issue separate EBT cards with a unique benefit type for S-EBT benefits. The State will utilize existing EBT demographic and benefit files for case/account set up, maintenance and benefit issuance. The S-EBT start dates and end dates are determined by the State each year and S-EBT benefits expire 122 days after initial issuance. The Contractor will work collaboratively with the State to define S-EBT Program implementation and services. S-EBT Implementation will be managed by the Change Order Process, and a Contract Amendment as agreed upon by the parties and approved by the NH Governor and Council.

1.29. WIC Retailer (WIC Vendor) – as referenced in NCS EBT RFP Contractor Technical Proposal, Section 8.18, WIC Retailer (WIC Vendor) Management - WIC Benefits

1.29.1. The Contractor shall work with the State to implement, per FNS operating rules, the technical, functional, and software requirements necessary to transition and enable WIC Retailers (WIC Vendors) to participate in the WIC EBT system in an on-line, integrated electronic cash register (ECR)/POS environment. To transition and support Retailers (WIC Vendors) that choose to acquire their own equipment and third-party processors, the Contractor shall provide interface specifications that would enable Retailers (WIC Vendors) and third-party terminal drivers to interface with the Contractor to process WIC EBT transactions.

2. TECHNICAL REQUIREMENTS - Applicable to both SNAP and WIC

2.1. The Contractor shall be responsible for meeting the Technical Requirements identified in Exhibit G, Attachment 1 - IT Requirements Workbook.

3. DELIVERABLE, ACTIVITY, OR MILESTONE - Applicable to both SNAP and WIC

3.1. The Contractor shall be responsible for meeting the Deliverables, Activities and/or Milestones identified in the Table: Activity/ Deliverables/ Milestones in Exhibit G, Attachment 1 - IT Requirements Workbook.

4. HELPDESK SUPPORT

4.1. **SNAP/Cash Program:** The Contractor must, as referenced in NCS EBT RFP Contractor Proposal, FIS ebtEDGE – SNAP; provide 24/7 helpdesk customer support to the State, SNAP, Cash Benefit and WIC recipients. The Contractor must provide:

4.1.1. EbtEDGE Mobile Application.

4.1.2. IVR. Cardholder Portal, and Mobile App functionality that gives a client the ability to:

4.1.2.1. Cancel a lost, stolen, or damaged EBT card.

4.1.2.2. Order a replacement EBT card upon variation of address in the system.

4.1.3. Cardholder Portal and Mobile app login using a self-selected user ID and password instead of card number and PIN, and:

4.1.3.1. Freeze/unfreeze their EBT card while they investigate if it is lost or stolen.

4.1.3.2. Dispute a transaction and view claim activity.

4.2. **WIC Program:**

4.2.1. Cardholder Help Desk, as referenced in NCS EBT RFP Contractor Proposal, Section 8, WIC EBT Requirements – WIC Benefits:

4.2.1.1. The Contractor must ensure the eWIC Cardholder Help Desk provides toll free cardholder customer services.

4.2.1.2. The Contractor must ensure the existing toll-free number is transferred and used upon transition.

4.2.1.3. The Contractor must ensure the toll-free number is transferred to the State's WIC program at the end of the Contract period.

4.2.1.4. The Contractor must ensure 24/7 Help Desk and IVR support is provided to WIC participants in the following languages at no additional cost:

4.2.1.4.1. English

4.2.1.4.2. Spanish

5. INTERFACES – as referenced in NCS EBT RFP Appendix D – New Hampshire State Appendix SNAP/Cash and WIC Programs, Section 4.3.1.3, File and Record Transmissions - **SNAP Benefits**

5.1. The Vendor shall interface with the State's New Heights system. The State requires that no change be made between the Contractor and State interface that would require a modification to the State system either programmatically, functionally, or in regard to hardware.

6. IMPLEMENTATION SERVICES - Applicable to both SNAP and WIC

6.1. The Contractor must employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work/Project Plan:

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

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

6.4. The Contractor shall adopt an Implementation timeline aligned with the Work/Project Plan, as specified in Exhibit G Attachment 1 - IT Requirements Workbook. The SNAP/Cash Project Plan and WIC Project Plan must be provided to the Department at the respective SNAP/Cash and WIC Project kick-off meetings, which must to occur no later than thirty (30) business days after the Contract effective date.

7. LIQUIDATED DAMAGES AND CORRECTIVE ACTION PLAN

7.1. The Contractor and the State agree that it will be impracticable and difficult to determine actual damages that the State will sustain in the event that the Contractor does not meet the Performance Standards and any such breach by the Contractor will delay and disrupt the State's operations and impact its ability to meet its obligations and lead to significant damages of an uncertain amount as well as a reduction of services. The Contractor and the State agree that the Contractor's failure to meet the required Performance Standards set forth in Exhibit H, Performance Standards/Benchmark Threshold Measurement/Liquidated Damages may result in the assessment of liquidated damages. The parties agree that the liquidated damages as specified are reasonable and fair.

7.2. Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies that may be available to the State. At its sole discretion, the State may temporarily provide the Contractor partial relief or exemption from one or more of the

liquidated damages in Exhibit H, Performance Standards/Benchmark Threshold Measurement/Liquidated Damages.

7.3. If the Contractor fails to achieve a Performance Standard set forth in Exhibit H, Performance Standards/Benchmark Threshold Measurement/Liquidated Damages of this agreement when not otherwise primarily caused by a Force Majeure event as set forth under the Agreement, the State, or a third party not under the control of the Contractor (excluding Subcontractors and suppliers of the Contractor), or by transmission errors not under the Contractor's control as measured by either Contractor's Compliance Report or the result of State monitoring as required under this Agreement, then the State in its sole reasonable discretion may:

a. assess liquidated damages and/or holdback in accordance with Exhibit H; and/or

b. require the Contractor to develop and implement a Corrective Action Plan (CAP) addressing such failure. If the State allows the Contractor to develop and implement a CAP, then the CAP must be delivered to the State within five (5) Business Days of a written request thereof, unless additional time is approved by the State. If the Contractor fails to deliver the CAP within five Business Days or within a mutually agreed upon time frame, a monthly hold back remedy will be assessed. If the correction is not resolved in the agreed upon time frame and no extension has been granted, the State, at its discretion, may invoke liquidated damages remedies per the schedules set forth in in Exhibit H.

7.4. Calculation of Liquidated Damages and Holdback Remedies

7.4.1. The Department at its discretion may impose liquidated damages and/or holdback remedies set forth in Exhibit H, Performance Standards/Benchmark Threshold Measurement/Liquidated Damages against a Contractor invoice for failure to meet the Performance Standards. These liquidated damages and holdback remedies may be deducted or withheld from payments due, or to become due, to Contractor; and may be assessed against Contractor's letter of credit or performance bond. Such withholding of funds may occur only after the State notifies the Contractor in writing of such a failure and the Contractor fails to cure such failure within 15 Business days. or a mutually agreed upon cure time frame based on the nature of the failure.

7.4.2. In no event shall the Contractor be obligated to pay liquidated damages or holdback of payment in excess of 30% the Contractor's total monthly invoice for all Services to the State in the applicable month.

7.4.3. The Contractor must provide oral and written electronic notification to the State of any critical incidents, issues, or problems including, but not limited to, system outages, or other emergency situations impacting client's access to benefit.

8. TRANSITION / CONVERSION / TESTING – Applicable to WIC Program only, as specified in NCS EBT RFP, Section 8.4.4; with guidance from Exhibit G, Attachment 4, WIC EBT Processor Conversion Framework.

8.1. The Contractor must provide a Project Plan that includes the transition of EBT Services from the incumbent Contractor, the transition with Third Party Processors, and Conversion of benefits, households, card, and history data. The Contractor must present

the WIC Program Project Plan at the WIC Program kick-off meeting to occur within 30 calendar days of the Contract Effective Date.

8.2. The Contractor will support the State during the conversion to upgrade to the latest 2022 WUMEI for EBT services upon FNS approval, and New Hampshire WIC's Management Information System (MIS) provider is ready in time for the Interface testing, user acceptance testing and conversion. If the State's MIS Provider is unable to meet the conversion timelines, the system will be converted using a mutually agreed upon WUMEI version and the upgrade to the 2022 WUMEI shall be performed at a later, mutually agreed upon date via the Change Request process.

8.3. Any transition from one processor to another will require the gateway Switch, if any, to Transition on the same cut over date as the EBT host processing.

8.4. Any system outage required to accommodate the Conversion must occur during a timeframe when impacts to the Retailer and cardholder community are minimized. State expects Conversion to occur at a time during the month when transaction processing is lowest and during non-peak hour. The Contractor must analyze monthly.

8.5. The Contractor must support the use of existing EBT cards throughout the Conversion process.

8.6. The Contractor must ensure the target date for conversion is not greater than 240 calendar days after the effective date of this Contract.

8.7. The Contractor must convert 180-days of New Hampshire WIC on-line transaction history from the current Contractor as referenced in the NCS EBT RFP Appendix D – New Hampshire State Appendix SNAP/Cash and WIC Programs.

8.8. The Contractor must perform comprehensive testing of the Conversion process, including performing a full range of test transactions against the converted databases, and provide reports on testing activities and results.

8.9. The Contractor must perform at least two (2) or more, at the State's option, simulated Conversion of the production database. Results from the simulated production Conversion will be used to validate the timing for the Conversion, to test a Conversion Checklist for inclusion of all required activities, and to validate Conversion balancing and reconciliation procedures. The Contractor will create and maintain the Conversion checklist. The Contractor must complete the majority of the Transition activities no later than 30 calendar days prior to the database Conversion.

8.10. The Contractor must, following the Conversion of the production database, perform test transactions to validate that PINs have been converted successfully and the cardholder benefits can be accessed through the EBT infrastructure.

8.11. The Contractor must work with the State to develop adequate methods of validating the Conversion to the Production database.

8.12. Upon termination of the Contract, the Contractor must work with the future EBT Contractor to ensure a timely and accurate Conversion of the 180-days of on-line transaction history, to be accomplished and completed at no additional cost to the State.

9. TESTING & ACCEPTANCE SERVICES – Applicable to SNAP Program only.

9.1. The Contractor must support the State and the Contractor Program staff to test and use the software solution. User acceptance testing signoff by the State must occur before go-live.

9.2. The Contractor shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. The Contractor must also provide training as necessary to the State staff responsible for test activities. The Contractor shall be responsible for all aspects of testing contained in the Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

9.3. The Contractor must convert the existing on-line history of the State. This process will continue to build onto the on-line history requirement defined in this contract. The NCS EBT RFP Appendix D – New Hampshire State Appendix SNAP/Cash and WIC Programs, outlines the number of days of on-line history that must be converted. Conversion must take place no later than 60 calendar days after the Contract effective date. The Contractor must complete a consecutive five-year daily on-line history of benefits and transactions be converted through the administrative system for each account.

9.4. The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for each Software function or module.

9.5. All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the software solution as a whole, (e.g., software modules or functions, and Implementation(s). This shall include planning, test scenario and script development, data and system preparation for testing, and execution of Unit Tests, System Integration Tests, Conversion Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, and support of the State during User Acceptance Test and Implementation.

9.6. The Contractor shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Contractor shall also correct Deficiencies and support required re-testing.

10. TRAINING

10.1. The Contractor must provide written State and clinic staff training and training materials to the State as needed or when requested by the State. The State and clinic staff training materials shall cover EBT system functionality as it applies to the job functions of State and clinic workers.

SNAP/Cash Training:

10.2. The Contractor must, as referenced in NCS EBT RFP Contractor Technical Proposal, Section 8.19.3, State and Clinic Training… - SNAP Benefits; provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements. Decisions regarding format, content, style, and presentation shall be

made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.

WIC Training:

10.3. The Contractor must, as referenced in NCS EBT RFP Appendix D – New Hampshire State Appendix SNAP/Cash and WIC Programs, Section 8.19.3, State and Clinic Training Materials - WIC Benefits; conduct one (1) in-person training session, during UAT, for WIC State Staff on the e-WIC solution; including administrative functionality, navigation, financials, redemption reporting, stand beside devices and problem resolution.

10.3.1. WIC Participant Training – NCS EBT RFP Contractor Technical Proposal, Section 8.19.1, WIC Participant Training Materials - WIC Benefits

10.3.1.1. Although the EBT Contractor shall not be responsible for direct WIC participant training, the EBT Contractor shall be required to work with the State to define their WIC training content.

10.3.1.2. The EBT Contractor shall be required to work with the State to define their WIC cardholder/participant training content.

10.3.1.3. Training content shall include but is not limited to:

10.3.1.3.1. WIC EBT transaction types including purchases and balance inquiries; Printing a shopping list;

10.3.1.3.2. Use of the EBT Card at the point-of-sale; Use and safeguarding of the card and PIN;

10.3.1.3.3. Card replacement and PIN change methods and procedures;

10.3.1.3.4. Guidance on reporting problems with the card or use and reporting a lost or -stolen EBT card;

10.3.1.3.5. Use of the transaction receipt to track remaining WIC benefits;

10.3.1.3.6. Use of the cardholder website, URL and website functions including toll free number to call if the cardholder is having a problem accessing the website;

10.3.1.3.7. Customer service functions, including the toll-free Customer Service help desk number; and

10.3.1.3.8. Written and digital participant training materials may, as dictated by the State, be required in English and Spanish.

10.3.1.3.9. Training materials shall be available through the cardholder portal.

10.3.1.3.10. Training materials must not require greater than a 6th grade reading level and meet ADA accessibility criteria.

11. MAINTENANCE, OPERATIONS AND SUPPORT – Applicable to both SNAP and WIC

11.1. **S[illegible] Maintenance**

11.1.1. The Contractor must maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. The Contractor must 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.

11.2. **System Support**

11.2.1. The Contractor must perform remote technical support in accordance with the Contract, including without limitation the requirements, terms, and conditions contained herein.

11.2.2. As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

11.2.2.1. Class A Deficiencies – The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support with remote diagnostic Services, within twenty four (24) business hours of a request;

11.2.2.2. Class B & C Deficiencies – The State shall notify the Contractor of such Deficiencies during regular Business Hours and the Contractor shall respond back within twenty-four (24) hours of notification of planned corrective action.

11.3. **Support Obligations – Applicable to both SNAP and WIC**

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

11.3.2. The Contractor must maintain a record of the activities related to Warranty repair or maintenance activities performed for the State;

11.3.3. For all maintenance activities, The Contractor must ensure the following information will be collected and maintained:

a. nature of the Deficiency;

b. current status of the Deficiency;

c. action plans, dates, and times;

d. expected and actual completion time;

e. Deficiency resolution information;

f. resolved by;

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

h. issue identified by.

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

a. mean time between Reported Deficiencies with the Software;

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

c. identification of repeat calls or repeat Software problems.

11.3.5. If the Contractor fails to correct a Deficiency, the Contractor must 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.

12. DATA PROTECTION

12.1. The Contractor must comply with Exhibit G, Attachment 2- Exhibit E: DHHS Information Security Requirements.

13. DATA LOCATION

13.1. The Contractor must provide its Services to the State and its end users solely from data centers within the contiguous United States. All storage, processing and transmission of Confidential Data and State Data shall be restricted to information technology systems within the contiguous United States. The Contractor must not allow its End Users, as defined in to Appendix I, Example Contract and Exhibits - Exhibit E: DHHS Information Security Requirements, to store Confidential Data or State Data on portable devices, including personal computers, unless prior written exception is provided by the Department of Health and Human Service's Information Security Office.

14. PRIVACY IMPACT ASSESSMENT (PIA)

14.1. Upon request, ~~and if required under the applicable privacy law~~, the Contractor must assist the State in conducting a Privacy Impact Assessment (PIA) of the system(s)/application(s)/web portal(s)/website(s) used by the Contractor to provide EBT Services for the State's SNAP, Cash Assistance, and WIC programs or State system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor if Personally Identifiable Information (PII) is, r, collected, used, accessed, shared, or stored per this Agreement. Through the PIA the State will assess, at minimum, minimum, the following information from the Contractor: minimum, the following information from the Contractor: :

14.1.1. How PII is collected and stored;

14.1.2. Who will have access to the PII;

14.1.3. How PII will be used in the system(s);

14.1.4. How individual consent will be achieved and revoked ; and

14.1.5. Privacy practices.

14.2. The State may conduct follow-up PIAs in the event there are either significant process changes, new technologies, or amended instruction(s) from the State impacting the collection, processing, or storage of PII.

15. BACKGROUND CHECKS

15.1. The Contractor must conduct criminal background checks, at its own expense, and not utilize any Contractor's End Users, 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. Contractor agrees it will initiate a criminal background check re- investigation of all employees, volunteers, interns, and subcontractors assigned to this Contract every five (5) years. The five (5) year period will be based on the date of the last Criminal Background Check conducted by the Contractor.

15.2. The Contractor must promote and maintain an awareness of the importance of securing the State's information among the Contractor's End Users. Contractor's End Users shall not be permitted to handle, access, view, store or discuss Confidential Data until an attestation is received by the Contractor that all Contractor End Users associated with fulfilling the obligations of this Contract are, based on criteria provided herein are, eligible to participate in work associated with this Contract.

15.3. The If, for cause or other reasonable grounds, the State needs to conduct or obtain additional information regarding the Contractor's Project Manager(s) and Contractor's Key Project Staff, it may submit such requests to the Contractor. To the extent the State determines it will no longer work with a member of Contractor's Project Manager(s) and Contractor's Key Project Staff, Contractor will make reasonable efforts to fulfill such requests, provided the determination is reasonable and/or for cause.

16. FEDERAL DATA

16.1. This section 16 only pertains to the actual accessing, transmission, storing, handling, or viewing of qualified federal data. If this Contract requires the Contractor to access, handle or view federal data under the State's custodianship to fulfill its contractual obligations. As a condition of the State's electronic data exchange and/or computer/data matching agreements with its various federal partners the State is required to safeguard the confidentiality, integrity, and availability of the federal information provided through the agreement from unauthorized access and improper disclosure, as well as operate consistently with NIST 800-53 (latest version). In such cases, the State shall supply such instruction(s) to the Contractor. To the extent (1) that the Contractor actually access, handles, or views qualified ('processing') federal data and (2) such processing requires additional costs not accounted for in this Contract, Contractor may charge the State reasonable fee(s) to meet compliance requirements within a reasonable, mutually agreed upon, timeframe, as amended and approved by Governor and Council.

16.2. The State will provide the Security Requirements and Procedures for the applicable federal agency or agencies to the Contractor to assist in meeting its federal safeguarding requirements under the NH DHHS Information Security Requirements

Exhibit. In addition to the NH DHHS Information Security Requirements Exhibit, the State will provide applicable federal agency security document(s), that will provide a detailed description of management, operational and technical controls required for performance of this contract regarding federal data. The foundations for the requirements are the Federal Information Security Management Act (FISMA), Public Law (P.L.) 107-347, the Privacy Act of 1974 and federal agency's own policies, procedures, and directives.

17. DATA INTEGRATION AND INGESTION

17.1. The Contractor must provide the professional services and any data required by this Agreement will be provided daily, all other data can be provided via change order process. and if needed delivered to the State via sFTP, or another secured methodology mutually agreed upon by both parties. Additionally, a data dictionary and model must be provided for any data being provided to the State.

18. CONTRACT END OF LIFE TRANSITION SERVICES

18.1. General Requirements

18.1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the State and, if applicable, the Contractor engaged by the State to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the State, the Contractor must begin working with the State and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The State shall provide the DTP template to the Contractor.

18.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

18.1.3. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the State and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.

18.1.4. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the State's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the State.

18.1.5. In the event where the Contractor has comingled State Data and the destruction or Transition of said data is not feasible, the State and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Appendix I, Example Contract and Exhibits - Exhibit E: DHHS Information Security Requirements.

18.2. **Completion of Transition Services**

18.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the State and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the State of an issue requiring additional time to complete said product.

18.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Appendix I, Example Contract and Exhibits - Exhibit E: DHHS Information Security Requirements.

18.3. **Disagreement over Transition Services Results**

18.3.1. In the event the State is not satisfied with the results of the Transition Service, the State shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the State shall be entitled to initiate actions in accordance with the Contract.

19. STATE OWNED DEVICES, SYSTEMS AND NETWORK USAGE

19.1. If Contractor End Users are authorized by the State's Information Security Office to access the State's network or system and/or use a state issued device (e.g. computer, IPad, cell phone) in the fulfilment of this Contract, each individual being granted access must:

19.1.1. Sign and abide by applicable State and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

19.1.2. Use the information that they have permission to access solely for conducting official state business and agree that 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 they access or attempt to access information without having the express authority of the State to do so;

19.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

19.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the State, and at all times 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;

19.1.5. Only use equipment, software, or subscription(s) authorized by the State's Information Security Office;

19.1.6. Follow the State's procedure for requesting and installing State authorized software on State equipment;

19.1.7. Agree that email and other electronic communication messages created, sent, and received on a state-issued email system are the property of the State of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "state-funded email systems";

19.1.8. Agree that use of email must follow State and NH DoIT policies, standards, and/or guidelines; and

19.1.9. Agree when utilizing the State's email system:

19.1.9.1. To only use a state email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

19.1.9.2. Include in the signature lines information identifying the End User as a non-state workforce member; and

19.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

19.1.9.3.1. **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."

19.2. The Contractor End Users with a State issued email, access or potential access to Confidential Data, and/or a workspace in a State building/facility, must:

19.2.1. Complete the State's Annual Information Security & Compliance Awareness Training, or the Contractor's equivalent of if approved in writing by the State, prior to accessing, viewing, handling, hearing, or transmitting State Data or Confidential Data.

19.2.2. If accessing or using State equipment or workspace/facility and/or directly accessing or using database(s) on State system(s) or networks; sign the State's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Statewide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.

19.2.3. Only access the State' intranet to view the Department's Policies and Procedures and Information Security webpages.

19.3. The Contractor agrees, if any End User is found to be in violation of any of the above-stated terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

19.4. The Contractor agrees, to notify the State a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess State credentials and/or badges or who have State system privileges. If End Users who possess State credentials and/or badges or who have State system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the State's Information Security Office or designee immediately.

20. WORKSPACE REQUIREMENT

20.1. If applicable, the State will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

21. WEBSITE AND SOCIAL MEDIA

21.1. The Contractor must agree if performance of services on behalf of the State involves using social media or a website to solicit information of individuals that is Confidential Data. The Contractor must work with the State's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the State meets all State and NH DoIT website and social media requirements and policies.

21.2. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Data solicited either by social media or the website that is maintained, stored or captured is done so incidentally and must not be further disclosed unless expressly provided in the Contract.

21.2.1. The solicitation or disclosure of PHI, PII, or other Confidential Data is subject to all applicable state and federal law, rules, and agreements. Unless specifically required by the Contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

22. DELIVERABLE REVIEW AND ACCEPTANCE

22.1. Non-Software and Written Deliverables Review and Acceptance

22.1.1. The Contractor must provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for review. After receiving such Certification from the Contractor, the State will review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and The Contractor must correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work / Project Plan. If no period for the Contractor's correction of the Deliverable or resolution of condition is identified, The Contractor must correct the Deficiency

in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

22.2. **Software Deliverables Review and Acceptance**

22.2.1. 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.

22.3. **Number of Deliverables**

22.3.1. Unless the State otherwise specifically agrees in writing, in no event shall the Contractor certify for testing and deliver to the State more than three (3) Deliverables, unless otherwise mutually agreed upon, for review or testing at one time. As the State accepts a Deliverable, an additional Deliverable may be presented for review but at no time can the Deliverables exceed three (3) at a time without the authorization of the State.

22.4. **Conditional and Unconditional Acceptance**

22.4.1. 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.

23. CHANGE ORDER / CHANGE MANAGMENT

23.1. The State may make changes, revisions or request enhancements to the Scope of Work at any time by written Change Order. The State originated changes, revisions or enhancements shall be approved by the Department of Information Technology. Within fifteen (15) business days of Contractor's receipt of a Change Order, Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, and the Work / Project Plan.

23.2. Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work / Project Plan. The State shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must review and approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order.

23.3. Change orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract may require approval by the Governor and Council.

23.4. A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of this Agreement.

24. PROJECT MANAGEMENT

24.1. The Contractor must 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 must 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.

24.2. 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.

24.3. **The Contractor Key Project Staff**

24.3.1. **The Contractor's Contract Manager**

24.3.1.1. The Contractor must assign a Contract Manager for both the SNAP/Cash and WIC programs 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.

24.4. **The Contractor's Project Manager**

24.4.1. The Contractor must assign a Project Manager for both the SNAP/Cash and WIC programs who are qualified to perform or supervise the Contractor's obligations under this Agreement.

24.4.2. Any change to the individual assigned in the Project Manager position identified in Contractor's Response is subject to approval by 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, is found unacceptable or is not performing to the State's satisfaction.

24.4.2.1. The Vendor's Project Manager's duties shall include the following:

a. Lead and oversee transition services workplan and all FIS' and subcontractor resources involved in the transition services.

b. Manage the implementation of enhancements of the FIS ebtEDGE System.

c. Plan, schedule, and manage technology resources.

d. Manage the development of system documentation and testing, and all functions related to systems changes, enhancements, and software applications.

e. Coordinate project deliverables related to data center operations.

f. Validate system integrity and coordinate all software issues with development and troubleshooting software issues.

g. Manage the relationship between system analysts and the business unit.

24.5. **The State Key Project Staff**

24.5.1. **The State Contract Manager**

24.5.1.1. The State shall assign a Contract Manager for both SNAP/Cash and WIC programs who shall function as the State's representative with regard to Contract administration.

24.5.2. **The State Project Manager**

24.5.2.1. The State shall assign a Project Manager for both SNAP/Cash and WIC programs.

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

a. Leading the Project;

b. Engaging and managing all Contractors working on the Project;

c. Managing significant issues and risks;

d. Reviewing and accepting Contract Deliverables;

e. Invoice sign-offs;

f. Review and approval of Change Orders;

g. Managing stakeholders' concerns.

25. WORK / PROJECT PLAN

25.1. The Contractor's Project Manager and the State Project manager shall finalize the SNAP/Cash Project Plan and WIC Project Plan, two (2) separate Project Plans, within Thirty (30) calendar days of the Contract Effective Date and further refine tasks required to implement the Programs. Continued development and management of the SNAP/Cash and WIC Project Plans are a joint effort on the part of the Contractor and State Project Managers. The Contractor must update the SNAP/Cash and WIC Project Plans no less than weekly, and review status and changes with the State's Project Managers at the SNAP/Cash and WIC weekly status meetings.

25.2. In conjunction with the Contractor's Project Management methodology, which shall b[illegible] o manage the Projects' life cycles, the Contractor's team and the State shall

finalize the SNAP/Cash and WIC Project Plans at the onset of the Project. The Project Plans shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Projects and shall also address intra-task dependencies, resource allocations (both State and the Contractor's team members), refine the Projects' scope, and establish the Projects' Schedule.

26. CONTRACT WARRANTIES AND REPRESENTATIONS

26.1. System

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

26.2. Software

26.2.1. 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.

26.2.2. 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 must:

26.2.2.1. 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

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

26.2.2.3. 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.

26.3. Compatibility

26.3.1. The 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.

26.4. Services

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

26.4.1. **Future Additional Services**

In the event the State needs to include additional services, the State and Contractor will agree to negotiate in good faith towards developing a contract amendment, subject to applicable NH Governor and Executive Council and Federal approval, to include pricing and development costs associated with any additional programs. Future additions to the Contract may include, but are not limited to, Pandemic EBT (P-EBT), Summer EBT benefits through new or existing EBT accounts, implementation of EMV chip cards (with or without NFC functionality), mass unpinning of cards, mass card replacements requested for any reason including without limitation fraud or theft, Contractor will provide card pricing based on change order request process.

27. SOFTWARE AGREEMENT

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

28. ADMINISTRATIVE SERVICES

28.1. The Contractor shall provide the State with the Administrative Services set forth in the Contract and particularly described in Exhibit E: *Administrative Services*.

29. TERMS AND DEFINITIONS

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

30. CONTRACTOR'S CERTIFICATES

30.1. Required Contractor Certificates are attached in Exhibit G.

31. MOBILE APPLICATION MANAGEMENT

31.1. Contractor agrees if the Department elects to include within this Agreement scope deliverable(s) for mobile application that the Contractor is ultimately responsible for what features, enhancements, controls, security, and similar are actually incorporated into the mobile application and its deployment. The Department will select the features offered by the Contractor and mutually agree upon deployment practices. At minimum Contractor must provide the mobile application in accordance with the following minimum requirements:

31.1.1. The device and/or application must have the ability to access data using standard open access protocol or better technology

31.1.2. Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards.

31.1.3. Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1 or better as they exist.

31.1.4. Mobile applications developed for internal State use, must be developed and deployed to the State in coordination with NH DoIT via Microsoft Intune. If developed for internal State use, application deployments must make use of the States apple business manager to expose custom applications to authorized State mobile devices. The State will cooperate and assist the Contractor and/or its End Users with the deployment through the State apple business manager.

31.1.5. Mobile application (non-internal) should only by downloadable from Apple, Google or Microsoft app store.

31.1.6. The device and/or mobile application must verify the identity or authenticate the relevant system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services. The mobile application, when and where possible, will perform authentication requests server-side. Upon successful authentication, application data will be loaded onto the mobile device, ensuring application data availability only after successful authentication.

31.1.7. Any backend systems utilized by the Mobile Application must verify the roles and permissions of the authenticated user.

31.1.8. Mobile application must verify the identity and authenticate the system's authenticated users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.

31.1.9. Mobile application must enforce encryption for all data contained in the application (TLS 1.2+ for in transit and AES-256 or better for at rest).

31.1.10. Mobile application client-side data storage must encrypt data using an encryption key securely derived from the user's login credentials. That key must be stored in a separate secure location.

31.1.11. Mobile application must enforce a secure connection only after verifying the identity of the endpoint server using trusted certificates in the key chain.

31.1.12. Mobile applications must provide biometric or a minimum 6 digit pin codes to prevent unauthorized access.

31.1.13. Application programming interfaces must be configured with cyber security best practices, following NIST and OWASP MASVS Standards.

31.1.14. Mobile application must enforce secure communication protocols (HTTPS SSL/TLS 1.2 or higher, 1.3 preferred) when syncing and accessing data.

31.1.15. Mobile application must disallow cleartext traffic and enforce SSL Pinning.

31.1.16. Mobile application must enforce validation and sanitize user input using strict validation techniques, including input length restrictions and rejection of unexpected or malicious data.

31.1.17. Mobile application must only use certificates signed by a trusted CA provider.

31.1.18. Mobile application data must be protected by enforcing Keychain services.

31.1.19. Mobile application must be hardened against XSS (Cross-site scripting), SQL (SQL injection), and CSRF (Cross-site request forgery) vulnerabilities.

31.1.20. Mobile application must leverage iOS sandbox mechanism.

31.1.21. Reserved.

31.1.22. Mobile Application must encrypt passwords in transmission and at rest within the database. Hash and salt at rest.

31.1.23. Mobile Application must establish the ability to enforce session timeouts during periods of inactivity.

31.1.24. The Mobile Application must not store authentication credentials or sensitive data in its code.

31.1.25. Mobile Application must provide for alternatives to storing user credentials on the device such as revocable access tokens.

31.1.26. Mobile Application must log all activities to a central server to prevent parties to application transactions from denying that they have taken place.

31.2. Mobile Application must allow an authenticated user to explicitly terminate a session. No remnants of the prior session should then remain.

31.3. Mobile Application must provide for implementation of secure session management techniques, such as using randomly generated session tokens, setting proper session timeouts, and securely storing session data on the client and server sides.

31.4. Mobile Application Data must be protected from unauthorized use when at rest.

31.5. Mobile Application must keep any Confidential Data or communications private from unauthorized individuals and programs.

31.6. All Mobile Application logs must:

31.6.1. Be kept for the most recent 7 years;

31.6.2. log all attempted accesses that fail identification, authentication and authorization requirements;

31.6.3. log all activities to a central server to prevent parties to application transactions from denying that they have taken place;

31.6.4. Be configured using "fail-safe" configuration.

31.7. Audit logs must contain the following minimum information:

31.7.1. User IDs (of all users who have access to the system)

31.7.2. Date and time stamps

31.7.3. Changes made to system configurations

31.7.4. Addition of new users

31.7.5. All users Access to systems, applications and data

31.7.6. Access trail to systems and applications (successful and unsuccessful attempts)

31.7.7. Security events

31.7.8. Be kept for the most recent 7 years.

31.8. Mobile Application Geolocation services must at least provide for enablement during use of mobile application only for locating authorized retailers.

31.9. Mobile applications must be native applications that serve as a mirrored experience to traditional applications, mobile apps that only server secure web pages and not actual mobile application functions are not acceptable.

31.10. Mobile applications must use their own native functions to access and present content, without relying on external tools..

31.11. Contractor agrees to adhere to industry standard secure coding practices.

31.12. Contractor must take steps to ensure Software and System Services are not used for anything other than they are designed for.

31.13. Contractor must regularly update and rotate any used API keys or tokens.

31.14. Contractor must ensure that the Mobile Application only utilizes those permissions necessary for the proper functioning of the application.

31.15. Contractor must not utilize or make use of any open source or untrusted third-party libraries.

31.16. Contractor must provide a standard Change Management document. When maintenance is required, Contractor, via the Contractor client portal in which the Department has access, provides notification of the maintenance dates and time frames.

31.17. Reserved.

31.18. If subsequent application enhancements or upgrades are provided, Contractor must take steps to ensure such enhancements or upgrades do not remove or materially degrade security requirements.

31.19. Contractor must establish security controls for app updates, patches, and releases to prevent attackers from exploiting vulnerabilities in the app.

31.20. Contractor must ensure secure app signing and distribution processes to prevent attackers from signing and distributing malicious code.

31.21. Contractor must monitor and detect supply chain security incidents through security testing, scanning, or other techniques to detect and respond to incidents in a timely manner.

31.22. Contractor must anonymize or mask PII/ if possible.

31.23. Contractor must ensure secure default configurations: Default settings and configurations must be properly secured and must not expose Confidential information or provide unnecessary permissions.

31.24. Contractor must avoid storing application files with overly permissive permissions like world-readable and/or world-writable.

31.25. Contractor must utilize change management documentation and procedures.

31.26. If PII/ is collected, consent must be gathered by the individual prior to collection.

EXHIBIT C: PAYMENT TERMS

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

SNAP/Cash and WIC EBT Payment Terms (Sections 1-11):

1. CONTRACT PRICE

1.1. Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in P-37 General Provisions - Block 1.8: Price Limitation. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

1.2. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting the price limitation between budget class lines, as well as adjusting encumbrances between State Fiscal Years 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.

2. INVOICING

2.1. The Contractor must 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 must 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.

2.2. The Contractor must, with the submission of each monthly invoice, include a consolidated report identifying each Performance Standard set forth in this Agreement and associated service level achieved, for each calendar month during the Agreement (the "Compliance Report"). Every Compliance Report must provide in detail the actual measures of performance for each specific Performance Standard in Exhibit H, Performance Standards / Benchmark Threshold Measurement / Liquidated Damages.

2.2.1. The Contractor must provide the Compliance Report to the State and understands there may be liquidated damages imposed in an amount as determined by the State for the Contractor's failure to meet a Performance Standard in this Agreement, which the State may, at its sole discretion, deduct from the Contractor's monthly invoice pursuant to Section 2.2.2 below, and in accordance with Exhibit B – Section 7, Liquidated Damages and Corrective Action Plan, and Exhibit H – Performance Standards / Benchmark Threshold Measurement / Liquidated Damages.

2.2.2. In the event a monthly invoice fails to include a Compliance Report for the given month, then the State may deem the invoice to be incomplete, resulting in non-payment, without interest accrual, until a satisfactory Compliance Report is submitted

to the State.

2.3. 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.

3. INVOICE ADDRESS

3.1. Invoices may be sent to:

For WIC services: DPHSContractBilling@dhhs.nh.gov

For SNAP services: BFAinvoices@dhhs.nh.gov

4. PAYMENT ADDRESS

4.1. 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

5. TRAVEL EXPENSES

5.1. 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 all-inclusive, including, but not limited to meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

6. SHIPPING FEES

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

7. OVERPAYMENTS TO THE CONTRACTOR

7.1. The Contractor must promptly, but no later than thirty (30) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

8. CREDITS

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

9. ANNUAL ADJUSTMENT FOR PRICING – SNAP/Cash and WIC Programs

9.1. As specified below, specific items are subject to an annual adjustment on the Contract anniversary date from Governor and Council approval and commensurate with the percentage increase or decrease in the Consumer Price Index (CPI)-All Urban Consumers, U.S. All items as published by the US Bureau of Labor Statistics, or 3%, whichever is less, throughout the Agreement period. CPI increase will be determined by using the most current information available sixty (60) days prior to published anniversary, compared to the same month of the prior year. The Contractor must provide the State with written notice of such adjustment thirty (30) days prior to the anniversary date, and, upon State approval, it shall become effective beginning on the first invoice period after the anniversary date. Should the CPI decrease, a State may, at its election, apply such decrease to the pricing.

10. PAYMENT SCHEDULE

This is a Not-To-Exceed Contract. The total Contract value is as specified in P-37 General Provisions - Block 1.8: Price Limitation for the period from the Effective Date through the date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor must perform its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, deliverables, or milestones in the price and payment tables below.

11. DELIVERABLES/ACTIVITIES/MILESTONES - See Exhibit G Attachment 1 – IT Requirements Workbook

PRICING (Sections 12-13):

12. SNAP AND CASH EBT PRICING

12.1. Pricing for the Core SNAP and Cash EBT services is structured via a Cost Per Case-Month (CPCM) arrangement. The CPCM represents the fixed price cost to deliver Core SNAP and Cash EBT Services for a single Active Case for one month during the Contract Term.

12.2. NCS Cash and SNAP EBT Conversion/Start-Up Pricing – Core Services Fixed Price as referenced in NCS EBT RFP Contractor Cost Proposal, Table 13.3:

Table 12.2 Cash and SNAP EBT Start-Up Component	
Design	$0
Development	$0
Transition/Conversion & Operation	$0
Total	$0

12.3. NSC EBT Cost per Case-Month CASH Benefits

Table 12.3 Pricing for NCS EBT Core Cost per Case-Month - CASH	
NCS Monthly Caseload - Cash	**Cost Per Case-Month - Cash**
<250,000	$0.20
250,001-500,000	$0.20
500,001-750,000	$0.20
750,001-1,000,000	$0.18
1,000,001-1,250,000	$0.16
1,250,001 +	$0.15

Notes:
A. Rates are applicable for the first 12 months of EBT benefit issuance. Thereafter, rates are subject to increase or decrease in accordance with the CPI as described in

Section 9, Annual Adjustment for Pricing, via a Change Order and Contract Amendment agreed upon by the parties and approved by the New Hampshire Governor and Council.

B. The tier reflecting the combined active caseload volume of all participating NCS members determines the monthly price.

C. Each state's active billable cases will be multiplied by the price associated with the combined active caseload volume of the participating NCS members.

D. Prices are to be exclusive of all ATM usage transaction fees.

E. The Contractor's cost per case-month pricing for Cash Cases will apply to any future cases added to EBT Cash as a result of additional programs.

Cost Per Case-Month pricing for Cash Cases will apply to any future Cases added to EBT Cash as a result of additional programs. Should an event occur that is defined as a new grant program, requiring the creation of a new benefit type, the change order process will be followed.

12.4. NCS EBT Cost per Case-Month SNAP Benefits

Table 12.4
Pricing for NCS EBT Core Cost Per Case-Month - SNAP
Subject to annual CPI adjustment

NCS Monthly Caseload - SNAP	Cost Per Case - Month - SNAP
<1,500,000	$0.2900
1,500,001-1,7500,000	$0.2850
1,750,001-2,000,000	$0.2800
2,000,001-2,250,000	$0.2785
2,250,001-2,500,000	$0.2775
2,500,001-2,750,000	$0.2775
2,750,001-3,000,000	$0.2750
3,000,001-3,250,000	$0.2725
3,250,001 +	$0.2700

Notes:

A. The rates are applicable for the first 12 months of EBT benefit issuance. Thereafter, rates are subject to increase or decrease in accordance with the CPI as described in Section 9. Annual Adjustment for Pricing, above, via a Contract Amendment agreed upon by the parties and New Hampshire Governor and Executive Council approval.

B. The tier reflecting the combined active caseload volume for all participating NCS members determines the monthly price. Each state's active billable cases will be multiplied by the price associated with the combined active caseload volume of the participating NCS members.

12.5. Card Production Start-Up Pricing SNAP and CASH: Any start-up cost associated with card production cost per individual State = $0.00

12.6. NCS EBT Optional Services

The Contractor shall provide the NCS EBT Optional Services in Table T 12.6 below to the State with the exception of the services marked **"State Not Electing."** The State reserves the right to add one or more non-elected Optional Services to Exhibit B, Scope of Services, through the Change Order process, and a Contract Amendment agreed upon by the parties and approved by the NH Governor and Council.

Table 12.6
NCS EBT Optional Services

Service	State Pricing Format	Unit Cost	Annual Cost
4.2.2.1 SNAP contractor managed Adjustment process	Adjustment Process including cardholder notices, telephone inquiries and system updates. Price must be a cost per SNAP Adjustment to the State exclusive of reimbursable postage.	$3.75 per notice	
4.2.2.1 Cash contractor managed Adjustment process	Adjustment Process including cardholder notices, telephone inquiries and system updates. Price must be a cost per Cash Adjustment to the State exclusive of reimbursable postage.	$3.75 per notice	
4.2.2.2 Card Authentication Value	One-time charge	$0.00	$0.00
***State Not Electing** 4.2.2.3 ATM Balance Inquiry	Cost per transaction	$0.00	$0.00

4.2.2.4 ATM/POB Usage Transaction Fees ATM Withdrawals provided by the State to cardholder up to pre-determined quantity	Fee per ATM/POB withdrawal (not subject to annual adjustment)	$0.00	$0.00
4.5.11 Card Design	One-time charge	$0.00	$0.00
***State Not Electing** 4.5.14 Local District, Group Home or Congregate Care PIN Selection via hardware Device-the State - Analog POS/PIN device	Monthly price per **analog** device. Includes lease, maintenance, shipping and installation; as well as telecommunication costs.	$10,00	$0.00
***State Not Electing** 4.5.14 Local District, Group Home or Congregate Care PIN Selection via hardware Device-the State - Digital POS/PIN device	Monthly price per **digital** device. Includes lease, maintenance, shipping and installation; as well as telecommunication costs.	$10.00	$0.00
5.1.9.1 PIN Restriction Functionality	One-time charge	$0.00	$0.00
***State Not Electing** 5.2.1. Direct Deposit Services	Price per deposit	$0.035	$0.00
***State Not Electing** 5.2.2 Direct Deposit Enrollment Management Services (includes contractor receipt, entry, and maintenance of all direct deposit enrollment information)	Price per month for each Case enrolled in direct deposit (for which a deposit is made)	$0.04	$0.00
***State Not Electing** 5.2.25.1 Electronic Funds Transfer Standards	Price per successfully completed transfer	$0.035	$0.00
5.3 Data Warehouse Functionality and additional Ad-Hoc reporting functionality	Include State one-time charge and recurring monthly price	$0.00	$0.00

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***State Not Electing** 7.2.1 Disaster Vault Card and PIN inventory	Price per 10,000 cards (excluding postage)	$2,500.00	$0.00
***State Not Electing** 7.2.2 Drop-Ship Delivery for States Utilizing Contractor Issued Disaster Vault Cards	Price per 10,000 cards (excluding postage)	$400.00	$0.00
***State Not Electing** 9.1.1.7 EBT Retailer Policies	Cost per wireless POS terminals to farmers' markets, direct farmers	$600.00 per device	$0.00
***State Not Electing** 9.1.2.1 Hand-held Wireless POS Device	Monthly price per device Includes lease, maintenance, shipping, installation and all transaction processing fees.	$45.00 per device 25 devices	$0.00
***State Not Electing** 9.1.2.1 Funds Transfer Support for Certain Facilities - Set Up Charge 9.1.2.2.1.2. Recurring monthly price per facility	3 facilities priced monthly for each facility 3 facilities priced monthly for each facility	$100.00 per facility per month $100.00 per facility per month	$0.00 annually $0.00 annually
***State Not Electing** 9.2.1 Card Reading Wedge	Monthly price per device Includes lease, maintenance, shipping and installation.	$3.00 per device	$0.00
***State Not Electing** 9.1.2.1 Funds Transfer Support for Certain Facilities	One-time charge per facility as well as recurring monthly price per facility	$100.00	$0.00
9.3.1 Cardholder and Retailer Customer Service Interpreter Options	1 language - One-time start-up cost per language (other than English and Spanish) and Monthly price per language (other than English and Spanish)	$2,500.00 per language $1,000.00 per month	$2,500.00 one time $12,000.00 annually
9.3.1 Cardholder and Retailer Customer Service Interpreter Options to translate IVR scripts	1 language - One-time cost per language (other than English and Spanish)	$2,000.00 per language	$2,000.00 one time
9.3.2 IVR/ARU Card Replacement	One-time charge	$0.00	$0.00
***State Not Electing** 9.3.3 Cardholder Video (English)	Price per video	$10.00	$0.00

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***State Not Electing** 9.3.3 Cardholder Video Translation (Spanish)	One-time translation charge	$0.00	$0.00
***State Not Electing** 9.3.3 Cardholder Video (Any language other than English or Spanish)	One-time translation charge per language	$2,500.00	$0.00
9.3.3.1 Cardholder Printed Materials	1 language - One-time translation charge per language (For all printed cardholder materials)	$1,000.00	$1,000.00
9.3.3.2 Cardholder Training Brochure	Price per 1,000	$70,00 (30,000 brochures per year @ $.07 each)	$2,100.00 annual
9.3.3.2.1 Informational Inserts	Price per double-sided insert. Pricing inclusive of all activities associated with the printing of inserts, including but not limited to, affixing cards, folding materials, stuffing envelopes.	$0.15 Per double sided insert 30,000 inserts per year	$4,500.00
9.3.3.2.1 Informational Inserts Translation Services	1 language - One-time translation fee per language	$1,000.00	$1,000.00,
9.3.3.3 State/Local District Training Materials	Initial one-time charge including updates	$1,500.00	$1,500.00
***State Not Electing** 9.3.3.3 State/Local District Training Materials	Priced per hardcopy	$10.00 ea.	$0.00
***State Not Electing** 9.3.3.3 State/Local District Training Materials	Priced per CD	$5.00 ea.	$0.00
***State Not Electing** 9.4 Mass Mailing (excludes pass-through postage - postage will be reimbursable and is not subject to any markup)	Pricing must include all activities associated with the printing of notices, mailings, folding materials, stuffing envelopes, addressing envelopes, ZIP pre-sort offerings etc.	$0.09 Per single page mailer	$0.00

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***State Not Electing** 9.4 Mass Mailing (excludes pass-through postage - postage will be reimbursable and is not subject to any markup)	Pricing must include all activities associated with the printing of notices, mailings, folding materials, stuffing envelopes, addressing envelopes, ZIP presort offerings etc.	$0.08 per additional page	$0.00
***State Not Electing** 9.4 Mass Mailing (excludes pass-through postage - postage will be reimbursable and is not subject to any markup)	Pricing must include all activities associated with the mailing of notices, folding materials, stuffing envelopes, addressing envelopes, ZIP pre-sort offerings etc.	$0.16 per single page	$0.00
***State Not Electing** 9.4 Mass Mailing (excludes pass-through postage - postage will be reimbursable and is not subject to any markup)	Pricing must include all activities associated with the mailing of notices, folding materials, stuffing envelopes, addressing envelopes, ZIP pre-sort offerings etc.	$0.03 per additional page	$0.00
***State Not Electing** 9.4 Mass Mailing (excludes pass-through postage - postage will be reimbursable and is not subject to any markup)	2 Mailings per year - One-time cost per language Cost to translate mailing into another language (other than English or Spanish) Pricing must be inclusive of activities associated with, but not limited to, the printing of notices, mailers, folding materials, stuffing envelopes, addressing envelopes, ZIP pre-sort offerings.	$1,000.00 per mailing	$0.00
10.1 Cash Access Network	Incremental price (Cash only)	$0.01 Per case month	$53.00
***State Not Electing** 13.2.1 Public Payphone Charges	Base payphone charge per call (subject to change in accordance with FCC regulations)	FCC Default Rate	$0.00
		Total Monthly Re-occurring Charges and One-Time Setup Charges Combined	**$26,653.00**

**State Not Electing – The State reserves the right to add one or more NCS EBT Optional Services through future Change Order(s) and Contract Amendment(s) as agreed upon by the parties and approved by the NH Governor and Council.*

12.7. Pricing for NCS EBT – Optional Data Warehouse Manager – State Not Electing

The State reserves the right to add Data Warehouse Manager Services to Exhibit B, Scope of Services through the Change Order process, and a Contract Amendment agreed upon by the parties and approved by the NH Governor and Council.

Table 12.7
Pricing for NCS EBT – Optional Data Warehouse Manager – State Not Electing

Position Title	Hourly Rate
Data Warehouse Manager	$80.00

12.8. Card Production Pricing for NCS EBT Card Issuance:

Table 12.8
Card Production Pricing for NCS EBT Card Issuance
Subject to annual CPI adjustment

Monthly NCS Card Volume Tier	Finished Product Non-photo Mailed directly to cardholder (USPS, 1st class, presorted by zip code) (Per card) Regular Business Day Produced and mailed from location (within the Continental USA)	Finished Product Non-photo Mailed directly to cardholder (USPS, 1st class, presorted by zip code) (Per card) Saturday or non- business day card production	Finished Product Non- photo Mailed directly to cardholder *overnight* (Per card)	Finished Product Photo Mailed directly to cardholder (USPS, 1st class, presorted by zip code) (Per card)	Finished Product Photo Mailed directly to cardholder *overnight* (Per card)	Cards Returned Undelivered
RFP Section	4.5.4	4.5.4.	4.5.4	4.5.4	4.5.4	4.5.10
1 - 10,000	$0.61	$0.69	$10.00	$1.46	$12.46	$0.25
10,001 - 20,000	$0.59	$0.67	$10.00	$1.44	$12.44	$0.25
20,001 - 30,000	$0.55	$0.63	$10.00	$1.40	$12.40	$0.25
30,001 - 40,000	$0.54	$0.62	$10.00	$1.39	$12.39	$0.25
40,001 - 50,000	$0.53	$0.61	$10.00	$1.38	$12.38	$0.25
50,001 - 60,000	$0.51	$0.59	$10.00	$1.36	$12.36	$0.25

60,001 - 70,000	$0.49	$0.57	$10.00	$1.34	$12.34	$0.25
70,001 - 80,000	$0.47	$0.55	$10.00	$1.32	$12.32	$0.25
80,001 +	$0.45	$0.53	$10.00	$1.30	$12.30	$0.25

Notes:
A. The rates are applicable for the first 12 months of EBT benefit issuance. Thereafter, rates are subject to increase or decrease in accordance with the CPI as described in Section 9, Annual Adjustment for Pricing, via a Contract Amendment agreed upon by the parties and New Hampshire Governor and Executive Council approval.

12.9. EBT Card Services:

Table 12.9.a
EBT Card Production Services Incremental Pricing for all forms of Issued Cards (*excluding* Vault and Emergency)

Card Design		
Description	**Pricing Format**	**Price Offer**
4 Color Printing	Incremental cost per card	$0.050
Embossing	Incremental cost per card	$0.030
Holographic Overlay	Incremental cost per card	$0.040
Embedded Hologram	Incremental cost per card	$0.040

Table 12.9.b
EBT Card Stock Production Services - Both Blank Card Stock & Customized Cards

Blank Card Stock *Subject to annual CPI Adjustment*	
NCS Card Volume Tier	**State Design Blank EBT Card Stock (per card)**
1 - 10,000	$0.170
10,001 - 20,000	$0.165
20,001 - 30,000	$0.160
30,001 - 40,000	$0.155
40,001 - 50,000	$0.150
50,001 - 60,000	$0.145
60,001 - 70,000	$0.140
70,001 - 80,000	$0.130
80,001 - 90,000	$0.120
90,000 - 100,000	$0.110
100,001 +	$0.100

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Table 12.9.c
Overnight Bulk Delivery of Cardholder Customized Cards
Subject to annual CPI adjustment

Monthly NCS Card Volume Tier	Price per Card
1 - 1,000	$0.250
1,001 - 2,000	$0.250
2,001 - 3,000	$0.240
3,001 - 4,000	$0.240
4,001 - 5,000	$0.220
5,001 - 6,000	$0.220
6,001 - 7,000	$0.210
7,001 - 8,000	$0.210
8,001 - 9,000	$0.210
9,001 - 10,000	$0.200
10,001 +	$0.200

Table 12.9.d
EBT Card Type Production Services

Card Types - Vault Card
Subject to annual CPI adjustment

Monthly NCS Card Volume Tier	Vault Card with No Pin Established	Vault Card with PIN Established
1 - 10,000	$0.105	$0.105
10,001 - 20,000	$0.105	$0.105
20,001 - 30,000	$0.105	$0.105
30,001 - 40,000	$0.105	$0.105
40,001 - 50,000	$0.105	$0.105
50,001 - 60,000	$0.105	$0.105
60,001 - 70,000	$0.105	$0.105
70,001 - 80,000	$0.105	$0.105
80,001 +	$0.105	$0.105

Table 12.9.e
Bulk EBT Card Sleeves
Production Services – State Not Electing*
Subject to annual CPI adjustment

Quantity	Price Per Sleeve
1 - 10,000	$0.07
10,001 - 20,000	$0.07

20,001 - 30,000	$0.07
30,001 - 40,000	$0.06
40,001 - 50,000	$0.06
50,001 - 60,000	$0.06
60, 001 - 70,000	$0.05
70,001 +	$0.05

**The State is Not Electing Bulk EBT Card Sleeves Production Services. The State reserves the right to add Bulk EBT Card Sleeves to Exhibit B, Scope of Services, per a future Change Order and Contract Amendment as agreed upon by the parties and approved by the NH Governor and Council.*

Table 12.9.f **EBT Mailed PIN Production Services – State Not Electing***	
Subject to annual CPI adjustment	
Monthly NCS Card Volume Tier	**Pin Mailer Mailed Directly to Cardholder – Postage Excluded (per mailer)**
1-500	$0.12
501 - 1,000	$0.12
1,001 - 1,500	$0.12
1,501 - 2,000	$0.11
2,001 - 2,500	$0.11
2,501 - 3,000	$0.11
3,001 - 3,500	$0.10
3,501 - 4,000	$0.10
4,001 +	$0.10

**The State is Not Electing EBT Mailed PIN Production Services. The State reserves the right to add Mailed Pin Production Services to Exhibit B, Scope of Services, per a future Change Order and Contract Amendment as agreed upon by the parties and approved by the NH Governor and Council.*

Table 12.9.g **Non-Financial Card Production** *Subject to annual CPI adjustment*	
Non-Financial Card Production	
Card Volume Tier	**Price per card**
1- 2,000	$0.420
2,001 - 4,000	$0.400
4,001 - 6,000	$0.380
6,001 - 8,000	$0.360

8,001 - 10,000	$0.340
10,001 - 12,000	$0.320
12,001 +	$0.300

12.10. EBT Change Request Rates:

Table 12.10 EBT Change Request Rates	
Personal Services	
Position Title	**Hourly Rate**
Technical Director	$95.00
Technical Project Leader	$80.00
Database Analyst	$50.00
Training Specialist	$45.00
Sr. Systems Analyst	$80.00
System Analyst/ Programmer	$60.00

12.11. SNAP Over-the-Counter Card Production Equipment — State Not Electing

The State reserves the right to add Over-the-Counter Production Equipment to Exhibit B, Scope of Services through the Change Order process, and a Contract Amendment agreed upon by the parties and approved by the NH Governor and Council.

Table 12.11 Over-The-Counter (OTC) Card Production Equipment – State Not Electing*			
Item Description	**Pricing Format**	**One-time Charge**	**Price Offer**
Create software to link card printing and/or embossing equipment to card production process.	One-time cost	$0.00	[redacted]
Lease of embossing equipment (similar to or the same as Datacard CE840)	Price per year for the life of the contract	[redacted]	$1,200.00
Purchase of embossing maintenance contract	Price per year for the life of the contract		$900.00
Purchase of embossing equipment (similar to or the same as Datacard CE840)	One-time cost	$6,700.00	[redacted]

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Purchase of card printer (similar to the Datacard SD460)	One-time cost	$1,950.00	[redacted]
Lease of card printer (similar to Datacard SD460)	Price per year for the life of the contract	[redacted]	$280.00
Purchase of card printer maintenance contract	Price per year for the life of the contract	[redacted]	$270.00
*The State is not electing Over-The-Counter (OTC) Card Production Equipment. The State reserves the right to add Over-the-Counter Production Equipment to Exhibit B, Scope of Services, through the Change Order process, and a Contract Amendment agreed upon by the parties and approved by the NH Governor and Council.			

12.12. SUMMER SNAP EBT Program Costs as referenced in the NCS EBT RFP Contractor Technical Proposal, Section 4.2.1.3.12.

Pricing will be determined via the Change Order process, and a Contract Amendment agreed upon by the Parties, and approval by the NH Governor and Executive Council. Summer EBT (S-EBT) Program cases are billed to the Department at the monthly NCS SNAP CPCM and must appear as a separate line item on the monthly invoice.

13. WIC PRICING

13.1. **WIC Cost Per Case Month (CPCM) pricing is tiered based on the aggregate caseload among the NCS Contracting State Agencies' (CSAs) WIC participants for all participating WIC States per billing month. Monthly billings to the participating CSAs will be based on the quoted WIC CPCM in the pricing tier in Table 13.2 below, which corresponds to the total actual number of WIC Cases across the NCS. Rates are applicable for the first 12 months of WIC benefit issuance. Thereafter, rates are subject to increase or decrease in accordance with the annual CPI adjustment, in accordance with Section 9, Annual Adjustment for Pricing**

13.2. **CPCM shall be evaluated monthly to reflect changes in NCS caseload and the number of NCS participating states. The Contractor must provide the State with monthly reports of NCS aggregate monthly Active Cases.**

Table 13.2
WIC Pricing

NCS WIC CPCM *Subject to Annual CPI Adjustment*	
WIC NCS Caseload	**Cost per Case-Month: WIC**
< 25,000	$0.850
25,001-50,000	$0.700
50,001-100,000	$0.540
100,001-200,000	$0.450
200,001-400,000	$0.390
400,001 - 600,000	$0.350
600,001 - 800,000	$0.320
800,001 +	$0.300

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13.3. NCS WIC Per-Unit Hardware Prices (Purchased Units) – State Not Electing

Table 13.3
NCS WIC Per-Unit Hardware Prices (Purchased Units) – State Not Electing*

WIC PER UNIT HARDWARE PRICES - PURCHASED UNITS				
Description	**Brand**	**Model**	**Unit Cost**	**Monthly Maintenance Fee**
WIC EBT Only Terminal with Integrated PINpad & Printer, and Hand Held Scanner	VeriFone, Honeywell	V200C Terminal, and Hyperion 1300g barcode scanner	$400.00	$3.00
WIC Multi-Application Combo Terminal (SNAP, Cash, WIC EBT), Integrated PINpad & Printer, and Hand Held Scanner	VeriFone, Honeywell	V200C Terminal, and Hyperion 1300g barcode scanner	$400.00	$3.00
Wireless Terminal with Integrated PINpad.	VeriFone	V400Mobile Terminal	$600.00	$5.00
		Monthly Cellular Data Service	NA	$22.00
PIN Select/Change Terminal	VeriFone	Vx805 - Model 190, PINpad	$150.00	$2.00
Card Reader Device	MagTek®	Dynamag Secure Card Reader	$60.00	$1.00
Totilpay Go - Option 1, Package A. Support SNAP, Cash, WIC EBT	Apple, Android	Ipad, Bluetooth, Printer, and Chipper Reader	$1,000.00	$0.00
		Annual Subscription (Billed annually)	NA	$15.00
		Monthly Cellular Data Service	NA	$22.00
Totilpay Go - Option 2, Package B Supports SNAP, Cash, WIC EBT	Retailer uses their own Apple/Android Device.	Bluetooth Printer, Chipper Card Reader	$560.00	NA
		Annual Subscription (Billed annually)	NA	$15.00
		Monthly Cellular Data	NA	$22.00
Totilpay Go - Option 3, Package C Supports, SNAP, Cash, WIC EBT, FMNP, New York OTC benefit, and HIP in Massachusetts. Designed for use by retailers and Farmers and Farmers Markets.	Apple, Woosims	Ipad, Bluetooth P240 (m) receipt printer and PCI compliant mag stripe card reader.	$1,300.00	$0.00
		Annual Subscription (Billed annually)	NA	$15.00
		Monthly Cellular Data	NA	$22.00

*State not electing NCS WIC Per-Unit Hardware (Purchased Units). The State reserves the right to add NCS WIC Per Unit Hardware to Exhibit B, Scope of Services through the Change Order process, and a Contract Amendment agreed upon by the parties and approved by the NH Governor and Council.

13.4. NCS WIC Per-Unit Hardware Prices (Leased Units) – State Not Electing

Table 13.4
NCS WIC Per-Unit Hardware Prices (Leased Units) – State Not Electing*

WIC PER UNIT HARDWARE PRICES - LEASED UNITS			
WIC EBT Only Terminal with Integrated PINpad & Printer, and Hand Held Scanner	VeriFone, Honeywell	V200C Terminal and Hyperion 1300g barcode scanner	$25.00
WIC Multi-Application Combo Terminal (SNAP, TANF, WIC EBT), Integrated PINpad & Printer, and Hand Held Scanner	VeriFone, Honeywell	V200C Terminal and Hyperion 1300g barcode scanner	$25.00
Wireless Terminal with Integrated PINpad and monthly cellular data service	VeriFone	V400Mobile Terminal	$75.00
PIN Select/Change Terminal	VeriFone	Vx805 PINpad	$10.00
Card Reader Devices	MagTek®	Dynamag Secure Card Reader	$3.00
Totilpay Go - Option 1, Package A. Support SNAP, Cash, WIC EBT	Apple Ipad	Iphone/Ipad, Bluetooth, Printer, and Chipper Reader	$65.00
Totilpay Go - Option 2, Package B Supports SNAP, Cash, WIC EBT	Retailer uses their own Apple/Android Device.	Bluetooth Printer, Chipper Card Reader	$52.00
Totilpay Go - Option 3, Package C Supports, SNAP, Cash, WIC EBT, FMNP, New York OTC benefit, and HIP in Massachusetts. Designed for use by retailers and Farmers and Farmers Markets.	Apple, Woosim	Ipad, Bluetooth P240 (m) receipt printer and PCI compliant mag stripe card reader.	$73.00 Includes Verizon 1GB Data Plan based on a 36- month lease.

*State not electing NCS WIC Per-Unit Hardware Prices (Leased Units). The State reserves the right to add NCS WIC Per Unit Hardware Prices to Exhibit B, Scope of Services through the Change Order process, and a Contract Amendment agreed upon by the parties and approved by the NH Governor and Council.

13.5. One-Time Card Conversion Cost

Table 13.5
One-Time Card Conversion Cost
$36,570

13.6. WIC Card Production Pricing – State Not Electing

Table 13.6
WIC Card Production Pricing – State Not Electing*

Quantity	Up to (2) Colors WIC Price Per Card	Up to (4) Colors WIC Price Per Card
1-1,000	$0.650	$0.690
1,001-5,000	$0.630	$0.670
5,001-10,000	$0.610	$0.650
10,001-15,000	$0.590	$0.630
15,001-20,000	$0.570	$0.610
20,001-50,000	$0.530	$0.570
50,001-100,000	$0.510	$0.550
100,001-150,000	$0.450	$0.490
150,001+	$0.450	$0.490

*State not electing WIC Card Production. The State reserves the right to add WIC Card Production to Exhibit B, Scope of Services, through the Change Order process, and a Contract Amendment as agreed upon by the parties and approved by the NH Governor and Council.

A. The Contractor must provide WIC cost per card for given tier. Tiers indicate the number of cards produced across the NCS WIC in a billing month.

B. Rates include any related start-up costs for each card type to allow the State WIC program to opt into card production services at any time during the contract period.

C. Price includes any and all one (1) time and recurring fees such as implementation of the State's WIC -provided card design.

D. If the State chooses to procure card sleeves for cardholders through this contract, the Contractor will extend SNAP sleeve pricing above to NCS WIC agencies.

E. The rates are applicable for the first 12 months of WIC benefit issuance. Thereafter, rates will be subject to increase or decrease in accordance with the CPI as described in Section 9, Annual Adjustment for Pricing, above, via a Contract Amendment agreed upon by both parties and New Hampshire Governor and Executive Council approval.

13.7. WIC Card Production Pricing – State Not Electing

Table 13.7
NCS WIC Optional Services and Pricing – State Not Electing*

Description	Pricing Format	Price
Automated text messaging	Recurring monthly price per State	$3,500.00

Ad hoc text messaging	Recurring monthly price per State	$1,500.00
Support for FMNP (not including hardware, FMNP-specific hardware is itemized in Table 13.2.c above)	Recurring monthly price per State	$0.00
Text message notification for outage or during disaster	Recurring monthly price per State	$1,500.00
*State not electing NCS WIC Optional Services. The State reserves the right to add one or more of the NCS WIC Operational Services to Exhibit B, Scope of Services, through a Change Order request, and Contract Amendment as agreed upon by the parties and approved by the NH Governor and Council.		

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EXHIBIT D: SOFTWARE LICENSE AGREEMENT – Applicable to SNAP and WIC

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

1. LICENSE GRANT – SAAS / SUBSCRIPTION

1.1. During the Subscription Term, the State will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the Software solely for the State's internal business operations subject to the terms of the Contract and up to the number of licenses documented in the Contract.

1.2. The Parties acknowledge that this Contract is a services agreement, and Contractor will not be delivering copies of the Software to Customer as part of the Contract.

2. SOFTWARE TITLE

2.1. Title, right, and interest (including all ownership and intellectual property rights) in the Software provided under this agreement, and its associated documentation, shall remain with the Contractor.

3. SOFTWARE AND DOCUMENTATION COPIES

3.1. The Contractor shall provide the State with an electronic version in both Microsoft Word and PDF formats of the Contractor's associated Work for Hire Software Documentation. The State shall have the right to copy the Documentation within its possession for its internal business needs. To the extent that the State does not have possession of the Software, Contractor shall provide a copy of the Work for Hire Software and associated Documentation upon request. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.

4. RESTRICTIONS

4.1. Except as otherwise permitted under the Contract, the State agrees not to:

4.1.1. Remove or modify any program markings or any notice of Contractor's proprietary rights;

4.1.2. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or

4.1.3. Cause or permit reverse engineering, disassembly or recompilation of the programs.

5. VIRUSES

5.1. Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications. As a part of its internal development process, Contractor will use reasonable efforts to test the Software for viruses.

6. SOFTWARE NON-INFRINGEMENT

6.1. Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any and all component parts thereof such as third-party software or programs that may be embedded in the Software ("Contracted Resources") provided under this Contract, and that such Services, equipment, and Software 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.

6.2. 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 Resources infringe their intellectual property rights, Contractor shall defend and indemnify the State against the claim provided that the State:

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

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

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

6.3. 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.

6.4. If Contractor believes or it is determined that any of the Contracted Resources may have violated someone else's intellectual property rights, Contractor may choose to either modify the Contracted Resources 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 Resources and refund all fees the State has paid Contractor under the Contract.

7. CONTROL OF ALL COMPONENT ELEMENTS

7.1. Contractor acknowledges and agrees that it is responsible for maintaining all licenses or permissions to use any third-party software, equipment, or services that are component parts of any deliverable provided under this agreement for the entire term of the contract. Nothing within this provision shall be construed to require Contractor to maintain licenses and permissions for Software acquired by the State directly or through third parties, which may be integrated with the Contractor's deliverables.

8. CUSTOM SOFTWARE

8.1. As per Federal clause § 200.315 (Intangible property), should any custom software be developed by the Contractor for the State as "work for hire," the State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid–up right and license to use, copy, modify and prepare derivative works of any such custom developed software.

9. CONTRACTOR LICENSE RIGHTS

9.1. The Contractor shall retain a non-exclusive, transferable, worldwide perpetual right to use, reproduce, modify, and distribute any customer software developed for the State, under this Agreement, including derivative works thereof for the purpose of providing similar products or support services to other governmental entities.

9.2 This retained right shall not include the right to disclose or use any confidential information or proprietary information of the State, nor shall it limit the State's rights as defined under Federal clause 200.315.

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EXHIBIT E: ADMINISTRATIVE SERVICES

1. DISPUTE RESOLUTION

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

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

TABLE E-1.
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE

LEVEL	CONTRACTOR POINT OF CONTACT	STATE SNAP & WIC POINT OF CONTACTS	CUMULATIVE ALLOTTED TIME
Primary	Project Manager	Program Managers	Five (5) Business Days
First	Project Director	Program Administrators	Ten (10) Business Days
Second	Business Line Owner	Division Directors	Fifteen (15) Business Days
Third	Executive	Associate Commissioners	Twenty (20) Business Days
Forth	CEO	Commissioner	Thirty (30) Business Days

1.3. The allotted time for the primary negotiations shall begin on the date the Invoking Party's notice is received by the other Party. If the issue is not resolved and additional levels of negotiation are required, the 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

2.1. 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

3.1. The Contractor and its Subcontractors shall maintain all Project records including but not limited to, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the perf[illegible] of their respective obligations under the Contract. Contractor and its

Subcontractors shall retain all such records for a minimum of three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for a minimum of one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

3.2. 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.

4. ACCOUNTING

4.1. The Contractor must 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.

5. AUDIT

5.1. The Contractor must 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.

Remainder of this page intentionally left blank

EXHIBIT F: TERMS AND DEFINITIONS

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Commercial Off The Shelf Software (COTS)	Software that is purchased from a vendor and is ready for use with little or no change.
Confidential Information or Confidential Data	The definition for this term is located in Exhibit G, Attachment 2 – Exhibit E: DHHS Information Security Requirements.
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.
Contractor Confidential Information	Information the Contractor has clearly identified in writing to the State it claims to be confidential or proprietary.
Conversion	When an EBT processer has successfully transferred all EBT data to the new EBT processer and successful transactions are occurring.
Cost Per Case-Month (CPCM)	CPCM, specifically for the SNAP and Cash existing programs within this Contract includes all costs associated with account creation and management; transaction processing; and financial accounting associated with the monthly billing of an active Cash or SNAP Case. This definition does not apply to new programs, such as Summer EBT or new cash programs, when CPCM is not the inclusive price. The total fixed price the Contractor will bill to the State for a single active SNAP or Cash Case for one month for all core services (i.e., those not specifically addressed in the Pricing Schedule under start-up, purchase, lease, hourly, fee for service, fee per unit, State Specific, or optional pricing). Billing for this item must be made on an Active Case basis.

Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the contract term, that may be defined as "Confidential Data" within Exhibit G, Attachment 2 – Exhibit E: DHHS Information Security Requirements.
Data Breach	The definition for this term is located in Exhibit G, Attachment 2, DHHS Exhibit E: DHHS Information Security Requirements.
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. o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non-Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non-Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non-Software - Services require only minor reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, 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.
Infrastructure as a Service (IaaS)	The Contractor is responsible for ownership and management of the hardware that support the software, including servers, networking and storage.
Non-Public Information	The definition for this term is located in Exhibit G, Attachment 2 – Exhibit E: DHHS Information Security Requirements.
Normal Cooperation	The expectation that all the parties, State and Contractor, shall actively work together, share information and provide assistance to one another to ensure the fulfillment of their contractual obligations.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA chapter 21-R:10 and RSA chapter 21-R:11.
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.
Personally Identifiable Information	The definition for this term is located in Exhibit G, Attachment 2 – Exhibit E: DHHS Information Security Requirements.

Platform as a Service (Paas)	The Contractor is responsible for ownership and management of the hardware that support the software, including servers, networking and storage and also provides the operating system and databases.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Security Incident	The definition for this term is located in Exhibit G, Attachment 2 – Exhibit E: *DHHS Information Security Requirements*
Services	The work or labor to be performed by the Vendor on the Project as described in a contract.
Software	All Custom, Open Source, IaaS, SaaS and/or COTS Software and/or applications provided by the Contractor under the Contract.
Software Deliverables	All Custom, Open Source, IaaS, SaaS and/or COTS Software and/or applications 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, which may include 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.
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 that may be defined as "Confidential Data" within Exhibit G, Attachment 2 – Exhibit E: DHHS Information Security Requirements.
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.
Subscription	A signed Agreement between a supplier and the State that the State will receive and provide payment for regular products or services, for a set period of time identified within the Agreement.
Support Services	The maintenance and technical support services provided by Contractor to the State during the Term of the Contract.
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.

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.
Work-in-Progress	All EBT SNAP and WIC related tasks or projects started but not yet finished.
Work / Project Plan	Documentation detailing the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Attachment 1: *IT Requirements Workbook*. The Work / Project Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.

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EXHIBIT G: ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. CONTRACT ATTACHMENTS

1.1. Exhibit G Attachment 1 – IT Requirements Workbook

1.2. Exhibit G Attachment 2 – DHHS Standard Exhibits D and E:

1.2.1. Exhibit D – Certification Regarding Drug-Free Workplace Requirements

1.2.2. Exhibit D – Certification Regarding Lobbying

1.2.3. Exhibit D – Certification Regarding Debarment, Suspension and Other Responsibility Matters

1.2.4. Exhibit D – Certification of Compliance

1.2.5. Exhibit D – Certification Regarding Environmental Tobacco Smoke

1.2.6. Exhibit D – Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA)

1.2.7. Exhibit E – DHHS Information Security Requirements

1.3. Exhibit G Attachment 3 – NCS EBT RFP Appendix D – State of NH SNAP/Cash and WIC Programs

1.4. Exhibit G, Attachment 4 – WIC EBT Processor Conversion Framework (for Guidance only)

2. CONTRACTOR CERTIFICATES

2.1. Contractor's Certificate of Good Standing

2.2. Contractor's Certificate of Vote/Authority

2.3. Contractor's Certificate of Insurance

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EXHIBIT G, ATTACHMENT 1: IT REQUIREMENTS WORKBOOK

(see attached Excel workbook)

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DHHS EXHIBIT D: FEDERAL REQUIREMENTS

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR CONTRACTORS 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 contractors (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 contractor (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. Grantees using this form should send it to:

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

1. The Contractor 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 Contractor'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 Contractor's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.[Initial] 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 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 Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

CONTRACTOR NAME: FIS

Signed by:
Prashant Gupta
01D6BBD182ED435...

NAME: Prashant Gupta
TITLE: SVP, Government Solutions
DATE: 11/12/2025

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DHHS EXHIBIT D: FEDERAL REQUIREMENTS

SECTION B: CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CONTRACTOR NAME: FIS

Signed by:
Prashant Gupta
01D6BBD182ED435...

NAME: Prashant Gupta
TITLE: SVP, Government Solutions
DATE: 11/12/2025

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DHHS EXHIBIT D: FEDERAL REQUIREMENTS

SECTION C: 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:

1. INSTRUCTIONS FOR CERTIFICATION

1.1. By signing and submitting this grant agreement, the prospective primary participant is providing the certification set out below.

1.2. 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.

1.3. 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.

1.4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this grant agreement 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.

1.5. 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.

1.6. The prospective primary participant agrees by submitting this grant agreement 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.

1.7. 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.

1.8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible,

or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

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

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

2. PRIMARY COVERED TRANSACTIONS

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

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

2.2. Have not within a three-year period preceding this proposal (grant agreement) 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;

2.3. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and

2.4. 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.

2.5. 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 (grant agreement).

3. LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (grant agreement), 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:

3.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

3.2. 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 (grant agreement).

3.3. The prospective lower tier participant further agrees by submitting this proposal (grant agreement) 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 c[Initial] transactions.

CONTRACTOR NAME: FIS

Signed by: Prashant Gupta
01D6BBD182ED435...

NAME: Prashant Gupta
TITLE: SVP, Government Solutions
DATE: 11/12/2025

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DHHS EXHIBIT D: FEDERAL REQUIREMENTS

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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:

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. 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;
3. 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;
4. 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);
5. 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;
6. 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;
7. 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;
8. 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;
9. 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;
10. 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 f[Initial]ancement of Contract Employee Whistleblower Protections, which protects

employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.
12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) which establishes that all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
16. Procurements by States 2 CFR 200.317 which establishes compliance with the same policies and procedures it uses for procurements from its non-Federal funds.
17. Conflict of Interest 2 CFR 400.2 which establishes written standards of conduct covering conflicts of interest and governing the performance of its employees in the selection, award and administration of Federal awards.
18. Special Procurement Provisions 2 CFR 416.1.

    (a) In order to ensure objective contractor performance and eliminate unfair competitive advantage, a prospective contractor that develops or drafts specifications, requirements, statements of work, invitations for bids, request for proposals, contract term and conditions or other documents for use by a State in conducting a procurement under the USDA entitlement programs specified in 2 CFR 200.101(f)(4) through (6) shall be excluded from competing for such procurements. Such prospective contractors are ineligible for contract awards resulting from such procurements regardless of the procurement method used. However, prospective contractors may provide States with specification information related to a State procurement under the USDA entitlement programs specified in 2 CFR 200.101(f)(4) through (6) and still compete for the procurement if the State, and not the prospective contractor, develops or drafts the specifications, requirements, statements of work, invitations for bid, and/or requests for proposals used to conduct the procurement.

    (b) Procurements by States under USDA entitlement programs specified in 2 CFR 200.101(f)(4) through (6) shall be conducted in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographic preferences except as provided for in 2 CFR 200.319(c).

19. Royalty-Free Rights to Use Software or Documentation Developed 2 CFR 200.315 Intangible property.

(a) Title to intangible property (see §200.59 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313 Equipment paragraph (e).

(b) The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) The non-Federal entity is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

(d) The Federal Government has the right to:

(1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

(2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

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

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient 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 Agreement, the Contractor agrees to comply with the provisions indicated above.

CONTRACTOR NAME: FIS

Signed by:
Prashant Gupta
01D6BBD182ED435...

NAME: Prashant Gupta
TITLE: SVP, Government Solutions
DATE: 11/12/2025

DHHS EXHIBIT D: FEDERAL REQUIREMENTS

SECTION E: 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 agreement, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

CONTRACTOR NAME: FIS

Signed by:
Prashant Gupta
01D6BBD182ED435...

NAME: Prashant Gupta
TITLE: SVP, Government Solutions
DATE: 11/12/2025

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DHHS EXHIBIT D: FEDERAL REQUIREMENTS

SECTION F: 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 (UEI#)
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.

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 UEI (SAM.gov) number for your entity is: DSFBQCXCTRK1
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

__x_ NO ___ YES

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

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

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

___ NO ___ YES

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

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

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

CONTRACTOR NAME: FIS

Signed by:
Prashant Gupta
01D6BBD182ED435...

NAME: Prashant Gupta

TITLE: SVP, Government Solutions

DATE: 11/12/2025

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DHHS EXHIBIT E: DHHS INFORMATION SECURITY REQUIREMENTS

1. DEFINITIONS

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

1.1. "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, per NH RSA 359-C:20, there is the determination that misuse of the information has occurred or is reasonably likely to occur. In accordance with NH RSA 359-C:19 "Breach" does not include a good faith acquisition of personal information by an employee or agent of a person for the purposes of the person's business shall not be considered a security breach, provided that the personal information is not used or subject to further unauthorized disclosure. 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. The parties agree there is no intention to exchange Protected Health Information (PHI) under this Contract. If the Contractor inadvertently receives PHI, the Contractor shall notify the Department of the inadvertent PHI received and ensure the PHI is returned or destroyed (See Section 7, Persons to Contact).

1.2. "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.

1.3. "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 (PHI) and Personally Identifiable Information (PII). The parties agree there is no intention to exchange Protected Health Information (PHI) under this Contract. If the Contractor inadvertently receives PHI, the Contractor shall notify the Department of the inadvertent PHI received and ensure the PHI is returned or destroyed (See Section 7, Persons to Contact).

1.4. 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), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and/or other sensitive and confidential information.

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

1.6. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and [illegible]ulations promulgated thereunder. The parties agree there is no intention to

exchange Protected Health Information (PHI) under this Contract. If the Contractor inadvertently receives PHI, the Contractor shall notify the Department of the inadvertent PHI received and ensure the PHI is returned or destroyed (See Section 7, Persons to Contact).

1.7. "Incident" means instances other than a Breach that have put Confidential Information, PII, or other information provided under this Agreement at likely misuse as a result of unauthorized access, use, disclosure, modification or destruction or as otherwise described in NH RSA 359-C19-20.

1.8. "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 (DoIT) 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, PII, PHI or other Confidential data.

1.9. "Personal Information" ("PII" or "PI") means information which can be used to distinguish or trace an individual's identity, such as their first and last name in combination with any other element(s) such as social security number or other government identification number, account number, or as otherwise defined in NH RSA 359-C:19 and C:20.

1.10. "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.

1.11. "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.

1.12. "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.

1.13. "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. The parties agree there is no intention to exchange Protected Health Information (PHI) under this Contract. If the Contractor inadvertently receives PHI, the Contractor shall notify the Department of the inadvertent PHI received and ensure the PHI is returned or destroyed (See Section 7, Persons to Contact).

2. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

2.1. Business Use and Disclosure of Confidential Information.

2.1.1. 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 PII in any manner that would constitute a violation of the terms of this Agreement.

2.1.2. When permitted, the Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity

to consent or object to the disclosure or as promptly as permissible after the disclosure was made.

2.1.3. 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 PII, the Contractor must be bound by such additional restrictions and must not disclose PII in violation of such additional restrictions and must abide by any additional security safeguards.

2.1.4. The Contractor agrees that Confidential Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

2.1.5. The Contractor agrees Confidential Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

2.1.6. 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.

3. METHODS OF SECURE TRANSMISSION OF DATA

3.1. Application Encryption. If End User is transmitting 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.

3.2. 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 Confidential Data.

3.3. 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.

3.4. 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.

3.5. 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.

3.6. 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.

3.7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

3.8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

3.9. 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.

3.10. 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 fold Initial 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).

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

4. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

4.1. 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 90 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:

4.2. Retention

4.2.1. 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.

4.2.2. 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.

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

4.2.4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in the "Procedures for Security" Section 5

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

4.2.6. The Contractor agrees to cooperate with the State's Chief Information Security Officer in the detection of any security vulnerability of the hosting infrastructure.

4.3. Disposition

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

Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

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

4.3.3. Unless otherwise specified, within ninety (90) 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.

5. PROCEDURES FOR SECURITY

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

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

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

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

5.1.4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events to Contractor's system(s) that can impact State systems and/or Department confidential information.

5.1.5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information. This training may substitute any State required trainings provided the State affirms in writing it is equivalent.

5.1.6. 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.

5.1.7. Where Contractor actually and independently accesses State of New Hampshire and Department system(s); 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.

5.1.8. If the Department determines the Contractor shall intentionally receive PHI in performance of this contract, 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. Absent such documentation the Contractor is the unintended recipient of any PHI transmitted Initial e State to the Contractor, and the Contractor must alert the State of such

transmission and purge the PHI from its systems.

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

5.1.10. 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.

5.1.11. Data Security Breach Liability. In the event of a security Breach of Contractor's system(s) that are used to fulfill its obligations under this Agreement, 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. Where a security Breach directly impacts the security and confidentiality of the State's systems(s) and Confidential Information: the State may recover from the Contractor costs of legally required response and recovery from a security Breach caused by Contractor or of Contractor's system(s), including but not limited to reasonable cost or provision of: credit monitoring services (up to 12 months) and mailing costs due to the breach.

5.1.12. 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 PII 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) that govern protections for individually identifiable health information and as applicable under State law.

5.1.13. 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.

5.1.14. Contractor agrees to maintain a documented breach notification and incident response process.

5.1.15. 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.

5.1.16. The Contractor must ensure that all End Users:

5.1.17. Comply with such safeguards as referenced in Section 5.1 above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

Initial safeguard this information at all times.

b. Ensure that laptops and other electronic devices/media containing PHI, PII, or PFI are encrypted and password protected.
c. 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.
d. Limit disclosure of the Confidential Information to the extent permitted by law.
e. 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.).
f. 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.
g. 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.
h. 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.

5.1.18. 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 and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

6. Security Incident Notification

6.1. In the event of an Incident or Breach the Contractor must make immediate efforts to contain the Incident or Breach, to minimize any resulting damage or loss.
6.2. The Contractor must notify the Department's Information Security Office via the email address provided in this Exhibit, of any known Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred.
6.3. Parties acknowledge and agree that unless notice to the contrary is provided by the Department in its sole discretion to Contractor, this section constitutes notice by the Contractor to the Department of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Department shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Contractor's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Data or Confidential Data.
6.4. The Contractor must investigate the cause(s) and promptly take measures to prevent future Incidents or Breaches of a similar nature from reoccurring.
6.5. Per the terms of this Exhibit the Contractor's and End User's security incident and breach response procedures must also address how the Contractor will:
6.5.1. Identify Incidents.
6.5.2. Determine if Confidential Data is involved in Incidents.

6.5.3. Initially report confirmed Incidents to the Department as required in this Exhibit using the Contractor's Incident Report Form within five business days of a confirmed Incident and 24 hours of a confirmed Breach. Upon reporting, the Department may provide the Contractor with a NH DHHS Security Contractor Incident Risk Assessment Report for completion which shall be completed in accordance with section 6.8.

6.5.4. Complete within five business days of a confirmed Incident and 24 hours of a confirmed Breach of receipt of the NH DHHS Security Contractor Incident Risk Assessment Report and email it to the Department's Information Security Officer at the email address provided herein. The Contractor shall ensure that any subcontractor, or other End User used by the Contractor shall similarly notify the Department of a Breach, and shall make a full disclosure of then available information to the Department and shall cooperate fully with the Department, as defined below.

6.5.5. As part of the initial Breach response Contractor will:

6.5.5.1. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to the Breach and mitigation measures. To the extent there is impact to the Department's systems or Confidential Data, Contractor will inform and regularly update the Department throughout the incident response process

6.5.5.2. Identify Breach notification method and timing required of Contractor if any.

6.5.5.3. Ensure within one business week of the conclusion of the Breach response investigation a final written Incident Response Report and Mitigation Plan is submitted to the Department's Information Security Office at the email address provided herein.

6.5.5.4. As applicable, assist the Department in addressing and reporting Breaches in accordance with NH RSA 359-C:20 and this Agreement.

6.5.5.5. Address and report Incidents and/or Breaches of personal information (PI) to the Department in accordance with NH RSA 359-C:20, HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement.

6.5.5.6. Coordinate notifications required as a result of a Breach of information under this Agreement with the Department.

6.6. If Incidental PHI is involved and meets the Incident or Breach thresholds under HIPAA, Contractor will follow the HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement in place of those set forth under Section 6.5.

6.7. The Department acknowledges that the provision of a completed NH DHHS Security Contractor Incident Risk Assessment Report is strictly for the Department's compliance purposes and is intended to enable the Department to reach a state-ready decision for a specific system interfacing with the State of NH's network that is based on organizational processes and the security capabilities of the Moderate/Low-impact information system.

6.8. The NH DHHS Security Contractor Incident Risk Assessment Report is not to be construed as the Contractor's rendering of any legal advice, acceptance of liability, admission, or other obligation(s) or duties and is provided solely for purposes stipulated in 6.7.

6.9. To the extent practicable and permitted by the Contractor's access to the Department's systems; Contractor agrees to cooperate, and agrees to instruct its sub processors and relevant End Users to cooperate with the Department's Information Security Office and the NH Department of Information Technology's Chief Information Security Officer (CISO) in the investigation, mitigation, and/or remediation of any security vulnerability that impacts DHHS data and/or the hosting infrastructure. These efforts are to be done in good faith and do not constitute the Contractor, or its subprocesses nor any End Users of either being responsible for the security of the Department's systems except where expressly stated otherwise in this Agreement. The Department remains responsible for determining, at its sole discretion, what if any additional security measures are implemented in relation to its systems and/or operating of the services provided under this Agreement.

6.10. 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 76.

6.11. 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:

6.12. Identify confirmed Incidents;

6.13. Determine if personally identifiable information is involved in Incidents;

6.14. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

6.15. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

6.16. 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.

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

7. PERSONS TO CONTACT

For all data, privacy, or security matters:

DHHS Information Security Officer
Email: DHHSInformationSecurityOffice@dhhs.nh.gov

CONTRACTOR NAME: FIS

Signed by:
Prashant Gupta
01D6BBD182ED435...

NAME: Prashant Gupta
TITLE: SVP, Government Solutions
DATE: 11/12/2025

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DocuSigned by:
Nathan White
EBEE04985B32440...

NAME: Nathan White
TITLE: Chief Financial Officer
DATE: 11/13/2025

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EXHIBIT H: PERFORMANCE STANDARDS / BENCHMARK THRESHOLD MEASUREMENT / LIQUIDATED DAMAGES

(see attached Excel document)

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DELIVERABLES / ACTIVITY / MILESTONES			
	DELIVERABLE, ACTIVITY, OR MILESTONE	**DELIVERABLE TYPE**	**PROJECTED DELIVERY DATE**
PLANNING AND PROJECT MANAGEMENT			
1	Conduct Two (2) Project Kick-off Meetings (EBT SNAP/Cash Program Kick-Off and EBT WIC Program Kick-Off) (RFP 8.4.1)	Non-Software	No later than 30 calendar days following Contract Effective Date.
2	Work Plan (FIS Propsoal Appendix Q, RFP section 11.2, item B; and Contract Exhibit B, Section 24)	Written	A final Work/Project Plan is due no later than 30 calendar days after the effective date of the Contract.
3	Contractor Signed Attestation verifyikng project staff background checks were conducted (Contract Exhibit B, item 15)	Written	Within 15 business days of Contract Effective Date.
4	Project Status Reports from Contract inception to completion of statewide implementation or agreed upon timeframe. (RFP 8.4.3.1 Project Communications)	Written	Two (2) Business Days prior to the scheduled recurring status call, at minimum.
5	Detailed System Design Documents, including Desktop and Network Configuration Requirements (RFP Section 11.3.2)	Written	Updated draft due no late than 120 calendar days after the Contract Effective Date, and final draft due no later than 180 calendar days after Contract effective date.
6	Information Security Plan (ISP) (RFP Section 6.2.2; RFP, State of NH Appendix D; and Contract "Exhibit E, DHHS Information Security Requirements" for compliance guidelines.)	Written	Updated draft due no later than 30 calendar days after Contract Effective Date and a final plan due no later than 90 calendar days after Contract Effective Date.
7	Communications and Change Management Plan (RFP 11.2 and 11.8.1)	Written	Updated draft of the Change and Release Management Plan due no later than 30 calendar days after Contract Effective Date and a final plan due no later than 90 calendar days after Contract Effective Date.
8	Software Configuration Plan (RFP 11.3.2) Detailed System Design Documents meet the "Software Configuration Plan" requirement.	Written	Updated draft due no later than 30 calendar days after Contract Effective Date and a final plan due no later than 90 calendar days after Contract Effective Date.
9	Systems Interface Plan and Design/Capability (RFP 11.3.2) Detailed System Design Documents meet the "System Interface Plan" requirement.	Written	Updated draft due no late than 120 calendar days after the Contract Effective Date, and final draft due no later than 180 calendar days after Contract effective date.
10	Project Plans, item E. 11.4.2 Life Cycle Test Plan (SNAP); and 8.29 Item Q - Test Plan (WIC)	Written	Due no later than 120 calendar days after the Contract Effective Date and a final 180 calendar days after the Contract Effective Date.
11	SNAP/Cash Transition/Conversion Plan (11.5.1)	Written	Updated draft due no late than 120 calendar days after the Contract Effective Date, and final draft due no later than 180 calendar days after Contract effective date.
12	Deployment Plan (RFP Section 8.29)	N/A	N/A Transition/Conversion Plan in Row 11 satisifes the Deployment Plan requirement.
13	Comprehensive Training Plan and Curriculum (Training materials for State Staff and WIC Vendors) (RFP WIC 8.29, item N, a (WIC); RFP 9.2.8 (SNAP))	Written	No later than 120 days after Contract Effective Date and updated throughtout the Contract period as needed to reflect changes in the eWIC system or services.
14	End User Support Plan (Contract Section 4, Helpdesk Support)	Written	Draft plan due no later than 30 Days after Contract Effective Date or a date mutually agreed upon by the Partys; final plan due 90 Days after Contract Effective Date.
15	Business Continuity and Recovery Plan (RFP 7.1.1 and 11.2)	Written	Draft plan due no later than 30 Days after Contract Effective Date or a date mutually agreed upon by the Parties; final plan due 90 Days after Contract Effective Date.
16	Documentation of Operational Procedures	Written	No later than 90 Days after Contract Effective Date
17	Bring Your Own Device (BYOD) Security Plan	N/A	N/A
18	Privacy Impact Assessment (PIA) (Contract Exhibit B, Section 14) Mandatory security document. Must consult DHHS, Division of Information Systems Officer (DISO) to request striking requirement.	Written	Upon request, and if required under the applicable privacy law.
19	Systems Security Plan (SSP) (6.2.2) (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.) Mandatory security document. Must consult DHHS DISO to request removal of requireent.	Written	Draft plan due no later than 30 Days after Contract Effective Date or a mutually agreed upon date; final plan due 90 Days after Contract Effective Date.

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20	Disaster Recovery Plan (DRP) (RFP 7.2 (SNAP); 8.29 (WIC); and 11.2, item I) Required Project Plans, Item I, Disater Services Plan; and WIC Disaster Recovery Plan satisfies this requirement. Mandatory security document. Must consult DHHS DISO to request removal of requirement.	Written	Draft plan due no later than 30 Days after Contract Effective Date or a mutually agreed upon date; final plan is due 90 Days after Contract Effective Date.
INSTALLATION			
21	Provide Software Licenses if needed	Written	Due on a mutually agreed upon date, upon completion of the final Work Plan.
22	Provide Fully Tested Data Conversion Software	Software	Due on a mutually agreed upon date, upon completion of the final Work Plan.
23	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	Due on a mutually agreed upon date, upon completion of the final Work Plan.
TESTING			
24	Conduct Integration Testing	Non-Software	Due on a mutually agreed upon date, upon completion of the final Work Plan.
25	Conduct User Acceptance Testing	Non-Software	Due on a mutually agreed upon date, upon completion of the final Work Plan.
26	Perform Production Tests	Non-Software	Due on a mutually agreed upon date, upon completion of the final Work Plan.
27	Test In-Bound and Out-Bound Interfaces	Software	Due on a mutually agreed upon date, upon completion of the final Work Plan.
28	Conduct System Performance (Load/Stress) Testing	Non-Software	Due on a mutually agreed upon date, upon completion of the final Work Plan.
29	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software	Due on a mutually agreed upon date, upon completion of the final Work Plan.
30	Security Risk Assessment (SRA) Report - Mandatory security document o if PII is part of the Contract, the SRA shall include a Privacy Impact Assessment (PIA) o if BYOD (if personal devices have been approved by DHHS Information Security to use, the SRA shall include a BYOD section)	Written	Due on a mutually agreed upon date, upon completion of the final Work Plan.
31	Security Authorization Package	Written	Due on a mutually agreed upon date, upon completion of the final Work Plan.
SYSTEM DEPLOYMENT			
32	Converted Data Loaded into Production Environment	Software	Due on a mutually agreed upon date, upon completion of the final Work Plan.
33	Provide Tools for Backup and Recovery of all Applications and Data	Software	Due on a mutually agreed upon date, upon completion of the final Work Plan.
34	Conduct Training	Non-Software	Due on a mutually agreed upon date, upon completion of the final Work Plan.
35	Cutover to New Software	Non-Software	Due on a mutually agreed upon date, upon completion of the final Work Plan.
36	Provide Documentation	Written	Due on a mutually agreed upon date, upon completion of the final Work Plan.
37	Execute System Security Plan	Non-Software	Due on a mutually agreed upon date, upon completion of the final Work Plan.
OPERATIONS			
38	Ongoing Hosting Support	Non-Software	Due on a mutually agreed upon date, upon completion of the final Work Plan.
39	Ongoing Support & Maintenance	Software	Due on a mutually agreed upon date, upon completion of the final Work Plan.
40	Conduct Project Exit Meeting	Non-Software	Due on a mutually agreed upon date, upon completion of the final Work Plan.
41	Contract End of Life Transition	Non-Software	Due on a mutually agreed upon date, upon completion of the final Work Plan.

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APPLICATION REQUIREMENTS			
State Requirements			
Req #	**Requirement Description**	**Criticality**	**Delivery Method indicates how the requirement will be delivered:** **Standard** - Feature/Function is included in the proposed system and available in the current software release. **Future** - Feature/Function will be available in a future release. (Provide anticipated delivery date, version, and service release in the comment area.) **Custom** - Feature/Function can be provided with custom modifications. (Respondent must provide estimated hours and average billing rate or flat cost for the software modification in the comment area. These cost estimates should add up to the total cost for software modifications found in the cost summary table in Section X of the RFP). **Not Available/Not Proposing** - Feature/Function has not been proposed by the Vendor. (Provide brief description of why this functionality was not proposed.)
GENERAL SPECIFICATIONS			**FIS Response**
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	S
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	S
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	S
APPLICATION SECURITY			**FIS Response**
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	S
A2.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	S
A2.3	Enforce unique user names.	M	S
A2.4	Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide User Account and Password Policy.	M	S
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide User Account and Password Policy.	M	S
A2.6	Encrypt passwords in transmission and at rest within the database.	M	S
A2.7	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide User Account and Password Policy.	M	S
A2.8	Provide the ability to limit the number of people that can grant or change authorizations.	M	S
A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M	S
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	S
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	S

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A2.12	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M	S
A2.13	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	S
A2.14	Do not use Software and System Services for anything other than they are designed for.	M	S
A2.15	The application Data shall be protected from unauthorized use when at rest.	M	S
A2.16	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	S
A2.17	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	S
A2.18	Utilize change management documentation and procedures.	M	S
A2.19	Web Services : The service provider shall use Web services exclusively to interface with the State's data in near real time when possible.	M	S
A2.20	Logs must be configured using "fail-safe" configuration. Audit logs must contain the following minimum information: 1. User IDs (of all users who have access to the system) 2. Date and time stamps 3. Changes made to system configurations 4. Addition of new users 5. New users level of access 6. Files accessed (including users) 7. Access to systems, applications and data 8. Access trail to systems and applications (successful and unsuccessful attempts) 9. Security events	M	S

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TESTING REQUIREMENTS			
State Requirements			
Req #	**Requirement Description**	**Criticality**	**FIS Response**
APPLICATION SECURITY TESTING			
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	S
T1.2	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	S
T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	M	S
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network.	M	S
T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M	S
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system.	M	S
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network.	M	S
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	S
T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.	M	S
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.	M	S
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	S
T.1.12	For web applications, ensure the 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 (http://www.owasp.org/index.php/OWASP_Top_Ten_Project).	M	S
T1.13	Provide the State with validation of 3rd party security reviews -performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M	S
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	S

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T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	S
STANDARD TESTING			**FIS Response**
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology.	M	S
T2.2	The Vendor must perform application stress testing and tuning.	M	S
T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	C
T2.4	The vendor must define and test disaster recovery procedures.	M	S

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HOSTING-CLOUD REQUIREMENTS			
State Requirements			
Req #	Requirement Description	Criticality	FIS Response
OPERATIONS			
H1.1	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3)Concurrently maintainable site infrastructure with expected availability of 99.982%.	M	S
H1.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M	S
H1.3	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	S
H1.4	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	S
H1.5	Vendor shall monitor System, security, and application logs.	M	S
H1.6	Vendor shall manage the sharing of data resources.	M	S
H1.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	S
H1.8	The Vendor shall monitor physical hardware.	M	S
H1.9	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	S
DISASTER RECOVERY			**FIS Response**
H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	S
H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	S
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	S
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	S
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	S
H2.6	Contractor to move the the data over networks in near real time.	M	S
H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs. Contractor stores financial database logs for 7 days	M	S
HOSTING SECURITY			**FIS Response**
H3.1	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	S

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H3.2	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	S
H3.3	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M	S
H3.4	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA.	M	S
SERVICE LEVEL AGREEMENT			**FIS Response**
H4.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	S
H4.2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	S
H4.3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	S
H4.4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.	M	S
H4.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff 24/7.	M	S
H4.6	The Vendor shall conform to the specific deficiency class as described: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	M	S

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H4.7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.	M	S
H4.8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	S
H4.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied. The Contractor performs patching's and upgrades as per the FIS Patch Management Policy establishes the requirements and frequency for deploying updates to FIS' systems. Critical patches are to be applied within at least 14 days. The timeline for remediating vulnerability issues is: Critical: 0-14 days; High: 45 days; Medium: 90 days; Low: 120 days. The Contractor performs scheduled maintenance every Sunday between the hours of 12:00 a.m. and 6:00 a.m. CST as needed.	M	S
H4.10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	S
H4.11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	S
H4.12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	S
H4.13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	S
H4.14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	S

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SUPPORT & MAINTENANCE REQUIREMENTS			
State Requirements			
Req #	Requirement Description	Criticality	FIS Response
SUPPORT & MAINTENANCE REQUIREMENTS			
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	S
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	S
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	S
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.	M	S
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software is resolved with a target of resolution ithin 48 business hours or mutually agreed upon time frame, while class C deficiency will be adressed within a 1 month to 3 month period. These are all approximates and the exact response timelines will be determined based on the discussions with the State. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service - will be adressed within a 1 month to 3 month period. These are all approximates and the exact response timelines will be determined based on the discussions with the State.	M	S
S1.6	The Vendor 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.	M	S
S1.7	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	P	S
S1.8	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	P	C

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S1.9	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following or as agreed to by the parties: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties.	M	C
S1.10	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	S
S1.11	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	S
S1.12	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; 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.	M	S
S1.13	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	S
S1.14	The Vendor shall give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	S
S1.15	The Vendor shall agree to use a secure FTP site provided by the State for uploading and downloading files if applicable.	M	S
S1.16	The State shall provide the Vendor with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	S
S1.17	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	S
S1.18	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	S

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PROJECT MANAGEMENT			
State Requirements			
Req #	Requirement Description	Criticality	FIS Response
PROJECT MANAGEMENT			
P1.1	The Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	S
P1.2	The Vendor shall provide Project Staff as specified in the RFP.	M	S
P1.3	RESERVED	M	RESERVED
P1.4	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation.	M	S
P1.5	RESERVED	M	RESERVED
P1.6	RESERVED	M	RESERVED
P1.7	The Vendor's project manager is also expected to host other important meetings, assign contractor staff to those meetings as appropriate and provide an agenda for each meeting.	M	S
P1.8	Meeting minutes will be documented and maintained electronically by the Vendor and distributed within 24 hours after the meeting. Key decisions along with Closed, Active and Pending issues will be included in this document as well.	M	S
P1.9	The Project Manager must participate in all other State, provider, and stakeholder meetings as requested by the State.	M	S
P1.10	For the first three (3) months of the Contract, the Vendtor shall provide written progress reports, to be submitted to DHHS every two (2) weeks. The reports should be keyed to the implementation portion of the Work Plan and include, at a minimum, an assessment of progress made, difficulties encountered, recommendations for addressing the problems, and changes needed to the Work Plan.	M	S
WEBSITE AND SOCIAL MEDIA MANAGEMENT			
State Requirements			
Req #	Requirement Description	Criticality	FIS Response
PROJECT MANAGEMENT			
W1.1	RESERVED.	M	RESERVED

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WIC Documentation and Status Reports Due Dates and Status Meeting Frequency NCS RFP Section 8.29.1	
	Contract Start Date : TBD
Deliverables	Due Dates
Project Management Plan	Draft is due 30 Days after Contract start date; final is due 90 Days after Contract start date.
Project Schedule	Draft is due 30 Days after each State's Contract's start date or mutually agreed upon date; final is due 90 Days after each State's Contract start date.
Implementation Plan	Draft is due 30 Days after each State's Contract's start date or mutually agreed upon date; final is due 90 Days after each State's Contract start date.
WIC Vendor Enablement and Certification Plan	Draft is due 30 Days after each State's Contract's start date or mutually agreed upon date; final is due 90 Days after each State's Contract start date. WIC Vendor Survey and WIC Vendor Assessment (State to provide initial completed survey). Frequency of reports will be at the discretion of the State.
System Design Documents	Draft is due 120 Days after each State's Contract start date or mutually agreed upon date; final is due 180 Days after each State's Contract start date; update quarterly after successful Conversion.
eWIC - the MIS Interface Specifications Document	Draft is due 120 Days after each State's Contract start date or mutually agreed upon date; final is due 180 Days after each State's Contract start date.
Integrated WIC Vendor Interface Specifications and Integrated WIC Vendor Test Scripts	Draft is due 120 Days after each State's Contract start date or mutually agreed upon date; final is due 180 Days after each State's Contract start date.
Stand-Beside WIC Vendor Agreements (Agreement between the WIC Vendor and the EBT Contractor)	Draft is due 30 Days after each State's Contract start date or mutually agreed upon date ; final is due 90 Days after each State's Contract start date.
Third Party Processor Agreements	Draft is due 30 Days after each State's Contract start date or mutually agreed upon date; final is due 90 Days after each State's Contract start date.
Continuation of Business Plan (Back-up and Contingency)	Draft is due 30 Days after each State's Contract start date or mutually agreed upon date; final is due 90 Days after each State's Contract start date.
Cardholder and WIC Vendor Integrated Voice Response (IVR) Scripts.	Draft is due 180 Days after each State's Contract start date or mutually agreed upon date; final is due 210 Days after each State's Contract start date.
Training Plan and Training Materials	Draft is due 180 Days after each State's Contract start date or mutually agreed upon date; final is due 210 Days after each State's Contract start date.
Test Plan	Draft is due 120 Days after each State's Contract start date or mutually agreed upon date; final is due 180 Days after each State's Contract start date.
Test Scripts	Draft is due 180 Days after each State's Contract start date or mutually agreed upon date; final is due 210 Days after each State's Contract start date.
Test Reports	7 Days following the completion of each test.
System Security Plan	Draft is due 30 Days after each State's Contract start date or mutually agreed upon date; final is due 90 Days after each State's Contract start date.
Operations and Interface Procedures Manual	Draft is due 210 Days after each State's Contract start date or mutually agreed upon date; final is due 60 Days after each State's successful Conversion.
Administrative Functions Manual	Draft is due 210 Days after each State's Contract start date or mutually agreed upon date; final is due 60 Days after each State's successful Conversion.
Settlement and Reconciliation Manual	Draft is due 210 Days after each State's Contract start date or mutually agreed upon date; final is due 60 Days after each State's successful Conversion.

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Reports Design Manual	Draft is due 210 Days after each State's Contract start or mutually agreed upon date; final is due 60 Days after each State's successful Conversion. The EBT Contractor will update and maintain the Reports Manual for the duration of the Contract to reflect any changes in functionality, reports or reporting requirements.
Weekly Status Reports	From Contract Inception to Completion of Statewide Implementation or agreed upon timeframe. The status report will be submitted to the State at least two Business Days prior to the scheduled recurring status call. The EBT Contractor will develop and submit a template for a status report to be provided for review at the project initiation meeting.
Regular Status Meetings	Throughout the duration of the e-WIC project (from initiation through State-wide shift to operations or agreed upon timeframe), the Contractor will host and facilitate a recurring status call. During implementation, the call will be a weekly call unless the State requests status calls on a less frequent basis. The Contractor will provide an agenda for the status meeting no later than two (2) Business Days prior to the call. The Contractor will provide meeting notes for each status call no later than close of business the next Business Day following the call.
Monthly Status Reports During Steady State System Operations	Once Transition begins, the EBT Contractor will submit a monthly status report.
End-of-Contract Transition Plan	The End- of-Contract Transition Plan can be requested by the State's eWIC Project Manager as early as 13 months prior to Contract end, but not less than four (4) months prior to Contract end. The End-of-Contract Transition Plan will be submitted to the State's in writing within one (1) month of a written request to allow for the review and approval by the State. The End- of-Contract Transition Plan must be delivered prior to the last year of the Contract.
Transition Plan	Draft is due 30 Days after each State's Contract start date; final is due 90 Days after each State's Contract start date.
Transition Checklist	Draft is due 30 Days after each State's Contract start date; final is due 90 Days after each State's Contract start date. Manuals and Release Notes 5 days prior to release. Potential Delays (caused by State) within 3 days of the delay being identified.
Potential Delays	Potential Delays within 3 days of the delay being identified.

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State of New Hampshire
Department of Health and Human Services

THE BUREAU OF FAMILY ASSISTANCE and DIVISION OF PUBLIC HEALTH SERVICES

ELECTRONIC BENEFIT TRANSFER

NEW HAMPSHIRE STATE APPENDIX

Appendix D – New Hampshire State Appendix
SNAP/Cash and WIC Programs

1. Introduction

DEPARTMENT OF HEALTH & HUMAN SERVICES OVERVIEW

The New Hampshire Department of Health and Human Services (DHHS) is the largest agency in New Hampshire state government, responsible for the health, safety and well-being of the citizens of New Hampshire. DHHS provides services for individuals, children, families and seniors, and administers programs and services such as mental health, developmental disability, substance abuse, and public health services. This is accomplished through partnerships with families, community groups, private providers, contracted vendors, other state and local government entities, and many citizens throughout the State who help make New Hampshire a special place in which to live.

DHHS achieves its mission and goals by accepting the following responsibilities:

To meet the health needs of New Hampshire citizens: The Department of Health and Human Services recognizes its responsibility to improve access to health care, to ensure its quality and to control costs through improved purchasing, planning and organization of health care services. The Department will work to prevent disease and to protect and improve the health and safety of all citizens through regulatory and health promotion efforts.

To meet the basic human needs of New Hampshire citizens: The Department has a responsibility to provide financial, medical and emergency assistance and employment support services to those in need, in order to assist individuals in reaching self-sufficiency.

To provide treatment and support services to those who have unique needs including disabilities, mental illness, special health care needs or substance abuse problems: The Department has a responsibility to ensure access to quality community-based services for eligible individuals.

To protect and care for New Hampshire's most vulnerable citizens: The Department has a special responsibility to support those who, due to age, disability or circumstance, are at risk and in need of protection.

DHHS administers the following program benefits via Electronic Benefit Transfer (EBT) though the Bureau of Family Assistance for SNAP, TANF, and State Supplemental program for the Disabled, Blind, and Elderly, as well as through the Division of Public Health Services for WIC.

NH PROCUREMENT INFORMATION

The New Hampshire Department of Health and Human Services (NH DHHS) will not accept individual state bids. New Hampshire will only participate in NCS procurement.

Upon vendor selection by the NCS, the NH DHHS will negotiate directly with the selected vendor to enter into a single contract for all services.

The content of a bidder's Proposal must remain confidential until the NH Governor and Executive Council approved a contract resulting from this RFP. A Vendor's disclosure or distribution of the contents of its Proposal, other than to the NCS, may be grounds for disqualification.

The content of the selected vendor's Proposal, and addenda thereto, will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a bid in response to this RFP may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

Insofar as a vendor seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the vendor must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This should be done by separate letter identifying by page number and proposal section number the specific information the vendor claims to be exempt from public disclosure pursuant to RSA 91-A:5.

The selected vendor acknowledges that DHHS is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. DHHS shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event DHHS receives a request for the information identified by a vendor as confidential, DHHS shall notify the vendor and specify the date DHHS intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the vendor's responsibility and at the vendor's sole expense. If the vendor fails to obtain a court order enjoining the disclosure, DHHS may release the information on the date DHHS specified in its notice to the Bidder without incurring any liability to the vendor.

Notwithstanding any other provision of this RFP, this RFP does not commit DHHS to award a contract. DHHS reserves the right cancel its involvement with this RFP and to solicit new Proposals under a new bid process.

In order to protect the integrity of the bidding process, notwithstanding RSA 91-A:4, no information shall be available to the public by the State of NH, or to the members of the general court or its staff, concerning specific responses to the RFP from the time the request is made public until the closing date for responses except that information specifically allowed by RSA 21-G:37.

DHHS reserves the right to award a service, part of a service, group of services, or total Proposal and to reject any and all Proposals in whole or in part. The notice of the intended contract award will be sent by certified mail or overnight mail to the selected vendor. A contract award is contingent on approval by the Governor and Executive Council.

If a contract is awarded, the vendor must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at the vendor's location or at any other location deemed appropriate by the Department, in order to determine the vendor's capacity to satisfy the terms of this RFP. The Department may also require the bidder to produce additional documents, records, or materials relevant to determining the vendor's capacity to satisfy the terms of this RFP. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the bidder.

Upon successful contract negotiations with the selected vendor, the NH DHHS will request complete execution of the negotiated contract, which will be presented in the standard contract template attached to this document.

The selected vendor must obtain and return the following documents with the original fully executed contract to the State of NH Contact Person, to be identified upon receiving notification from NCS of the selected vendor:

- NH Certificate of Good Standing.
- Current ACORD Certificate of Insurance.
- Certificate of Vote/Authority.

1.1 Overview

Unless otherwise specified in this New Hampshire appendix, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this RFP to any manufacturer or proprietor or to constitute an endorsement of any commodity or service. The State of New Hampshire does not warrant the accuracy of any such information and shall not be liable for any errors or omissions, or the results of errors or omissions, which may be discovered, at any time, to exist in these documents. The New Hampshire appendix only includes responses to those sections of the NCS RFP where New Hampshire has State Specific or additional requirements. Each response is numbered accordingly to the sections of the NCS RFP.

1.2 Purpose

The State of New Hampshire's State Appendix has been established to provide requirements specific to the State.

1.3 Background

The administration of the Electronic Benefit Transfer program for both Food Stamp (SNAP) and cash assistance is organized under the State of New Hampshire's Department of Health and Human Services (DHHS), Bureau of Family Assistance (BFA) and the administration of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) Nutrition Program is organized under the State of New Hampshire's DHHS, Division of Public Health Services.

1.4 Scope of Service

The State of New Hampshire currently operates the following services using their NH EBT program:

- Cash Assistance
- SNAP
- State funded Nutritional Supplement
- WIC

The State of New Hampshire is also interested in pursuing other electronic payment services. These services include Direct Deposit, EPC or Branded Debit Cards, and other possible electronic solutions.

2.11 Letter of Credit or Performance Bond

The State of New Hampshire requires a one-million-dollar performance bond be provided to the State at the sole expense of the contractor.

4.1.6 State Regulations

The Contractor shall comply with all statutes, laws, regulations, and orders of State, and county or municipal authorities that may impose any obligation or duty upon the contractor and/or the State of New Hampshire. Such rules for the Department of Health and Human Services including but not limited to, RSA 167:7-b, Prohibited Use of Electronic Benefit Transfer Cards, "CHAPTER He-W 600 FINANCIAL ASSISTANCE AND ELIGIBILITY FOR MEDICAL CARE, He-W 671.01 Electronic Benefit Transfer (EBT)", and CHAPTER He-W 700 FOOD STAMPS, He-W 702.01"

4.2.1.2 Network Communications Facilities

4.2.1.2.1 Batch and Online

The State of New Hampshire requires the use of TCP/IP and Secure FTP as its two primary communications protocols.

The State sends batch benefit and demographic files to the contractor on a daily basis. These files are sent via Secure FTP to the EBT Contractor. The State also pulls batch files and reports from the contractor via Secure FTP on a daily basis.

The State requires a web based EBT administrative terminal, in which benefit and demographic information can be manipulated by a unique user profile.

The contractors will be responsible for providing their own end-to-end connectivity to any non-web based Administrative terminal. The design and implementation will be decided during detail design. The State will work with the contractor to ensure proper connectivity between the two systems and networks.

The State of New Hampshire is consistent with the Northeast Coalition of States RFP.

4.2.1.3 Transaction Processing

Benefits must be debited on a first in, first out (FIFO) based on availability date. If a cardholder is entitled to more than one cash or SNAP/Nutritional Assistance benefit type, the below hierarchy must be applied.

Credit transactions must be applied in reverse order so that "spent" benefits are re-established or "refilled" beginning with the most recent and working backward in time toward the oldest available benefit. The return cannot exceed the total value of funds expended from those available benefits, otherwise it should be denied.

The State of New Hampshire requires a unique benefit code for each benefit type described in the below hierarchy, however not all benefit types are currently being used.

Assistance Type	Funding	Description
Cash	TANF	Transitional assessment planning program for non-TANF Assistance for families. This benefit type is settled directly with the State via cash wire to the processor.
Cash	TANF	NH Employment Program Regular Cash. This benefit type is settled directly with the State via cash wire to the processor.
Cash	TANF	Family Assistance Program Regular Cash. This benefit type is settled directly with the State via cash wire to the processor.
Cash	TANF	Unemployed Parent Cash. This benefit type is settled directly with the State via cash wire to the processor.
Cash	TANF	Refugee Cash Assistance Adult. This benefit type is settled directly with the State via cash wire to the processor.
Cash	TANF	Refugee Cash Assistance Family. This benefit type is settled directly with the State via cash wire to the processor.
Cash	TANF	Family Assistance Program. This benefit type is settled directly with the State via cash wire to the processor.
Cash	TANF	Families with older children – 19-year-old. This benefit type is settled directly with the State via cash wire to the processor.
Cash	TANF	Interim disabled parent program for families with verified disabilities. This benefit type is settled directly with the State via cash wire to the processor.

Cash	TANF	Mileage reimbursement/Transportation Stipend. This benefit type is settled directly with the State via cash wire to the processor.
Cash	FNS	Mileage reimbursement. This benefit type is settled directly with the State via cash wire to the processor.
Cash	FNS	Child Care reimbursement. This benefit type is settled directly with the State via cash wire to the processor.
Cash	STATE	Old Age Assistance Cash. This benefit type is settled directly with the State via cash wire to the processor.
Cash	STATE	Aid to Permanently and Totally Disabled Cash. This benefit type is settled directly with the State via cash wire to the processor.
Cash	STATE	Aid to Needy Blind. This benefit type is settled directly with the State via cash wire to the processor.
SNAP	FNS	SNAP Regular. This benefit type is settled directly with FNS and is reported to the AMA.
SNAP	FNS	SNAP Disaster. This benefit type is settled directly with FNS and is reported to the AMA.
SNAP	FNS	SNAP Replacement. This benefit type is settled directly with FNS and is reported to the AMA.
SNAP	FNS	SNAP Mass Replacement. This benefit type is settled directly with FNS and is reported to the AMA.
SNAP	FNS	SNAP Mass Supplement. This benefit type is settled directly with FNS and is reported to the AMA.
Nutritional Supplement	TANF	State nutritional benefits for working adults with children. This benefit type requires the same limitation on use as a SNAP benefit, but follows the same cash settlement process as cash benefits.

4.2.2.1 Contractor Managed Adjustment Process

New Hampshire requires the contractor to manage any client initiated adjustments and is consistent with the Northeast Coalition of States RFP.

Any retailer initiated adjustments must be provided to the State on a daily basis, in a viewable format. The State sends notification to the client detailing the retailer initiated adjustment request, and the client's right to a fair hearing. If the client requests a fair hearing, the State will communicate the request to the contractor, as well as the fair hearing decision, so that the adjustment can be processed according to USDA-FNS requirements and Quest operating rules.

The State of New Hampshire requires the contractor to send all notifications, with state approved language, to retailers regarding client initiated adjustments. The contractor must process all client initiated adjustments according to USDA-FNS requirements and Quest operating rules. Detailed data elements, as outlined in the NCS RFP, must be provided to the State in a viewable format in a timely manner.

Currently, retailer initiated adjustments are handled in State; however New Hampshire may be interested in the contractor to handle this process in the future.

4.2.2.3 ATM Balance Inquiries

The State of New Hampshire may restrict ATM Balance Inquiries dependent on pricing.

4.2.2.4 ATM Usage Transaction Fees

The State of New Hampshire currently provides two (2) free ATM transactions prior to a fee being assessed to the cardholder.

4.2.2.5 Restrictive Interchange Transaction Processing

Per New Hampshire law (RSA 167:7-b, Prohibited Use of Electronic Benefit Transfer Cards), the following additional restrictions are also required:

- All cash transactions, regardless of benefit type; and
- Additional locations, as follows:
  - Business establishments that primarily engage in the practice of body piercing, branding or tattooing;
  - Cigar stores and stands, pipe stores, smoke shops and tobacco shops; and
  - Recreational Marijuana dispensaries.

Currently, cash transactions are restricted, as follows:

- At all ATMs within close proximity of any restricted locations, which have been identified by the EBT Processor, and approved by the State;
- By the following Merchant Category Codes (MCC):
  - MCC 7995 for gaming establishments;
  - MCC 7273 or 7297 for adult entertainment establishments;
  - MCC 7299 for business establishments that primarily engage in the practice of body piercing, branding, or tattooing;
  - MCC 5993 for cigar stores and stands, pipe stores, smoke shops and tobacco shops;
- There is no known MCC used for a marijuana dispensary that is not licensed as an alternative treatment center, therefore those locations, if there are any in NH, will be manually monitored by the Department. By 5-digit Bank Identification Number at all New Hampshire owned liquor stores (this process is controlled by the State).

Additionally, the State requires that all merchants using MCC 5921, who are also FNS approved retailers, not be restricted from processing cash transactions. Currently, the EBT Processor reports merchants with MCC 5921 to the State for review, without blocking the cash transaction. If the State finds the merchant is not an FNS approved retailer, the State will request that merchant be blocked from processing all future cash transactions.

4.3 Account Set-up, Account Maintenance and Benefit Authorization – Core Requirements

Please see section 4.2.1.3, Transaction Processing, for a listing of New Hampshire's Primary Program Designation hierarchy. The State of New Hampshire additionally requires the following Case Area ID codes for our local offices:

Local Office 1 – Keene
Local Office 2 – Claremont
Local Office 3 – Laconia
Local Office 4 – Conway
Local Office 5 – Concord
Local Office 6 – Seacoast
Local Office 7 – Vacant
Local Office 8 – Littleton
Local Office 9 – Berlin
Local Office 10 – Manchester
Local Office 11 – Southern
Local Office 12-16 – Vacant
Local Office 17 – Rochester
Local Office 77 – Long Term Care
Local Office 78 – Main Office East
Local Office 79 – Main Office West
Local Office 96 – State Office

Account Creation

The State of New Hampshire's automated eligibility and case management system, New HEIGHTS, drives the creation of EBT accounts and the maintenance of those accounts, via nightly batch file transmission.

Account Deletion

The State requires the contractor to sweep dormant cases off the EBT System on a monthly basis (around the 24th), and the deleted case information files be batched to New HEIGHTS using existing file formats, described in section 4.3.1.2. The State defines dormant cases, as follows:

- Any case that has a zero balance for all programs, and no financial transactions or deposits for the previous 365 days.
- Any case that has a zero balance for all programs, and has expunged the last benefit authorization within 90 days or more, of the previous month's sweeps run.

4.3.1.1 EBT Account Number Assignment

The State of New Hampshire's New HEIGHTS system assigns a unique Recipient Identification Numbers (RID) for identification of individuals within the system. This number is labeled as the "Case Number" field and expected to be stored by the contractor for case identification in the batch file process.

4.3.1.2 Use of Existing File Formats

The State of New Hampshire's New HEIGHTS system transmits both Case/Cardholder Maintenance records, and Benefit Issuance records, vis batch file. Each batch consists of a header, followed by multiple detail records, followed by a trailer record. If multiple batches are created by the State on the same day and with the same create time, the time for each new batch will need to be incremented by one minute. All alphanumeric fields will be left justified and right space filled.

Please note: these File Formats are sample versions, and the exact format will be worked out during detail design.

Batch Files sent from the State to the EBT Processor

Case/Cardholder Maintenance records

Accounts are created and modified using the Daily Case/Client Maintenance file. This file contains both known and unknown individuals to the EBT system. Existing EBT information should be applied to the EBT account and modify the appropriate fields while new EBT information should create a new EBT account using the record information, and produce a new EBT card. There detail records for the Case/Client Maintenance records may have one of four formats, as described below.

Case/Client Maintenance Header

Field Name	Format	Comments
Record Type	X(02)	Constant = "HC"
Agency Unique	X(15)	Area for agency discretionary data
Agency code	X(06)	Constant "NHDHHS" = New Hampshire Agency.
Maintenance type	X(16)	Constant "CASE/CLIENT" "CONVERSION"
File create date	9(08)	Required CCYYMMDD
File create time	9(04)	Required HHMM
Filler	X(125)	Field should be set to blanks.

Record Length = 176 bytes

Case/Client Maintenance Detail Record

Field Name	Format	Comments
Refresh action	X(01)	Required A - Add C - Change (changes are allowed on all fields except case number and client type)
Case Number	X(14)	Required
Client Type	X(02)	Required.
Case Worker ID	X(09)	Required
Local Office Code	X(03)	Required

Client First Name	X(15)	Required
Client Middle Initial	X(01)	Optional
Client Last Name	X(20)	Required
Street Address 1	X(30)	Required
Street Address 2	X(30)	Optional
City	X(20)	Required
State	X(02)	Required
ZIP Code	X(09)	Required
Birth date	X(08)	Required: Format CCYYMMDD
Social Security Number	X(09)	Optional
Issue Card	X(01)	Required: Y -Yes, N – No
Generate PIN	X(01)	Required: Y - Yes, N – No
Language Indicator	X(01)	Required: E = English (The State will hard code 'E')

Record Length = 176 bytes

Usage Notes:

This detail record format is used to add and change Case and Client information. On an Add request, if the case does not exist in the EBT database, a case record will be generated. All fields identified above as required are required, and will include details. If an Add record is received for a client already on the EBT database, the add will be rejected and the EBT database will not be modified.

The client type is established at the time the case is created. The client types are mutually exclusive within each of their respective client types. This means that there can only be one primary on the case, as well as only one alternate per benefit class, meaning, there can only be 1 alternate for Cash and 1 for SNAP on a single case. This Alternate can be the same individual or two different individuals. The following is a list of the Client Type Codes that are used to differentiate the primary cardholder (primary payee) from the alternate cardholder, and to determine access to benefits:

- P - Primary payee for both cash and SNAP assistance;
- PC - Primary payee for cash only;
- PF - Primary payee for SNAP only;
- 1C – First Alternate for Cash only;
- 1F – First Alternate for SNAP only;
- 1B - Alternate for SNAP and cash;
- 2C – Second Alternate for Cash only; and
- 2F - Second Alternate for SNAP only.

Example: if a client with a type of "PF" is on the account, another client with a type code of "PC" cannot be added to the system, although an alternate with a client code of "1C", "1F" or "1B" could be added to the system. An additional alternate can be added to the case with a type code of "2F", or"2C", as long as a "1B" alternate has not already been added, and there is not a "1" alternate already added for that benefit class. When alternates are added to a case they will be added with the primary client's date of birth.

When any alternate is added to a case, the issue card field will have a "Y" in the comments section, however the State requires the contractor to block the issuance of the alternate's EBT Card, and return an error message in the Batch Refresh file/Batch Exception Reporting for each alternate EBT card record that is blocked. The alternate's EBT Card can then be manually issued, via the Administrative Terminal, as needed (see Section 4.3.1.6 Authorized Representatives and Authorized Payees for more information on regarding this process).

If the Primary client on the case is not to have access to any benefits on the case, the State will send the Primary client add request with the Issue Card and Generate PIN flags set to 'N'. This will establish the client on the database, but not issue them a card. If the Primary has already been issued a card and the State wishes to terminate that primary's access to the benefits they would change the status of the card manually via the Administrative Terminal.

On a Change request, the State will send details in all fields. The EBT system will only change fields that have actually changed value. Fields that are optional can be blanked out by sending a Change request with the field to be blanked out filled with asterisks (*).

This file is not used to re-issue EBT cards on existing cases. The State currently does not do Card Re-issue through batch. All card re-issuance is done via the Administrative Terminal.

Case/Client Type Maintenance Record

Field Name	Format	Comments
Refresh Action	X(01)	Describes action required on this update: P Client Type (benefit payee) change
Case Number	X(14)	Required
Old Client Type	X(02)	Required
New Client Type	X(02)	Required
Filler	X(157)	Field should be set to blanks.

Record Length = 176 Bytes

Usage Notes:

This record format is used to change the Client Type for a payee on the EBT database. Changing the Client Type allows the State to have different payees for Cash and Food Stamp benefits. Future benefits issued to the payees need to have the correct Client Type associated with the benefit being issued. If the State attempts to change the Client Type to a Type that has already been assigned to another client on the case, the request will be rejected.

Case/Client Maintenance (Deactivate client) Detail Record

Field Name	Format	Comments
Refresh action	X(01)	Required. D - Deactivate.
Case Number	X(14)	Required
Client Type	X(02)	Required. See Page 10 for values
Status Card	X(01)	Required. Y - Yes, N - No.
Filler	X(158)	Field should be set to blanks.

Record Length = 176 Bytes

Usage Notes:

This record format is only used to deactivate/delete an alternate from the case. The 'Status Card' indicator gives the State the ability to deactivate the card with this file in addition to deleting the alternate. Once the alternate is deleted any future benefits added to the account will not be accessible to the deleted alternate. The alternate will still be able to access existing benefits to which their card is linked. If the State wishes to terminate access to all benefits immediately for the alternate, they would set the 'Status Card' flag to 'Y'. This action would status the card as 'Deactivated/Canceled'

A Primary client can never be deleted from a case.

Case/Client Maintenance Trailer

Field Name	Format	Comments
Record type	X(02)	Constant = "TC"
Total Detail Records	9(09)	Required, total number of detail records
Number of Adds	9(09)	Required, count of add records
Number of Changes	9(09)	Required, count of change records
Number of Case Number Changes	9(09)	Required, count of case number change records
Number of Client Type Changes	9(09)	Required, count of client type change records
Number of Deletes	9(09)	Required, count of delete records
Filler	X(120)	Field should be set to blanks.

Record length = 176 bytes

Benefit Issuance records

Benefits are issued and cancelled in the EBT databases using the Benefit Batch Maintenance File. Authorization Number is required to be unique, and once a benefit has been canceled, the authorization number cannot be reused.

The benefits will be available to the clients at 06:00 am ET on the benefit available date.

Benefit Batch Maintenance Header

Field Name	Format	Comments
Record Type	X(02)	Constant = "HB"
Agency Unique	X(15)	Area for agency discretionary data. It is not used for any processing but may appear on reports.
Agency code	X(06)	Constant "NHDHHS' = New Hampshire Agency
Maintenance type	X(16)	This field is edited for valid values, and identifies the maintenance type on the Batch Refresh Exception Reports and Summary Report. Valid values are: "CASH DAILY" "CASH SEMI-MONTHLY" 'FS DAILY" FS MONTHLY"
File create date	9(08)	Required CCYYMMDD
File create time	9(04)	Required HHMM
Filler	X(29)	Field should be set to blanks.

Record Length = 80 bytes

Benefit Batch Maintenance Detail Record

Field Name	Format	Comments
Refresh action	X(01)	Describes action required on this update: A – Add D – Cancel benefit (once a benefit has been canceled, it cannot be reactivated)
Case Number	X(14)	Required
Benefit Type	X(06)	Required
Auth Number	X(10)	Required
Auth Amount	9(05)v99	Required
Benefit available date	9(08)	Required CCYYMMDD, this is the date that the benefit will be available to the client
Benefit available time	9(04)	Required HHMM, this is the time that the benefit will be available to the client
Local Office Code	X(03)	New Hampshire Local Office code
Benefit Status	X(01)	A = Active
Filler	X(26)	Field should be set to blanks

Record Length = 80 bytes

Usage Notes:
This record format is used to add and cancel benefit authorizations. A benefit can only be canceled prior to the availability date. Once a benefit is canceled, it cannot be changed back to an active status

Benefit Batch Maintenance Trailer

Field Name	Format	Comments
Record Type	X(02)	Constant = "TB"
Total Detail Records	9(09)	Required, total number of detail records
Number of Adds	9(09)	Required, count of add records
Number of Deletes	9(09)	Required, count of benefits canceled
Amount of adds	9(09)v99	Value of add records in the batch
File create date	9(09)	Required CCYYMDD
File create time	9(04)	Required HHMM
Filler	X(28)	Field should be set to blanks

Record Length = 80 bytes

Batch Files sent from the EBT Processor to the State

Batch Refresh Files

The State pulls five (5) batch refresh files, one for each batch file sent. These refresh files must be transmitted to the State in the same order they were received by the EBT Processor, and contain similar field descriptions as the State's files. See section 4.3.2.2 for a list of required error messages.

Card Order File Layout

The contractor is responsible for making the card order file available to the State each calendar day by 7:45AM. The EBT contractor creates the file using data from the following sources. 1. The add records from the Daily Case/Client Maintenance file and 2. Card requests made via the EBT administrative terminal.

Vendor File Header

Field Name	Format	Comments
Filler	PIC 9(2)	Value 1
Vendr-header-seq-no	PIC 9(6)	Value 000001
Filler	PiC X(18)	Value Spaces
Vendr-Issuer-Name	PIC X(30)	Value 'National Embossing Corp'
Vendr-Setdate-MM	PIC XX	Value Spaces
Vendr-Setdate-DD	PIC XX	Value Spaces
Vendr-Setdate-YYYY	PIC X(4)	Value Spaces
Vendr-Photo-ind	PIC X	Y will indicate a photo card N will indicate no photo

Vendr-file-type	PIC X (3)	PIN will indicate PIN mailer File CRD will indicate card/training file EXP will indicate expedited PIN mailer file EXC will indicate expedited card/training file
Vendr-state	PIC X (2)	State code
Filler	PIC X (430)	Value Spaces

Vendor File Detail

Field Name	Format	Comments
Filler	PIC 9(2)	Value 0
Vendr-header-seq-no	PIC 9(6)	Value Zeros detail card record sequence number
Vendr-inst-id2	PiC X(8)	Value Spaces not used
Vender- branch-12	PIC X(5)	Value Spaces not used
Vendr-branch-22	PIC X (5)	Value Spaces not used
Vendr-pan	PIC X (19)	Value spaces PAN number
Vendr-dda	PIC X (19)	Value spaces not used
Vendr-SAN	PIC X(19)	Value Spaces not used
Vendr-mailing-Name 1	PIC X (30)	Value Spaces Card holder name field
Vendr-mailing –Name2	PIC X (30)	Value Spaces 2nd name field
Vendr-mailing-addr-1	PIC X (30)	Value Spaces street address field
Vendr-mailing-addr2		
Vendr-mailing-city2	PIC X (19)	Value Spaces
Vendr-mailing-state2	PIC X (2)	Value Spaces
Vendr-mailing-zip2	PIC X (9)	Value Spaces Second address field if needed. If there is a second address field then it would reside here. If there is no second address then the city-state and zip would reside here.
Vendr-cust-name1	PICX(26)	Value Spaces
Vendr-cust-name2	PIC X (26)	Value Spaces
Vendr-trk1-name2	PIC X (26)	Value Spaces

Vendr-trk1-name2	PIC X (26)	Value Spaces
Vendr-order-status	PIC 9	Value Zeros Indicates if it is a new or reissued card 0 (zero) for New Issue 1 for re-issue
Vendr-produce-card	PIC 9	Value Zeros 0 (zero) for training material only on benefit add 1 produce card and training material on benefit add
Vendr-card-carrier-ind	PIC 9	Value Zeros
Vendr-PIN-generate-IND	PIC 9	This field only used on PIN select records. Field will be zero on training and card records No PIN 0 (zero) Generate PIN 1 Customer Selected PIN 2 Recalculate Customer Selected Pin 3
Vendr-num-cards	PIC 9	Value Zeros Total number of cards to be produced
Vendr-card1-plastic-no	PIC 9	Value Zeros Hard coded in program as 1
Vendr-Card2-plastic-no	PIC 9	Value Zeros Hard coded in program as zero
Vendr-exp-date	PIC X(4)	Value Spaces Hard coded to 4912
Vendr-withdraw-limit	PIC X (4)	Value Space not used
Vendr-encrypted-pin		
Vendr-pin-offset	PIC X(12)	Value Space
Vendr-offset-filler	PIC X (04)	Value Space Will hold either a PIN offset or encrypted PIN depending on type of pin encoding used.
Vendr-city	PIC X (5)	Value Spaces County Code
Vendr-case	PIC X (14)	Value Spaces Card holders case number
Vendr-language	PIC X	Value Spaces Used to indicate the type of language to be used on training material. E- English S-Spanish C-Creole
Vendr-orig-date		
Vendr-orig-date-MM	PIC X (2)	Value Spaces

Vendr-orig-date-YY	PIC X(2)	Value Spaces Not used
Vendr-SSN	PIC X (9)	Value Spaces Card holder social security numbers
Vendr-generation-id	PIC X (5)	Value Spaces Hard coded in the program as 01
Vendr-zip-bar-code	PIC X(9)	Value Spaces Address zip code
Vendr-zip-service-code	PIC X(3)	Value Spaces Hard coded in program as 120
Vendr-pin-val-key-idx	PIC X	Value Spaces Not used
Vendr-pin-ver-value	PIC X (4)	Value Spaces Not used
Vendr-crd-ver-value	PIC X (3)	Value spaces CVV Value
Vendr-expedite-order	PIC X	Value spaces Used only on an expedited order, and will be set to a 'Y'. Otherwise it will be 'N'
Vendr-expedite-fee	PIC 9(4)v9(2)	Value Zero Will only be used on an expedite order, and will contain the fee associated with an expedite order. Otherwise it will be zero.
Vendr-pri-card-cnt	PIC 9(2)	Value Zero Hard coded in program as 01
Vendr-sec-card-cnt	PIC 9(2)	Value Zero Hard coded in program as 01
Vendr-training-ind	PIC X	Value Spaces Will indicate what type of training material to sent out No training material N State training material S Federal training material F WIC training material W
Vendr-drop-ship-cd	PIC X (5)	Value Spaces Currently set up to have county code moved to it as an indicator for drop ship
Filler	PIC X (57)	Value Spaces

Vendor File Footer

Field Name	Format	Comments
Filler	PIC 9(2)	Value 9
Vendrtot-file-records	PIC 9(6)	Value zero Total number of records on file
Vendr-production-EOF	PiC 9(18)	Value Zeros Not used
Vendr-tot-inst-hdrs	PIC9(5)	Value Zero Not used
Filler	PIC X(469)	Value spaces

History Extract File

The following is a description of the current EBT History Extract File. This File is mission critical to the State of New Hampshire's settlement process and Enterprise Data Warehouse. The contractor must work with the State of New Hampshire to ensure that the State can receive the required information in an electronic file for processing.

On a daily basis New Hampshire pulls an extract file of all financial activity-taking place against the benefit authorizations on the EBT Database. The file consists of a header record followed by multiple detail records, followed by a trailer record, and ending with Program Summary Records. Each transaction against a given benefit for the reporting category (i.e., Client initiated transactions) will be detailed. System or State generated transactions that affect the entire benefit are reported uniquely. An update type field indicates whether the update is a debit (withdrawals) or credit (additions) to the benefit. The reporting categories that will be supported for New Hampshire are:

- CL - Client initiated transactions
- CN - Benefit Cancellation from a Batch Maintenance File
- CT - Benefit Cancellation from an Administrative Terminal
- CO - Food Stamp Conversion
- AU - Authorization Added from a Batch Maintenance File
- AT - Authorization Added from an Administrative Terminal
- AG - Aged Benefit
- AD - Adjustment
- RC - Repayment of Claim

The Program Summary records states the outstanding liability for authorizations by benefit type on the EBT database.

Following is the layout of the History Extract File.

Table 1: History Extract Header

Field Name	Format	Comments
Record Type	X(02)	Constant = "EH"
Agency code	X(06)	Constant "NHDHHS" = New Hampshire Agency.
File type	X(16)	Constant "HISTORYEXTRACT"
File create date	9(08)	Required CCYYMMDD
File create time	9(04)	Required HHMM
Activity Date	9(08)	Date of the activity that is contained in the file, regardless of when the program is run
Filler	X(171)	Field should be set to blanks.

Record Length = 215 bytes

Usage Notes:

The State will pull on a daily basis an extract file of all system activity. Each transmission will contain a header record followed by multiple detail records, followed by a trailer record. The last records on the file will be the "Program Summary Records". All alphanumeric fields will be left justified and right space filled.

Table 2: Extract Daily History Detail

Field Name	Format	Comments
Account Number	X(15)	Required
Case Number	X(14)	Required
Authorization Number	X(10)	Required
Update Type	X(02)	"DR" for debits (withdrawals), "CR" for credits (additions) to an authorization
Benefit type	X(06)	Required - See Appendix A for values.
Reporting Category	X(02)	CL = Client initiated transaction (includes reversals and returns) CN = Cancellation from Batch CT = Cancellation from Admin. Terminal CO = FS Conversion AU = Authorization from Batch AT = Authorization from Admin. Terminal AG = Aged AD = Adjustment RC = Repayment of Claim
Available Date	9(08)	Available Date of the Benefit: CCYYMMDD.
Available Balance	s9(7)v99	Amount of funds available to client after the transactions occurred
Transaction Amount	s9(7)v99	Each transaction amount impacting the benefit.

Transaction Date	9(08)	Reporting date of the agency. CCYYMMDD.
Transaction Time	9(04)	Time of the transactions HHMM.
PAN (Card Number)	X(19)	Optional.
Merchant FNS Number	9(07)	Optional. FNS Number where transaction occurred.
Card Acceptor ID	X(16)	Optional. Card Acceptor ID where transaction occurred.
Store Name	X(20)	Optional. Where transaction occurred.
Store Location	X(40)	Optional. Where transaction occurred. Contains: - Address - City - State - Country
Terminal ID	X(15)	Optional. Terminal where transaction occurred.
Local Office Code	X(03)	Local Office Code of case
Settlement Date	9(08)	Format CCYYMMDD

Record length = 215 bytes

Usage Notes:

This record is used to notify New Hampshire of daily activity against outstanding authorizations. Each transaction against a given benefit for the reporting category (i.e., Client initiated transactions) will be detailed. The Settlement Date will be populated on settling transactions (Reporting Categories CL and AD. All alphanumeric fields will be left justified and right space filled.

Extract Daily History Trailer

Field Name	Format	Comments
Record Type	X(02)	Constant = "ET"
Number of Detail Records	9(08)	Total number of detail records on the file
Filler	X(205)	Field will be set to blanks

Record Length = 215 bytes

Usage Notes:

All alphanumeric fields will be left justified and right space filled.

Extract Daily History Program Summary

Field Name	Format	Comments
Record Type	X(02)	Constant = "ES"
Benefit Type	X(06)	See Appendix A for values.
Beginning balance	s9(11)v99	Dollar amount for this program at the beginning of the processing cycle. This field will not reset to $0.00 at month end.

Ending Balance	s9(11)v99	Dollar amount for this program at the end of the processing cycle. This field will not reset to $0.00 at month end.
Accum Authorization Amount	s9(11)v99	Dollar amount of all authorizations for this program for the processing cycle
Accum Cancels Amount	s9(11)v99	Dollar amount of all cancels for this program for the processing cycle, this include aging, food stamp conversions, and benefit cancellations
Accum Transaction Amount	s9(11)v99	Dollar amount of all client transactions performed against the benefit. This includes both credit and debit transactions
Filler	X(141)	Field should be set to blanks.

Record Length = 215 bytes

Usage Notes:

The summary records will always follow the trailer record on the file. All alphanumeric fields will be left justified and right space filled.

Aging Benefit File

New Hampshire requires benefits to be aged once a month. Currently, the benefit aging file is sent with a daily batch that includes other transaction files. See section 4.3.1.10 for more about New Hampshire's requirements on benefit aging.

Benefit Aging Header

Field Name	Format	Comments
Record Type	X(02)	Constant = "AH"
Agency code	X(06)	Constant "NHDHHS' = New Hampshire Agency
File type	X(16)	Constant "AGINGEXTRACT"
File create date	9(08)	Required CCYYMMDD
File create time	9(04)	Required HHMM
Filler	X(44)	Field should be set to blanks.

Record Length = 80 bytes

Usage Notes:

On a monthly basis, New Hampshire pulls an extract file of all benefits with no activity within the configured aging periods. Each transmission will contain a header record followed by multiple detail records, followed by a trailer record. All alphanumeric fields will be left justified and right space filled.

Benefit Aging Detail Record

Field Name	Format	Comments
Case Number	X(14)	Required
Auth Number	X(10)	Required
Benefit Type	X(06)	Required
Auth Amount	9(05)v99	Required
Aging Indicator	X(01)	"1" = Aging Period 1 "2" = Aging Period 2 "3" = Aging Period 3 "4" = Aging Period 4
Benefit available date	9(08)	Required CCYYMMDD, this is the date that the benefit will be available to the client
Available balance	S9(5)v99	Amount of funds remaining on the benefit
Original auth amount	S9(5)v99	Original authorization amount
Filler	X(27)	Field should be set to blanks

Record Length = 80 bytes

Usage Notes:

All alphanumeric fields will be left justified and right space filled.

Benefit Aging Trailer

Field Name	Format	Comments
Record Type	X(02)	Constant = "AT"
Total Detail Records	9(08)	Total number of detail records
Filler	X(70)	Field should be set to blanks

Record Length = 80 bytes

Usage Notes:

All alphanumeric fields will be left justified and right space filled.

Case/Client Delete File

Each month the contractor is required to send the State a file containing those dormant accounts that have been deleted from the EBT System, as defined in section 4.3.1. Once an account has been deleted from the EBT system, the State will send a client/case maintenance "Add" file, if needed, to add the account back to the EBT system.

Case/Client Delete Header Record

Field Name	Format	Comments
Record Type	X(2)	Constant = HC
Agency Code	X(6)	Constant = NHDHHS
File Description	X(16)	Constant = CASE/CLIENT DELS
File Create Date	9(8)	CCYYMMDD
File Create Time	9(4)	HHMM
Filler	X(44)	Field will be set to blanks.

Record length: 80 bytes

Case/Client Delete Detail Record

Field Name	Format	Comments
Case Number	X(14)	Required
Client Type	X(2)	Required Valid Values: P PC PF 1C 1F 1B 2C 2F
Local Office Code	X(3)	Required
Client First Name	X(15)	Required
Client Middle Initial	X(1)	Optional
Client Last Name	X(20)	Required
Client Delete Date	9(8)	Required CCYYMMDD
Filler	X(17)	Field will be set to blanks.

Record length: 80 bytes

Case/Client Delete Trailer Record

Field Name	Format	Comments
Record Type	X(2)	Constant = TC
Total Detail Records	9(9)	Required Total number of detail records
Filler	X(69)	Field will be set to blanks.

Record length: 80 bytes

4.3.1.3 File and Record Transmissions

The State of New Hampshire would prefer that to whatever extent possible that no change be made between the EBT vendor and State interface that would require a modification to the State system either programmatically, functionally, or in regards to hardware.

4.3.1.4 Batch Processing

New HEIGHTS only transmits batch files on State defined business days, although the system is typically operational seven (7) days a week, meaning batch files can be transmitted to New HEIGHTS any day of the week. When the nightly batch is run, five files are generated and sent via Secure FTP to the EBT contractor, however not all files may contain values. These files are transmitted in the following order:

- Daily Case/Client Maintenance (DLYCASE)
- Daily Food Stamp Benefits (DLYFSBKP)
- Daily Cash Benefits (DLYCABKP)
- Monthly Food Stamp Benefits (EOMMFBKP)
- Monthly Cash Benefits (EOMMCBKP)

The State requires batch exemption reporting to be transmitted back to the State in the order it is received.

Currently the State of New Hampshire executes Secure FTP jobs that push and pull files between the current vendor and New HEIGHTS.

The table below provides an overview of the files sent from New HEIGHTS, and schedule times are in EST:

Description	New HEIGHTS file	FTP file	Execution Schedule
Send Daily Case/Client Maintenance	PNHEIGHT.PROD.DATA.NBI256FE	NHSTP.P100.DLYCASE	7:30 - 10 PM (working days)
Send Daily Cash Benefits	PNHEIGHT.PROD.DATA.NBI250FC	NHSTP.P100.DLYCABKP	7:30 - 10 PM (working days)
Send Daily SNAP (Food Stamp) Benefits	PNHEIGHT.PROD.DATA.NBI250FA	NHSTP.P100.DLYFSBKP	7:30 - 10 PM (working days)
Send Monthly Cash Benefits	PNHEIGHT.PROD.DATA.NBI250FD	NHSTP.P100.EOMMCBKP	7:30 - 10 PM (semi monthly)
Send Monthly SNAP (Food Stamp) Benefits	PNHEIGHT.PROD.DATA.NBI250FB	NHSTP.P100.EOMMFBKP	7:30 - 10 PM (monthly)

The table below provides an overview of the files pulled into New HEIGHTS:

Description	New HEIGHTS file	FTP file	Execution Schedule
Pulls and processes EBT History Extract Validation and Settlement Reporting	PNHEIGHT.PROD.DATA.HISTEXTR	NHSTP.P100.EBTSTAG.HISTEXTR	6 AM (7 days a week)
Pulls EBT Daily Report and posts to the Browser reporting model	PNHEIGHT.PROD.DATA.DAILYRPT	NHSTP.P100.EBTSTAG.DAILYRPT	6 AM (7 days a week)
Pulls EBT Batch Reports and posts to Browser reporting model	Creates 5 versions of PNHEIGHT.PROD.DATA.BATCHRPT	Latest 5 versions of NHSTP.P100.EBTSTAG.BATCHRPT	6 AM (7 days a week)

Copies and posts EBT Card Order File to LAN for EBT Card Production Application and produce EBT Card Reconciliation Report	PNHEIGHT.PROD.DATA.CARDORDR	NHSTP.P100.EBTSTAG.CARDORDR	7:45 AM (7 days a week)
Pulled daily, but file contains data monthly. Stale Dated Benefits file to apply updates to Benefit Issuance tables	PNHEIGHT.PROD.DATA.NBI240FA	NHSTP.P100.DATA.NBI240FA	9 - 10:30 PM (working days)
Pulled daily, but file contains data monthly. Account Deactivations file to maintain consistent EBT case status (exists versus new)	PNHEIGHT.PROD.DATA.NBI610FA.TEMP	NHSTP.P100.DATA.NBI610FA	7:30 - 9 PM (working days)
Pulls EBT Monthly report and posts to Browser reporting model	PNHEIGHT.PROD.DATA.MONTHRPT	NHSTP.P100.EBTSTAG.MONTHRPT	8:30 - 10 PM (monthly)
Pulls and processes Benefit Aging file to generate BI0008 letters (Monthly)	PNHEIGHT.PROD.DATA.BENAGING	NHSTP.P100.EBTSTAG.BENAGING	8:30 - 10 PM (monthly)

File Frequency and Average Volume Chart from State of New Hampshire

File Name	File Frequency	Average Volume
Daily Case Maintenance	Daily	1082
Daily Food Stamp Benefit Issuance	Daily	172
Monthly Food Stamp Benefit Issuance	Daily	35799
Daily Cash Benefit Issuance	Daily	17
Semi-Monthly Cash Benefit Issuance	Daily	9468

The following table outlines the current type and frequency of the files transmitted by the EBT Contractor to the State of New Hampshire.

File Frequency and Average Volume Chart from EBT Contractor

File Name	File Frequency	Average Volume
Batch Refresh for Daily Case Maintenance	Daily	1
Batch Refresh for Daily Food Stamp Benefit Issuance	Daily	1
Batch Refresh for Monthly Food Stamp Benefit Issuance	Daily	1
Batch Refresh for Daily Cash Benefit Issuance	Daily	1
Batch Refresh for Semi-Monthly Cash Benefit Issuance	Daily	1
Card Order File	Daily	1
History Extract File	Daily	Varies
Reports Package	Daily	Varies

4.3.1.5 Real-time

The State of New Hampshire currently has the ability to set-up an account, post and withdraw benefits to that account, and make any demographic changes manually on-line in real time, via the Administrative Terminal. These changes are not only performed immediately but will also take effect immediately. The State of New Hampshire may be interested in a client-to-host link in addition to the current set up, dependent on price.

The State of New Hampshire is consistent with the Northeast Coalition of States RFP.

4.3.1.6 Authorized Representatives and Authorized Payees

The State of New Hampshire's New HEIGHTS system sends authorized representatives and payees (referred to as alternate) within the Case/Client Maintenance file process. The State allows the alternate two levels of access to the client's EBT account:

1. Be able to contact EBT Customer Service on the client's behalf; and

2. To contact EBT Customer Service on the client's behalf, as well as have an EBT Card issued to the alternate, with the alternate's name on the EBT Card.

To allow for these two levels of access, the contractor must accept the alternate's add record, but block the issuance of the alternate's EBT Card. Alternates are reviewed on a case by case basis, and EBT Cards are added for the alternate, as needed, via the Administrative Terminal.

Refer to the Usage Notes in Section 4.3.1.2 under the Case/Client Client Type Maintenance Record for more processing rules regarding Client Types.

4.3.1.7 Benefit Authorization and Cancellation

The State of New Hampshire authorizes and cancels benefits, via batch files, as described in section 4.3.1.2. Both cash and SNAP benefits can be cancelled via batch, prior to their availability date. The State also requires the ability to both authorized and cancel a benefit via the Administrative Terminal.

4.3.1.8 Benefit Availability

The State of New Hampshire typically transmits the monthly SNAP benefit file and the semi-monthly cash benefit file 4 days before the benefit availability date. The benefit availability date uses the following table by benefit class.

Benefit Availability

Program	Date*
SNAP Program	The 5th of every month by 6:00am ET.
cash programs and State funded nutritional supplement	The 15th and 30th of every month, except in February when it is the last day of the month, by 6:00am EST.

**This date is regardless of weekends and holidays.*

The SNAP and Cash daily benefit files follow the following availability timeframes:

- Emergency SNAP – 6am, the following calendar day;
- SNAP – 6am, 2 State defined business days post approval; and
- Cash – 6am, 2 State defined business days post approval.

The State funded nutritional supplement is never sent in a daily file, and is only issued during the cash semimonthly batch.

4.3.1.9 Benefit Cancellations

The State of New Hampshire is consistent with the Northeast Coalition of States RFP.

4.3.1.10 Benefit Aging and Expungement

If a Cash EBT account is unused (no debit transactions) for a period of 90 consecutive days, any cash benefit in the account that is 90 days old or older will be expunged.

SNAP expungement processing must be consistent with core requirements described in Section 4.3.1.10.1 of the RFP.

It is expected that benefits made available by the prior contractor will be expunged by the new contractor based on these rules.

4.3.2.2 Batch Exception Reporting

The State of New Hampshire requires Batch Exception Reports be transmitted to the State in the order they are received, meaning the Client/Case Maintenance exception report would be transmitted to the state first, followed by the Daily SNAP exception, Daily Cash exception, Monthly SNAP exception, and Monthly Cash exception.

The State requires at least the following exception messages, in response to the Client/Case Maintenance files and Benefit files:

- Case Number Not Found – when a change or benefit file contains a case number that does not exist in the EBT system;
- Active Client Not Found – when a change or benefit file contains a Client Type that is inconsistent with the Client Type for that case number;
- Primary Already Exits – when an add file is sent that contains case number with a primary already assigned;
- Alternate Already Exists - when an add file is sent that contains case number with the same alternate type already assigned
- Client is Required for Benefit – when a benefit file contains a benefit type that neither a primary client or alternate is authorized to receive for that case number;
- Benefit Already Exists – when a benefit file contains an authorization number that has already been assigned to a different benefit on the EBT System;
- Benefit Not Fount – when a benefit file contains a benefit to be cancelled, but the authorization number does not match the case number within that file; and
- Alternate Card Not Issued – when an add file is sent for any alternate, thus the generation of that alternate's EBT Card was blocked.

4.4.1.2 Database Support

The State of New Hampshire requires all EBT Cards be purged from the EBT system simultaneously with the entire case, as the New HEIGHTS eligibility system does not have the capability to issue an initial EBT Card to an active case. See section 4.3 for a description of account deletion requirements.

4.4.1.3 Multiple Cards per Individual Account

The State of New Hampshire is consistent with the Northeast Coalition of States RFP. See sections 4.3.1.2 and 4.3.1.6 for requirements on multiple cards.

4.4.1.5 Card Deactivation

The State of New Hampshire requires the ability to deactivate and replace an EBT Card for the reason of being lost, stolen, or damaged, via the Administrative Terminal, and for that reason code to be recorded. Additionally, the State requires EBT Cards to be deactivated, via the Administrative Terminal, with two different statuses: one where the customer service help desk cannot replace the EBT Card, and one where the customer service help desk can replace the EBT Card.

4.4.1.8 Cardholder Selection and Assignment of PINs

The State of New Hampshire requires the following PIN selection options for both primary and alternate cardholders:

- Via IVR/ARU, if the cardholder can verify the DOB, Last 4 of the SSN, and zip code, according to the demographic information on the EBT account; and
- Via PIN terminals located at the local offices.

The State requires the ability for the card holder to change a PIN, once an initial PIN is selected:

- Via IVR/ARU, if the cardholder can verify the DOB, Last 4 of the SSN, and zip code, according to the demographic information on the EBT account;
- Via PIN terminals located at the local offices; and
- Via the cardholder web portal, if the previous PIN is verified.

4.5.7 Overnight Bulk Delivery of Cardholder Customized Card Stock

The State of New Hampshire currently utilizes a central mail out method, whereas the EBT cards are produced by the EBT vendor, attached to card carrier, and stuffed in an unsealed envelope. The cards are then shipped overnight to NH where state staff reconciles contents against the shipping manifest and card order file, and then mails them directly to the cardholder. It is the intent of the State to maintain our current process.

The State of New Hampshire requires the contractor to follow and use the current card production process including the card file layout (described in section 4.3.1.2), creation of card stock, and reports.

Additionally, the State of New Hampshire requires a function built into the administrative terminal that allows for a State employed user to "redirect" an EBT card. This function will send a trigger through the card order file, which will indicate the EBT card must be sent to a location other than the recipient's address.

4.5.14 Local District, Group Home, OTCs or Congregate Facility PIN Selection via Hardware Device

The State of New Hampshire has 14 PIN selection devices deployed in the local offices. These devices run on an analog line, however the State of New Hampshire reserves the right to switch to digit terminals in the future.

5.1.15 Administrative Functionality Core Reports/Files/Inquiries

The State of New Hampshire currently pulls a large number of reports based on Administrative Terminal activity. These reports are pulled both on a daily and monthly basis and are sent to our mainframe for loading on our own reporting software package. In the future the State is open to different ways of viewing the reports that would provide more user flexibility.

The State of New Hampshire is consistent with the NCS RFP on all reports in this section and any anticipated variances will be implemented during detailed design.

6.1.1.2 Time Frames for Settlement Switch Processing and Host EBT Business End-of-Day

The State of New Hampshire is consistent with the Northeast Coalition of States RFP. The current cut off for processing is 10:30 PM EST.

7.1.1.2 State Systems

The State of New Hampshire is consistent with the Northeast Coalition of States RFP. The State currently does not have a hot back-up site for our eligibility system. However, when one is created the contractor will be required to work with the State to ensure a proper back-up interface is in place.

7.1.3.4 On-Line Cardholder Account Set-up and Benefit Issuance

The State of New Hampshire requires 100,000 permanent accounts be established in the Administrative terminal for use during a disaster. The accounts must have associated case numbers that are distinguished by the letter "D" as the first character, followed by 9 digits. In the event of an emergency, the State will add demographic and benefit information into these designated accounts, and issue EBT Cards at that time.

WIC EBT Requirements –

The State of New Hampshire is consistent with the Northeast Coalition of States RFP.

8.1 Status of WIC EBT in NCS

The WIC program in the State of NH is handled by the Department of Health and Human Services in the Division of Public Health Services. EBT is statewide in the New Hampshire WIC Program.

8.2 WIC Program Overview

In 2018, NH WIC served 18,297 unique participants and 11,500 unique families, with a monthly average of 12,523 participants; 25% women, 22% infants and 53% children. WIC services are provided statewide through four local agency contracts with more than 50 clinic locations, including full-time permanent and part-time mobile sites. NH WIC participants redeem benefits at more than 150 retail grocers covering all 10 counties. In 2018 the majority of NH's authorized retailers were integrated vendors, with only five stand beside devices located in participant access communities.

8.8 WIC Card and PIN Issuance

All cards will be issued over-the-counter at WIC Clinics only, the Contractor will not have any responsibility to mail cards to WIC participants. Card stock will be provided by the Contractor, but the card inventory process will be managed by the New Hampshire WIC State Agency. The Contractor shall ship cards to the State Agency within 14 days of request.

8.15 Cardholder Customer Service

Help Desk and IVR support must be provided to WIC Participants in the following languages at no additional cost:

- English
- Spanish

8.18 WIC Retailer (WIC Vendor) Management

Help Desk and IVR support must be provided to WIC Vendors in the following languages at no additional cost:

- English
- Spanish

8.19.1 WIC Participant Training Materials

Written participant materials (client brochures) will be provided in the following languages via electronic file to the State Agency:

- English
- Spanish

8.19.3 State and Clinic Training Materials

The Contractor shall conduct one (1) in-person training session for WIC State Staff on the eWIC solution; including administrative functionality, navigation, financials, redemption reporting, stand beside devices and problem resolution.

15. Proposal Requirements

Following selection, selected bidders will be required to submit the following documents for contract approval. Copies of Vendor Contract Exhibits and Forms, required to execute a contract with NH DHHS, may be viewed on the DHHS website at:

http://www.dhhs.nh.gov/business/index.htm

STATE OF NEW HAMPSHIRE
STANDARD CONTRACT DOCUMENTS

TABLE OF CONTENTS

The following documents are required to execute a contract between a vendor and the NH Department of Health and Human Services (DHHS).

Subject:_____

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 New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number ( ) -	1.6 Account Number	1.7 Completion Date Select a Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
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:			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials _____

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 as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials _____

Date _____

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials _____

Date _____

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials _____

Date _____

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFITS TRANSFER SERVICES
SAAS CONTRACT 2019-072
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

New Hampshire Department of Information Technology

TERMS AND DEFINITIONS

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

Confidential Information	Information required to be kept Confidential from unauthorized disclosure *under the Contract*
Deficiencies/Defects	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. **Class A Deficiency** – *Software* - Critical, does not allow System to operate, no work around, demands immediate action; *Written Documentation* - missing significant portions of information or unintelligible to State; *Non Software* - Services were inadequate and require re-performance of the Service. **Class B Deficiency** – *Software* - important, does not stop operation and/or there is a work around and user can perform tasks; *Written Documentation* - portions of information are missing but not enough to make the document unintelligible; *Non Software* - Services were deficient, require reworking, but do not require re-performance of the Service. **Class C Deficiency** – *Software* - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; *Written Documentation* - minimal changes required and of minor editing nature; *Non Software* - Services require only minor reworking and do not require re-performance of the Service.
State	STATE is defined as: State of New Hampshire Department of Health and Human Services 129 Pleasant St Concord, NH 03301 Reference to the term "State" shall include applicable agencies
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
State Data	For SaaS applications means 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 extends from July 1st through June 30th of the following calendar year.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFITS TRANSFER SERVICES
SAAS CONTRACT 2019-072
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

1. ORDER OF PRECEDENCE

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

1.1. State of New Hampshire, Department of Health and Human Services Contract Agreement 2019-072.

1.2. Northeast Coalition of States RFP for EBT Services.

1.3. Vendor Proposal Response to Northeast Coalition of States RFP with Addendums.

2. CONTRACT MANAGEMENT, PROJECT MANAGEMENT AND KEY STAFF

The Project will require the coordinated efforts of a Project Team consisting of both the Contractor and State personnel. The Contractor shall provide all necessary resources to perform its obligations under this Contract as defined in the Northeast Coalition of States, Electronic Benefits Transfer Services RFP. The Contractor shall be responsible for managing the Project to its successful completion.

2.1. STATE PROJECT MANAGER

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

2.1.1.1. Leading the Project;

2.1.1.2. Engaging and managing all Contractors;

2.1.1.3. Managing significant issues and risks.

2.1.1.4. Reviewing and accepting contract deliverables;

2.1.1.5. Invoice sign-offs;

2.1.1.6. Review and approval of change proposals; and

2.1.1.7. Managing stakeholders' concerns.

2.1.2. The State Project Manager is:

<NAME>
<TITLE>
<STREET>
<CITY, STATE, ZIP>
Tel: <PHONE #>
Fax: <FAX #>
Email: <EMAIL>

2.2. REFERENCE AND BACKGROUND CHECKS

The Contractor shall conduct criminal background checks 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.

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and the Contractor Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement, Part 2, Information Technology Provisions, Section 4, Use of State's Information, Confidentiality.

3. INTELLECTUAL PROPERTY

3.1. STATE'S DATA AND PROPERTY

All rights, title and interest in State data shall remain with the State. All data and any property that 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. The Contractor shall not access State user accounts or state data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the State's written request.

3.2. STATE WEBSITE COPYRIGHT

2.1.3. WWW Copyright and Intellectual Property Rights

2.1.3.1. All right, title and interest in the State WWW site <NH.GOV, etc.>, including copyright to all data and information, shall remain with the State.

2.1.3.2. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages.

2.1.3.3. All WWW pages and any other data or information shall, where applicable, display the State's copyright.

3.3. SURVIVAL

This Contract Agreement Section 3, Intellectual Property shall survive the termination of the contract.

4. USE OF STATE'S INFORMATION, CONFIDENTIALITY

4.1. USE OF STATE'S INFORMATION

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

4.2. STATE CONFIDENTIAL INFORMATION

The Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that

becomes available to the Contractor in connection with its performance under the Contract, regardless of its form.

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

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

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

4.3. CONTRACTOR CONFIDENTIAL INFORMATION

Insofar as the Contractor seeks to maintain the confidentiality of its confidential or proprietary information, the Contractor must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contractor considers the software and documentation to be Confidential Information. The 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.

The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable state and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Contractor as confidential, the State shall notify the Contractor and specify the date the State will be releasing the requested information. At the request of the State, the Contractor shall cooperate and assist the State with the collection and review of the Contractor's information, at no additional expense to the State.

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

4.4. SURVIVAL

This Contract Agreement Section 4, Use of State's Information, Confidentiality, shall survive

termination or conclusion of the Contract.

5. LIMITATION OF LIABILITY

5.1. STATE

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Contractor shall not exceed the total contract price set forth in the Form P-37, General Provisions, Block 1.8, Price Limitation.

5.2. STATE'S IMMUNITY

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

5.3. SURVIVAL

This Section 5, Limitation of Liability shall survive termination or Contract conclusion.

6. TERMINATION

This Section 6 shall survive the termination or contract conclusion.

6.1. TERMINATION FOR DEFAULT

Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder, Event of Default.

6.1.1. Failure to perform the services satisfactorily or on schedule;

6.1.2. Failure to submit any report required; and/or

6.1.3. Failure to perform any other covenant, term or condition of the contract

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

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

6.1.3.1.2. Give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under the contract and ordering that the portion of the contract price, which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the

Contractor has cured the Event of Default, shall never be paid to the Contractor.

6.1.3.1.3. Set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default;

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

6.1.3.1.5. Procure Services that are the subject of the contract from another source and the 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.

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

6.2. TERMINATION FOR CONVENIENCE

6.2.1. The State may, at its sole discretion, terminate the contract for convenience, in whole or in part, by thirty (30) days written notice to the Contractor. In the event of a termination for convenience, the State shall pay the Contractor the agreed upon price, if separately stated in this contract, for deliverables for which acceptance has been given by the State. Amounts for services or deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Part 3, Exhibit B, Price and Payment Schedule, of the Contract.

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

6.3. TERMINATION FOR CONFLICT OF INTEREST

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

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

6.3.2. In the event the contract is terminated as provided above pursuant to a violation by the

Contractor, the State shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a default of the contract by the Contractor.

6.4. TERMINATION PROCEDURE

6.4.1. Upon termination of the contract, the State, in addition to any other rights provided in the contract, may require the 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.

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

6.4.2.1. Agree that the State shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the Service Level Agreement (SLA);

6.4.2.2. Stop work under the contract on the date, and to the extent specified, in the notice;

6.4.2.3. Promptly, but not longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated; and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this section;

6.4.2.4. 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 the Contractor and in which the State has an interest;

6.4.2.5. During any period of service suspension, the Contractor shall not take any action to intentionally erase any State data:

6.4.2.5.1. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase any State data for a period of:

6.4.2.5.1.1. Ten (10) days after the effective date of termination, if the termination is in accordance with the contract period.

6.4.2.5.1.2. Thirty (30) days after the effective date of termination, if the termination is for convenience.

6.4.2.5.1.3. Sixty (60) days after the effective date of termination, if the termination is for cause.

6.4.2.5.2. After such period, the Contractor shall have no obligation to maintain or provide any State data and shall thereafter, unless

legally prohibited, delete all State data in its systems or otherwise in its possession or under its control.

6.4.2.6. 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;

6.4.2.7. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State data;

6.4.2.8. Securely dispose of all requested data in all of its forms, including but not limited to, disk; CD/ DVD; backup tape; and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State; and

6.4.2.9. Provide written certification to the State that the Contractor has surrendered to the State all said property.

7. 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 the contract with the Contractor, its successors or assigns for the full remaining term of the contract; continuing under the contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the contract without liability to the Contractor, its successors or assigns.

8. 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:

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8.1. Dispute Resolution Responsibility and Schedule Table

LEVEL	<CONTRACTOR>	STATE	CUMULATIVE ALLOTTED TIME
Primary	<NAME> <TITLE>	<NAME> State Project Manager (PM)	2 Business Days
First	<NAME> <TITLE>	<NAME> Director	5 Business Days
Second	<NAME> <TITLE>	<NAME> Commissioner	7 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.

9. EXHIBITS

The Exhibits referred to, in and attached to the contract are incorporated by reference.

10. VENUE AND JURISDICTION

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

11. SURVIVAL

The terms, conditions and warranties contained in the contract that by their context are intended to survive the completion of the performance, cancellation or termination of the contract shall so survive, including, but not limited to, the terms of the Information Technology Provisions, Section 4, Use of State's Information, Confidentiality and Information Technology Provisions, Section 6, Termination and shall all survive the termination of the Contract.

12. NOTICES

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

TO THE CONTRACTOR
<NAME>
<STREET ADDRESS>
<CITY, STATE, ZIP>
TEL: (XXX) XXX-XXXX
E.MAIL:

TO STATE:
STATE OF NEW HAMPSHIRE
<DEPARTMENT>
<STREET ADDRESS>
<CITY, STATE, ZIP>
TEL: (603) XXX-XXXX

13. DATA PROTECTION

The Contractor shall comply with Part 3, Exhibit O, DHHS Standard Exhibits, Exhibit K,

DHHS Information Security Requirements.

14. DATA LOCATION

The Contractor shall provide its services to the State and solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on a portable device, including personal computers, except as set forth in Part 3, Exhibit O, DHHS Standard Contract Documents, Exhibit K, DHHS Information Security Requirements.

15. SECURITY INCIDENT OR DATA BREACH NOTIFICATION

The Contractor shall comply with Part 3, Exhibit O, DHHS Standard Contract Documents, Exhibit K, DHHS Information Security Requirements.

16. BREACH RESPONSIBILITIES

The Contractor shall comply with Part 3, Exhibit O, DHHS Standard Contract Documents, Exhibit K, DHHS Information Security Requirements.

17. NOTIFICATION OF LEGAL REQUESTS

The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's data under this contract, or which in any way might reasonably require access to the data of the State. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

18. CONTRACT AUDIT

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

19. SECURITY

The Contractor shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the Contractor. For example, virus checking and port sniffing, the State and the Contractor shall understand each other's roles and responsibilities.

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFITS TRANSFER SERVICES
PART 3, SAAS CONTRACT 2019-072
EXHIBIT A – DELIVERABLES

Contractor will provide Deliverables as defined in Northeast Coalition of States RFP, Appendix K - Deliverables and Events Timeline and accepted modifications as defined below.

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
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EXHIBIT B – PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

This is a Not to Exceed (NTE) Contract for the period between the Effective Date through <DATE>. The Contractor shall be responsible for performing its obligations in accordance with the Contract. 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.

2. 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 Part 1, Form, P-37, General Provisions, Block 1.8, Price Limitation. The payment by the State of the total contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

The State will not be responsible for any travel or out-of-pocket expenses incurred in the performance of the services provided under this contract.

3. INVOICING

The Contractor shall submit complete 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 shall not be backdated and shall be promptly submitted.

Invoices shall be sent to:

<NAME>
<DEPARTMENT>
<STREET>
<CITY, STATE, ZIP>

4. 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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EXHIBIT B – PRICE AND PAYMENT SCHEDULE

5. 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.

6. CREDITS

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

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EXHIBIT C - SPECIAL PROVISIONS

Use the special provision section to show appropriate changes to the terms outlined in the Form P-37, General Provisions.

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EXHIBIT D - ADMINISTRATIVE SERVICES

1. **TRAVEL EXPENSES**

   The Contractor must assume all reasonable travel and related expenses. All labor rates are all-inclusive and shall include, but are not limited to, meals, hotel/housing, airfare, car rentals, car mileage, and out-of-pocket expenses.

2. **SHIPPING AND DELIVERY FEE EXEMPTION**

   The State shall not pay for any shipping or delivery fees unless specifically itemized in the contract.

3. **STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES**

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

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EXHIBIT E - IMPLEMENTATION SERVICES

Contractor will provide Project Management and Implementation as defined in Northeast Coalition of States RFP and accepted modifications as defined below.

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EXHIBIT F - TESTING SERVICES

The Contractor shall provide life cycle testing services as defined in Northeast Coalition of States RFP and accepted modifications as defined below.

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EXHIBIT G - MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE

The Contractor shall maintain and support the system in all respects as described in the applicable program documentation through the contract completion date.

1.1 Contractor's Responsibility

1.1.1 Maintenance Releases

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 to the State.

1.1.2 Standard Agreement

The State shall adopt the Contractor's standard maintenance agreement modified to address terms and conditions inconsistent with State statutes and general State information technology practices.

2. SUPPORT OBLIGATIONS AND TERM

2.1 The Contractor shall repair or replace software, and provide maintenance of the software in accordance with the specifications, terms and requirements of the contract, including but not limited to Exhibit H, Attachment 1, Requirements.

2.2 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 in Part 2, Information Technology Provisions, Section 6, Termination, 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.

2.3 If the Contractor fails to correct a deficiency within the allotted period of time as 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 in Part 2, Information Technology Provisions, Section 6, Termination.

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EXHIBIT H
REQUIREMENTS

Attachment 1: Requirements is hereby incorporated herein.

HOSTING-CLOUD REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
SERVICE LEVEL AGREEMENT					
H4.4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.				
H4.6	The Vendor shall conform to the specific deficiency class as described: **Class A Deficiency** - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. **Class B Deficiency** - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. **Class C Deficiency** - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	P			
H4.7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;	P			

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EXHIBIT I- WORK PLAN

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan for Implementation as defined in Northeast Coalition of States RFP Appendix K, Deliverables and Events Timeline and accepted modifications as defined below.

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EXHIBIT J - SOFTWARE AGREEMENT

LICENSE GRANT

This section is reserved for the inclusion of acceptable vendor license terms if applicable.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFITS TRANSFER SERVICES
PART 3, SAAS CONTRACT 2019-072
EXHIBIT K- WARRANTY AND WARRANTY SERVICE

Contractor will provide Deliverables as defined in Northeast Coalition of States RFP Appendix N – Standard Terms and Conditions and accepted modifications as defined below.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFITS TRANSFER SERVICES
PART 3, SAAS CONTRACT 2019-072
EXHIBIT L - TRAINING SERVICES

The Contractor shall provide Training Services as defined in Northeast Coalition of States RFP and accepted modifications as defined below.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFITS TRANSFER SERVICES
PART 3, SAAS CONTRACT 2019-072
EXHIBIT M
NORTHEAST COALITION OF STATES RFP WITH ADDENDUMS

Northeast Coalition of States RFP including all addendums, is hereby incorporated by reference as fully set forth herein.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFITS TRANSFER SERVICES
PART 3, SAAS CONTRACT 2019-072
EXHIBIT N - CONTRACTOR PROPOSAL

<CONTRACTOR'S> Proposal to Northeast Coalition of States RFP is hereby incorporated by reference as fully set forth herein.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ELECTRONIC BENEFITS TRANSFER SERVICES
PART 3, SAAS CONTRACT 2019-072
EXHIBIT O - DHHS STANDARD EXHIBITS

Contractor is required to comply with all applicable Federal Procurement Clauses, including, but not limited to:

- Equal Employment Opportunity
- Clean Air and Federal Water Pollution Control Act
- Anti-Lobbying Act
- Americans with Disabilities Act
- Drug-Free Workplace Statement
- Royalty Free Rights to Use Software or Documentation Developed
- Debarment and Suspension

The following DHHS exhibits are samples only. Please be advised the selected vendor will be required to adhere to any updates made to the these exhibits. Exhibits A-K are attached.

New Hampshire Department of Health and Human Services
Electronic Benefits Transfer Services

EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to # of years additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. 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 how corrective action shall be managed if the subcontractor's performance is inadequate. 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.

2. Revisions to Standard Exhibits

New Hampshire Department of Health and Human Services
Electronic Benefits Transfer Services

EXHIBIT B

Scope of Services

To be drafted in accordance with the selected vendor's proposal as negotiated with the Department through the procurement process.

New Hampshire Department of Health and Human Services
Electronic Benefits Transfer Services

EXHIBIT C

Payment Terms

To be drafted in accordance with the selected vendor's proposal as negotiated with the Department through the procurement process.

Contractor Initials _____

Date _____

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

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

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

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

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

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

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

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

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

Vendor Name:

Date

Name:
Title:

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

Vendor Name:

_____
Date

_____
Name:
Title:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor 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

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Vendor Name:

_____
Date

_____
Name:
Title:

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

The Vendor 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:

Vendor 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.

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

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

Vendor Name:

_____ _____

Date

Name:
Title:

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 Vendor 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 Vendor 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.

Vendor Name:

_____ Date

_____
Name:
Title:

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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

Department of Health and Human Services	
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Name of Authorized Representative	Name of Authorized Representative
Title of Authorized Representative	Title of Authorized Representative
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

_____ _____

Date

Name:
Title:

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: _____

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: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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

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

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

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

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

LMI

WIC EBT Processor Conversion Framework

U.S. Department of Agriculture, Food and Nutrition Service—Special Supplemental Nutrition Program for Women, Infants and Children

Contract #: 12319820A0011

Call Order #: 12319820F0097

Prepared by:
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Submitted to:
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Date: Aug. 24, 2022

Introduction and Purpose

The U.S. Department of Agriculture (USDA) Food and Nutrition Service (FNS) developed this high-level Electronic Benefit Transfer (EBT) Processor Conversion Framework as a guide for State agencies (SAs) to address the needs of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC).

Who Should Use This Document?

SAs contracting WIC EBT processing services should use this document. This Conversion Framework assumes SAs re-procure turnkey WIC EBT processing systems via a single WIC EBT Processor in compliance with current EBT technical specifications.

What Does the Conversion Framework Do?

- Serves as high-level guidance to SAs planning a WIC EBT Processor re-procurement and conversion.
- Identifies tasks and responsibilities common in previous projects to assist SAs in planning their WIC EBT Processor re-procurements and conversions.
- Empowers SAs with best practices to manage their procurement planning and conversion processes more effectively.

How Is the Conversion Framework Used?

SAs access this resource as needed when planning for and engaging in a WIC EBT Processor conversion. This document contains five sections:

1. **Overview**: This section provides a brief description of the document and the information used to develop it.
2. **Timeline for Re-procurement and Conversion:** This section describes the phases involved in planning, re-procurement, contracting, and conversion along with the typical durations of these phases. SAs should consider this information when planning their re-procurement and conversion schedule.
3. **WIC EBT Processor Conversion Activities:** This section details the activities and tasks involved in a WIC EBT Processor conversion – beginning with the execution of a new WIC EBT processing contract through the conversion with the Outgoing WIC EBT Processor. This framework establishes the activities to perform in parallel with ongoing WIC EBT operations. SAs can use this section to gain an understanding of conversion processes, activities, and responsibilities.

   This section explains considerations when planning and performing a WIC EBT Processor re-procurement and conversion. This section includes tasks typically performed by the Incoming WIC EBT Processor to use for EBT processing requirements in a re-procurement scope of work (SOW).

   This section identifies project member and stakeholder responsibilities based on observations and information from previous WIC EBT Processor conversion projects in both the WIC Program and Supplemental Nutrition Assistance

Program (SNAP). SAs determine who performs the tasks within their projects and choose different approaches to task the assignment.

4. **WIC EBT Processor Re-procurement and Contracting:** This section provides re-procurement planning information, considerations for re-procurement SOW requirements, and the considerations related to contract negotiation and execution.
5. **Appendix**: This section contains additional documents and information SAs use to support their re-procurement and conversion efforts. These documents include the following:
    - Project plan template.
    - Testing information, including data setup and examples of test scenarios.
    - Sample communications plan.

This document uses industry terminology and, as necessary, spells out abbreviations on the first mention. Table 1 defines abbreviations and WIC Program and industry terms used in this document.

Table 1. Abbreviations and Definitions

Abbreviation	Definition
APL	Approved Product List: The file containing all State agency-approved food items by UPC or PLU.
Cardholder	A WIC participant or proxy who has been issued and uses a WIC EBT card.
Cat	Category code: A numbering sequence of two digits used to identify broad WIC food categories.
CPCM	Cost Per Case Month
DED	Deliverable Expectations Document
DNS	Domain Name System: A hierarchical and decentralized naming system used to identify computers, services, and other resources reachable through the Internet or other Internet Protocol networks.
ECR	Electronic Cash Register: The system used by vendors to process purchases for all shoppers. An integrated ECR system includes WIC as a tender type among other tender types.
EBT	Electronic Benefit Transfer
FNS	Food and Nutrition Service
FTP	File Transfer Protocol: The electronic method used to transmit files between the MIS and EBT systems; also used to transmit the APL file to WIC Vendors.
IIN	Issuer Identification Number: The first six to eight digits of the EBT card used for routing transactions through commercial networks.
IVR	Integrated Voice Recognition: An automated system operating as the front end of the WIC EBT Processor's customer service phone line; it provides information based on input by the caller. The IVR routes calls to a live customer service agent for additional assistance.
Level 2 Certification	Retail system testing performed in a lab environment (test).

Abbreviation	Definition
Level 3 Certification	Retail system testing performed in a store environment (production).
MIS	Management Information System: The system used to determine WIC program eligibility for applicants, maintain participant certification information, determine benefit allotments, issue benefits, maintain WIC Vendor information, maintain WIC-approved food information, and communicate benefit activity with the WIC EBT processing system.
MIS Maintenance Provider	The entity responsible for maintaining, supporting, and updating the SAs MIS. In-house SA resources or contracted resources may support this entity.
Mobile App	Mobile Application: A type of software designed to operate on a mobile device.
NTE	Not to Exceed
PIN	Personal Identification Number: A code used by the cardholder to authenticate a transaction. When entered by the cardholder, the encrypted PIN gets sent with the transaction data. An invalid PIN causes the transaction to be rejected.
PLU	Price Look-up: The four- or five-digit code used to identify fresh produce designated by the International Federation of Produce Standards (IFPS).
POS	Point of Sale: A device (separate from or integrated into an ECR) used to initiate and process financial transactions. When separate from the ECR, refer to the POS device as a Stand-Beside device, which can operate as a single or multi-function device: • Single-Function Stand-Beside POS devices only support WIC EBT transactions. • Multi-Function Stand-Beside POS devices support other tender types, such as SNAP and cash benefits in addition to WIC EBT transactions.
RespOrg	Responsible Organization: The party responsible for or in control of a specific phone number; related to the phone number used for cardholder customer services.
RFP	Request for Proposal
RFQ	Request for Quote
SA	State agency: The entity responsible for administering the WIC Program. This entity may include the health department or comparable agency of each State, an Indian Tribal Organization (ITO), or a territory.
SLA	Service Level Agreement: A contract requirement to meet a specific obligation, such as customer service call response times. SLAs are measurable and require regular contractor status reporting with potential penalties for not meeting SLAs.
SMS	Short Message Service: Text messaging.
SNAP	Supplemental Nutrition Assistance Program
SOW	Scope of Work
Subcat	Subcategory code: A numbering sequence of three digits following the Cat to identify the foods, brands, and item sizes in each food category.
TPP	Third-Party Processor: An entity routing transaction data from WIC Vendor systems to the next point in the transaction flow; the next point may include another TPP, a gateway (or switch), or a WIC EBT Processor system. Also known as an Acquirer.
UAT	User Acceptance Testing: End-to-end testing performed by system users to ensure expected functionality after transferring or updating a system.
UPC	Universal Product Code: The 12-digit unique bar code on a product's packaging that is scanned for identification during a transaction.
URL	Uniform Resource Locator: Also known as a web address.

Abbreviation	Definition
USDA	U.S. Department of Agriculture
VAR	Value Added Reseller: An entity providing ECR and POS equipment and support services to a WIC Vendor.
WIC	The Special Supplemental Nutrition Program for Women, Infants, and Children
WIC EBT Processor	The contracted entity providing WIC EBT transaction processing and related services on behalf of an SA.
WIC Vendor	A sole proprietorship, partnership, cooperative association, corporation, or other business entity operating one or more stores authorized by the State agency to provide authorized supplemental foods to participants under a retail food delivery system. Also commonly known as a retailer or merchant.
WUMEI	WIC Universal MIS-EBT Interface

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1. Overview

The WIC EBT Processor Conversion Framework (the "framework") defines a high-level structure of the processes to apply when converting from one WIC EBT processing system to another. In this framework, SAs have access to high-level instructions for conversion activities, procurement and contracting guidance, test guidance, a project plan template, and a sample communications plan.

The framework draws from information gathered through the following channels:

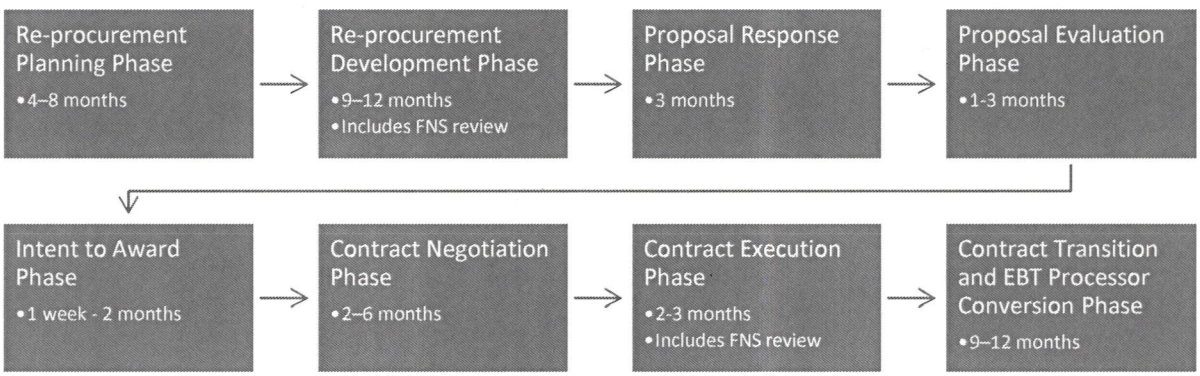
- Reviews of documents, such as conversion plans, management plans, and checklist documents (including SNAP considerations) for perspective on similar conversion activities.
- Interviews with three SAs and three WIC EBT Processors involved in WIC EBT Processor conversions for insights and lessons learned.
- Firsthand experience of the resources on this effort.

2. Timeline for Re-procurement and Conversion

SAs plan a re-procurement and conversion timeline by working backward from the end date of the current WIC EBT processing contract. SAs must complete all activities associated with re-procuring the new project and initiating the conversion *prior to the end* of the current WIC EBT Processor contract. These activities include planning, re-procurement, proposal evaluation, contracting, and contract transition (including a potential WIC EBT Processor conversion if the SA selects a new WIC EBT Processor).

This framework outlines eight major phases of a conversion timeline, which generally take 30-49 months (see Figure 1. Conversion Timeline – 8 Phases). Each phase includes an estimated timeline based on the experience of multiple SAs. When developing a schedule, the SA considers any SA-specific timelines and constraints impacting the phased timeline.

Figure 1. Conversion Timeline – 8 Phases



2.1. Re-procurement Planning Phase

During the planning phase, the SA decides how to re-procure WIC EBT services and selects resources needed to support the effort. The approach can include re-procurement as an independent SA, as part of a consortium, or as a joint procurement with another EBT program, such as SNAP. If the SA procures with SNAP or another EBT program, WIC must have a separate SOW and may need to execute a separate contract with the awardee.

The SA determines the resources needed to support the re-procurement and a possible WIC EBT Processor conversion to a new WIC EBT Processor. Some SAs use internal resources, while others need additional support. For those needing additional assistance, this phase can include procurement of external support, such as project and procurement management or technical subject matter expertise to fill staffing and knowledge gaps.

The Re-procurement Planning Phase lasts 4 to 8 months.

2.2. Re-procurement Development Phase

In this phase, the SA focuses on the SOW and requirements for the next WIC EBT Processor contract. These efforts result in a procurement document, such as a request for proposal (RFP), request for quote (RFQ), or invitation for bid. Section 4: WIC EBT Processor Re-procurement and Contracting includes conversion-related SOW content. In addition, Section 3: WIC EBT Processor Conversion Activities outlines activities an SA can include in the SOW.

Each SA must identify and include their own internal review and approval processes in the timeline of this phase. If part of a consortium or if the SA works with another EBT program in the State, internal reviews will take more time. Following internal reviews, the SA submits the procurement document to FNS for a minimum 60-calendar-day review for each version of the document. Following the FNS review and after all questions and comments have been answered, the SA completes final internal procurement processes and posts the procurement for bidders.

The Re-procurement Development Phase lasts 9 to 12 months.

2.3. Proposal Response Phase

Based on guidance provided in *FNS Handbook 901*, Section 4.2.2.3, the SA posts any re-procurement bidding opportunities (such as RFPs) for a minimum of 90 calendar days. This timeframe allows bidders sufficient opportunity to ask questions and formulate their bid responses.

The Proposal Response Phase lasts a minimum of 3 months.

2.4. Proposal Evaluation Phase

During this phase, the SA evaluates the proposal bids. The time required for bid evaluation varies depending on the following:

- The complexity of the evaluation approach.
- Whether multiple SAs or EBT programs participate in the evaluation.
- Whether presentations or demonstrations occur.
- Whether a bidders' conference is held.
- Whether the SA requests a best and final offer (BAFO).

The SA needs to account for internal processes following selection and before award announcement.

The Proposal Evaluation Phase lasts 1 to 3 months.

2.5. Intent to Award Phase

During this phase, the SA notifies the intended awardee of their selection based on the evaluation. Depending on the SA's preference, they can notify the other bidders of the selection at the same time or hold the notification until completing final contract

negotiations. Following the award notification, most SA processes include a protest period for other bidders to protest the award with a valid justification.

The Intent to Award lasts 1 week to 2 months, depending on protest period and presence of bidder protest(s).

2.6. Contract Negotiation Phase

Following the notification of the intent to award, the SA reviews and discusses proposed modifications to the terms and conditions as requested by the awardee. Most SAs allow for negotiating terms and conditions, but some procurement rules do not permit modifications. The timeline of this phase varies due to allowable modifications under procurement rules, the complexity of the modification requests, and the SA and contractor resources available to negotiate. Requests for changes to terms and conditions often relate to service level agreements (SLAs), hold backs, liquidated damages, liability, and other penalties.

When preparing timelines, the SA may want to consider the negotiation time from their last WIC EBT procurement and the last SNAP EBT procurement in their State. They discuss past experiences with their procurement offices, and they discuss timelines for negotiating contracts for similar services or projects of similar size and complexity by other agencies in the State. The SA adjusts the schedule, if necessary, based on the lessons learned.

The Contract Negotiation Phase lasts 2 to 6 months and has in several cases, up to a year to negotiate.

2.7. Contract Execution Phase

Following contract negotiation, the SA completes all internal processes required to finalize the contract. Once complete, the SA submits the negotiated (not executed) contract for FNS review for a minimum of 60 calendar days. Once FNS completes their review and all questions have been addressed, the SA moves forward with contract execution.

The SA considers any final approvals of the negotiated and FNS reviewed contract prior to contract execution. For example, some SAs require state legislature or governor approval before the SA can sign the contract. In these situations, the SA must secure a position on the agenda of a monthly meeting to discuss the contract with executive leadership and oversight. This process duration varies. The number of other contracts awaiting approval and frequency of the meetings to review and approve contracts impact duration.

The Contract Execution Phase lasts 2 to 3 months.

2.8. Contract Transition and WIC EBT Processor Conversion Phase

When re-procurement results in selection of a new WIC EBT Processor, the SA, the Outgoing WIC EBT Processor, and the Incoming WIC EBT Processor must complete a

contract transition and processor conversion (detailed further in Section 3: WIC EBT Processor Conversion Activities). This phase involves the following task groups:

1. Project Management
2. Data Migration Planning and Validation
3. Card Conversion
4. WIC Vendor Conversion
5. Cardholder and WIC Vendor Customer Service Conversion
6. Communications
7. Testing
8. Production Go-Live
9. Post-Conversion

WIC EBT Processors encourage SAs to allow for at least 9 months to complete this phase. Conversions forced to complete in a shorter timeframe have resulted in reduced time for preparation, testing, and validation activities—adding risk and potential errors to the project. SAs should avoid shortening contract transition and WIC EBT Processor conversion even if planning and procurement take longer than expected.

Conversions vary in complexity, such as development requirements and whether the WIC EBT Processor, the Management Information System (MIS) Maintenance Provider, or both must update the MIS-EBT interface to comply with updated standards. Complexity may increase with the quantity of data and number of years of data being converted from the Outgoing WIC EBT Processor.

The Contract Transition and WIC EBT Processor Conversion Phase lasts 9 to 12 months when the SA selects a new WIC EBT Processor in the re-procurement phase.

The Contract Transition Phase lasts 1 to 3 months when the SA selects the incumbent WIC EBT Processor. Even without a WIC EBT Processor conversion, a 3-month transition to the new contract still occurs and may require new requirements, tasks, and deliverables, along with FNS review.

3. WIC EBT Processor Conversion Activities

This section focuses on the activities occurring when SAs select a different WIC EBT Processor, resulting in a conversion from the incumbent (or Outgoing) WIC EBT Processor to the newly selected (or Incoming) WIC EBT Processor. When provided prior to addressing the re-procurement activities, this framework makes readers aware of the tasks involved in a WIC EBT Processor conversion project and provides more context when considering procurement SOW, requirements, resource needs, and project roles and responsibilities.

This document refers to the WIC EBT Processor conversion initiative as a "project" because it represents a temporary undertaking with a distinct beginning and end. The project begins with the execution of the Incoming WIC EBT Processor contract and concludes with the completion of the WIC EBT Processor conversion to include accurate, secure, and complete EBT transactions.

Nine task groups represent the WIC EBT Processor conversion activities. These task group sections describe objectives, major action tasks, and general considerations based on lessons learned from previous projects. This framework includes the following task groups:

1. Project Management
2. Data Migration Planning and Validation
3. Card Conversion
4. WIC Vendor Conversion
5. Cardholder and WIC Vendor Customer Service Conversion
6. Communications
7. Testing
8. Production Go-Live
9. Post-Conversion

Using information and observations collected for the development of this framework, each of the nine task groups identify the responsible project stakeholders who have typically performed the tasks in previous WIC and SNAP EBT conversion projects. As part of planning and procurement activities, each SA must determine the responsible parties based on their specific project needs and available resources. SAs use this section when identifying requirements for their WIC EBT re-procurement SOW. However, based on their specific circumstances, the SA can apply other approaches to task responsibilities than those presented in this document.

This section addresses more detailed information about the stakeholders, their roles and responsibilities, and impacts. Table 2. Conversion Stakeholders describes the stakeholders responsible for conversion activities.

Table 2. Conversion Stakeholders

Stakeholder	Description
Cardholder	A WIC participant or proxy who has been issued and uses a WIC EBT card. Make cardholders aware of any outages, card replacement, or cardholder customer service changes related to the WIC EBT Processor conversion.
Clinic Staff	Staff supporting WIC clinic operations who directly interact with WIC participants. They support conversion communications to WIC participants.
MIS Maintenance Provider	The entities either assigned within the SA or contracted to provide maintenance, enhancements, and hosting and operations support for the WIC MIS. The MIS must interface with the Incoming WIC EBT Processor, which involves development, configuration, testing, and data transfer.
Mobile App Developer	An entity either internal to the SA or contracted to provide a mobile application (app) used by participants to obtain account, card, balance and food information. The app may interface with the WIC EBT Processor. If so, the Mobile App Developer must update the app to interface with the Incoming WIC EBT Processor.
State Agency	The entity responsible for administering the WIC program and has the overall responsibility for the management of the conversion project. SAs identified as responsible for a task includes support provided by other SA offices or departments (i.e., information technology departments) as well as contracted support.
Third-Party Processors	An entity routing transaction data from WIC Vendor systems to the next point in the transaction flow. This entity must reroute transactions to the Incoming WIC EBT Processor as part of the conversion.
WIC EBT Processor	The contracted entity providing WIC EBT transaction processing and related services on behalf of an SA.
Incoming WIC EBT Processor	The new contractor to which the SA will convert their WIC EBT processing services.
Outgoing WIC EBT Processor	The contractor who will conclude their WIC EBT services for the SA following the successful conversion.
WIC Vendor	A sole proprietorship, partnership, cooperative association, corporation, or other business entity operating one or more stores authorized by the State agency to provide authorized supplemental foods to participants under a retail food delivery system. Also commonly known as a retailer or merchant.
Integrated WIC Vendor	A WIC Vendor with an ECR system using WIC EBT as a tender type. This includes their retail system support providers or value-added resellers (VARs). Make these vendors aware of any vendor customer services changes and any downtime associated with conversion.
Stand-Beside Point-of-Sale (POS) Vendor	A WIC Vendor using a separate device from their cash register system to process WIC EBT transactions. Typically, the SA's WIC EBT Processor leases these devices. The lease usually requires the WIC Vendor obtain new devices when changing WIC EBT Processors.

Similar to those involved in an initial WIC EBT implementation, tasks and milestones in a conversion project include planning, stakeholder communications, vendor preparations, training, testing, and production go-live. However, please note some differences:

1. A conversion migrates data from one WIC EBT Processor to another.
2. Because of the data migration, the entire SA conversion occurs overnight without a pilot and rollout.
3. During the conversion event, the Outgoing WIC EBT Processor's system stops processing transactions, resulting in an outage, while data transfers to the Incoming WIC EBT Processor, who brings the new system online.

When planning a conversion project, SAs must account for downtime during the conversion event. SAs must plan and communicate the downtime to stakeholders. The following sections detail the tasks associated with a WIC EBT Processor conversion project.

3.1. Project Management

The project management task group incorporates activities supporting project initiation, project management documentation, ongoing project management, and project close out.

3.1.1. Project Management Overview

SAs commonly include the following activities when managing WIC EBT Processor conversion projects:

3.1.1.1. Project Initiation and Kickoff

The SA coordinates and executes all initial activities required to activate the project. Soon after contract execution occurs, stakeholders convene to kick off the project. During this meeting, stakeholders collaborate on the following activities:

- Confirm the project scope, goals, and expectations.
- Examine both the Outgoing and Incoming WIC EBT Processor activities.
- Discuss the roles and responsibilities of all project stakeholders.
- Review the project timeline and major milestones.
- Discuss needs and requirements for stakeholder engagement.
- Confirm the communications approach.

3.1.1.2. Requirements Validation

The SA and Incoming WIC EBT Processor review the requirements as part of the kickoff meeting or in a subsequent meeting. The requirements validation session offers a chance for all relevant stakeholders to review requirements defined as part of the procurement and incorporated into the contract documents, including the Incoming WIC EBT Processor's proposal. In many cases, the SA and the Incoming WIC EBT Processor discuss project requirements and the proposed approach in detail for the first time.

This meeting involves reviewing the requirements from the procurement documents and how the Incoming WIC EBT Processor proposed to address requirements. The Incoming WIC EBT Processor may have questions or alternative approaches to recommendations. In addition, requirements validation lets the SA highlight any requirements as critical or of high importance. This discussion ensures all parties reach consensus, establish expectations, and acknowledge the path forward for these critical requirements. Note: if the result of these discussions involve contract changes or amendments related to scope or cost, SAs shall follow the guidance provided in the *FNS Handbook 901*.

Whether it occurs during this meeting or at a separate time, the two WIC EBT Processors must engage in discussions as early as possible to advance project tasks in a timely manner. The SA leverages time during the requirements validation meeting for facilitating discussions between the Incoming and Outgoing WIC EBT Processors. Outside of contract discussions, the Outgoing WIC EBT Processor can offer insight during the requirements validation session specifically related to data conversion activities. If not held during the requirements validation session(s), begin the discussions between the Incoming and Outgoing WIC EBT Processors immediately after the conclusion of the requirements validation session(s).

3.1.1.3. Project Schedule

The Incoming WIC EBT Processor develops a project schedule as part of their proposal submission. During project initiation, the Incoming WIC EBT Processor updates the schedule to reflect the actual project start date and discusses the schedule during the kickoff meeting. The Incoming WIC EBT Processor updates the schedule using information from the kickoff meeting discussions, requirements validation sessions, and discussions with the Outgoing WIC EBT Processor. After detailing project constraints and individual task dependencies, the Incoming WIC EBT Processor submits a final schedule for review and approval. With the final and approved schedule, the SA regularly monitors the project schedule updates from the Incoming WIC EBT Processor. The Incoming WIC EBT Processor addresses any identified discrepancies early to reduce work slippage.

3.1.1.4. Project Plans

During project initiation, the Incoming WIC EBT Processor develops project plans, including a project management plan, a conversion management plan, and a WIC Vendor conversion and certification plan in conjunction with the SA. These plans detail how to accomplish activities and guide task management.

3.1.1.4.1. Project Management Plan

This plan includes (but not limited to) the following content:

1. Introduction or Executive Summary
2. Project Management Approach
    a. Schedule Management

b. Scope Management
c. Change Management
d. Budget Management
e. Quality Management
f. Resource Management
g. Communications Management
h. Risk and Issue Management

3. Project Phases
    a) Project Initiation
    b) Project Planning
    c) Project Execution
    d) Project Monitoring and Control
    e) Project Close Out
4. Glossary
5. Appendix

3.1.1.4.2. Conversion Management Plan

This plan includes (but not limited to) the Incoming WIC EBT Processor's approach to the following activities:

- Setting deliverables, milestones, and go/no-go decision points.
- Coordinating with the SA's MIS Maintenance Provider to establish an interface between the Incoming WIC EBT Processor and the SA's MIS.
- Coordinating conversion activities between the Outgoing WIC EBT Processor and the Incoming WIC EBT Processor.
- Identifying and documenting account, card, transaction, clinic, WIC Vendor, and authorized product data to transfer.
- Coordinating stakeholder communications.
- Converting databases.
- Coordinating card production and distribution.
- Coordinating WIC Vendor equipment installation and training.
- Training SA staff on the Incoming WIC EBT Processor's administrative system, reporting tools, and web portals.
- Updating any policies impacted by new or different functionality or support included in the Incoming WIC EBT Processor SOW and contract.
- Implementing cardholder and WIC Vendor web portals.

- Implementing cardholder and WIC Vendor customer services.
- Establishing WIC EBT system administrative application access.
- Determining levels and frequency of status communication with WIC EBT Processor conversion project stakeholders, including USDA FNS.

3.1.1.4.3. WIC Vendor Conversion and Certification Plan

This plan includes (but not limited to) the Incoming WIC EBT Processor's approach to the following activities:

- Converting WIC Vendors to the Incoming WIC EBT Processor.
- Identifying and reviewing store-specific information on POS system types, TPPs, and VARs, if applicable.
- Assessing WIC Vendor readiness for conversion.
- Identifying WIC Vendors requiring conversion support and selecting appropriate support types.
- Communicating changes to WIC Vendors.
- Testing and certification of integrated POS systems.
- Supporting the SA during testing and certification.
- Vendor training.
- Tracking and reporting on WIC Vendor conversion statuses and results.
    - Stand-beside WIC Vendor WIC EBT contract status.
    - Stand-beside WIC Vendor shipment status.
    - Stand-beside WIC Vendor training and installation status.
    - Integrated WIC Vendor certification results.
    - Integrated WIC Vendor production readiness.

3.1.1.5. Ongoing Project Management

Upon project initiation, the SA provides ongoing oversight and management of their project. This oversight includes, at a minimum, the following activities:

- Overseeing the Incoming and Outgoing WIC EBT Processors' activities.
- Overseeing the MIS Maintenance Provider's coordination of activities.
- Managing SA resources.
- Managing SA project budget.
- Managing overall project communications.
- Monitoring overall project schedule.

- Monitoring overall project risks and issues.
- Furnishing all required SA-internal or FNS reporting.

The Incoming WIC EBT Processor project responsibilities include the following:

- Maintaining the project schedule.
- Managing Incoming WIC EBT Processor resources.
- Managing and delivering project documents and reporting.
- Managing system, data, card, and WIC Vendor conversion activities.
- Managing system and interface development and configuration and testing.
- Training on any new functionality introduced into the system.
- Maintaining communications with the SA, Outgoing WIC EBT Processor, MIS Maintenance Provider, and other stakeholders designated by the SA.

The Outgoing WIC EBT Processor project responsibilities include the following:

- Managing ongoing WIC EBT operations through the completion of the conversion.
- Managing system and data conversion activities involving the Outgoing WIC EBT Processor.

3.1.1.6. Project Close Out

With the conclusion of all conversion activities, the SA completes the following project close out activities:

- Confirming completion of all tasks, documents, and reporting.
- Closing out the Outgoing WIC EBT Processor contract.
- Transitioning the Incoming WIC EBT Processor into ongoing operations, which may involve resource transitioning.
- Completing any applicable final or close out reporting internally within the State or to FNS.

3.1.2. Project Management Tasks

Table 3. Project Management Tasks lists the high-level project management tasks included in a WIC EBT Processor conversion project and the stakeholders typically responsible for each task. Section 3.1.1: Project Management Overview includes additional information about these tasks.

Table 3. Project Management Tasks

Tasks	SA	Incoming WIC EBT Processor	Outgoing WIC EBT Processor
Schedule and facilitate project kickoff meeting	X		
Participate in project kickoff meeting	X	X	
Schedule and facilitate requirements validation meeting		X	
Participate in requirements validation	X	X	X*
Review and validate project requirements and scope	X	X	
Finalize project schedule		X	
Review and approve project schedule	X		
Maintain project schedule		X	
Monitor and enforce project schedule	X		
Develop project plans	X	X	
Review and approve project plans	X		
Perform ongoing project management	X	X	X
Close out project	X	X	X

* Requirements impacting the outgoing WIC EBT Processor, such as data conversion, limits participation.

3.1.3. Project Management Considerations

This section includes SA considerations identified during previous WIC EBT Processor re-procurement projects, conversion planning efforts, and during the performance of WIC EBT Processor conversion activities.

- Build project schedule timeframes to include realistic task sequencing. For example:
    - **Review due dates for deliverables**. Having multiple deliverables due on or near the same date results in the SA reviewing multiple deliverables at one time. This may not be feasible with limited time and resources.
    - **Include adequate time in the schedule to prepare and test the conversion.** This task includes allotting time in the schedule to address issues. For example, a schedule including only a week between the completion of user acceptance testing (UAT) and the day of WIC EBT Processor conversion does not allow enough time to address any issues identified during UAT.

- Ensure clear roles and responsibilities. This project involves the SA, multiple contractors, and other stakeholders, including participants, local agency staff, WIC Vendors, VARs, and TPPs. Without clear definition, overlap or gaps in effort could occur. A Responsible, Accountable, Consulted, and Informed (RACI) matrix represents an approach used in many projects. When developed during the project initiation phase, this reference document can offer clear guidance on roles and responsibilities to those supporting the project.
- Clearly define and communicate the SA's expectations for the project and its stakeholders as part of the project kickoff and requirements validation meetings. Continue communication throughout the project. Use a deliverable expectations document (DED) to set expectations. A DED describes the content of a deliverable prior to the development of the deliverable and includes the deliverable schedule, intended audience, risks and constraints, assumptions, deliverable format, deliverable review process, and acceptance criteria. The submission of the DED allows the SA and the contractor to agree on and set expectations prior to working on the deliverable.

3.2. Data Migration Planning and Validation

The data migration and validation task group includes activities for planning and preparing the data transfer from the Outgoing WIC EBT Processor to the Incoming WIC EBT Processor. Section 3.8: Production Go-Live addresses the tasks involved in the actual migration of production data for the WIC EBT Processor conversion.

3.2.1. Data Migration Planning and Validation Overview

Data migration means moving data from one system to another. In the context of a WIC EBT Processor conversion, the agreed-on data moves from the Outgoing WIC EBT Processor's system to the Incoming WIC EBT Processor's system. Preparations for data migration include the following:

- **Historical Data**: The SA defines the requirements for data migration, such as type of data (i.e., account, card, and transaction data) and the number of years or months to migrate. Planning the data migration process begins immediately following project initiation when the SA and the Incoming WIC EBT Processor confirm and validate historical data to include in the migration. While federal requirements at 7 CFR § 246.25 dictate records retention minimums, SAs have alternative methods to minimize the amount of historical data migrated between WIC EBT Processors, such as using the SA's MIS as the system of record to satisfy certain reporting and data retention needs. The more data required to migrate, the larger the risk associated with the complexity and the duration of the migration.

  In addition to the MIS, many States use data warehouses provided by their WIC EBT Processor for reporting and maintaining historical data. Preparations and requirements must address migrating any data housed in a WIC EBT Processor-provided data warehouse.
- **Data Cleanup**: Any data cleanup activities should occur prior to data migration. Data cleanup could involve scrubbing special characters or field lengths not allowed by the Incoming WIC EBT Processor in the EBT data or during any

processor-specific code translations. The SA validates and updates other data as applicable, such as local agency and clinic, UPC, PLU, NTE, WIC Vendor, and WIC Vendor hierarchy information if being sent to the Incoming WIC EBT Processor.

- **Data Exchange and Reconciliation**: The Outgoing and Incoming WIC EBT Processors agree on a file format to exchange data, as well as a secure key exchange for encrypting and decrypting personal identification number (PIN) data, and a file transfer protocol (FTP) location for delivering the files. The Outgoing WIC EBT Processor develops sample data files based on the agreed upon format and delivers the files to the FTP site. The WIC EBT Processors decide how to verify the migrated data following WIC EBT Processor conversion so they can validate the expected number of records and benefit quantities in the new WIC EBT system, build the processes necessary to export and import the required data, and then begin testing and validation.
- **Staged Data**: The Outgoing WIC EBT Processor transfers a subset of the data to the Incoming WIC EBT Processor prior to production go-live. Data migrated at this stage can include WIC Vendor, UPC, PLU, NTE, and category or subcategory files. Staging reduces some of the necessary tasks during the go-live outage and potentially reduces the amount of data to convert during this time. In addition, delivering the WIC Vendor, UPC, PLU, NTE, and category and subcategory files to the Incoming WIC EBT Processor prior to go-live allows the processor to transmit the approved product list (APL) files to the WIC Vendors. The Outgoing WIC EBT Processor should deliver static historical data prior to go-live to reduce the conversion load and validate the conversion process. Note: some SAs may have the NTEs calculated by the Outgoing WIC EBT Processor. In these cases, the two WIC EBT Processors may need to convert this data or convert enough historic redemption data in advance so the Incoming WIC EBT Processor can calculate the NTEs.
- **Data Migration Testing**: The WIC EBT Processors conduct several mock data conversions prior to go-live. Mock conversions and testing reveal issues and validate fixes until the process test receives error-free results. Testing includes reconciliation and record validation in the Incoming WIC EBT Processor's system by the Incoming WIC EBT Processor and SA staff. While UAT should include converted data, data migration testing usually focuses on validating the data conversion processes. Section 3.6: Testing contains more information about system, interface, and user acceptance testing.

3.2.2. Data Migration and Validation Tasks

Table 4. Data Migration and Validation Tasks lists the high-level data migration and validation tasks in a WIC EBT Processor conversion project and the stakeholders typically responsible for each task. Section 3.2.1: Database Migration and Validation Overview includes additional information about these tasks.

Table 4. Data Migration and Validation Tasks

Tasks	SA	Incoming WIC EBT Processor	Outgoing WIC EBT Processor
Develop a data migration plan		X	
Facilitate collaboration between the Incoming and Outgoing WIC EBT Processor	X		
Agree on the format of the data extract files		X	X
Agree on the reporting metrics to validate the data migration		X	X
Confirm export of the correct number of records and benefit quantities			X
Confirm import of the correct number of records and benefit quantities		X	
Exchange keys for PIN encryption and decryption		X	X
Extract data according to agreed-upon format			X
Import data		X	
Test the data migration in multiple iterations		X	X
Review test results, investigate test anomalies and migration errors	X	X	X
Perform UAT of migrated data	X		

3.2.3. Data Migration and Validation Considerations

This section includes SA considerations identified during previous WIC EBT Processor re-procurement projects, conversion planning efforts, and during the performance of WIC EBT Processor conversion activities.

- Engage Incoming and Outgoing WIC EBT Processors and establish agreed upon file formats early in the project. These discussions should begin during the project initiation to address the many details and because data conversion planning is a critical path task when if not completed on time will delay downstream activities.
- The number of years of historical data to convert varies from conversion to conversion depending on the contract. Consider requirements for how much data the SA must maintain (7 CFR § 246.25). However, not all required data must migrate from the Outgoing WIC EBT Processor to the Incoming WIC EBT Processor. Many SAs convert current (6-12 months) account, card, and transaction data, which provides enough data for the SA to perform common daily inquiries within the Incoming WIC EBT Processor's system. For additional, inquiries and research, SAs rely on the MIS, data warehouse, or other solutions for historical reporting needs.

- Plan for several mock conversions and leave enough time between each for issue resolution.

3.3. Card Conversion

The card conversion task group addresses any conversion of the physical cards used by WIC participants. Most cases will not require mass card conversion or reissuance prior to the database migration and WIC EBT Processor conversion. However, circumstances may arise when converting to a new WIC EBT Processor necessitate card design updates and subsequent card replacement. This section focuses on the physical cards and inventory. Section 3.2: Database Migration and Validation includes card data conversion as a component of the overall data migration tasks.

3.3.1. Card Conversion Overview

In most conversion scenarios, the WIC EBT Processor conversion does not require a mass reissuance of cards. Active cards in the hands of cardholders prior to conversion will remain active post-conversion until deactivated by the cardholder or the SA. However, while the cards will continue to work, some SAs may need to update or modify the card design or card information as part of their WIC EBT Processor conversion, necessitating a replacement of cards. This circumstance occurs when the existing card design includes information no longer valid in the post-conversion environment or information associated with the Outgoing WIC EBT Processor, such as a web address for the Outgoing WIC EBT Processor portal. Additionally, the SA can redesign their card as part the WIC EBT Processor conversion.

Outside of card redesign and card replacement, the Outgoing WIC EBT Processor migrates EBT card data to the Incoming WIC EBT Processor during the conversion. Card data includes the card numbers, encrypted PINs, and statuses for all issued cards, as well as data for unissued cards in the SA and clinic inventories.

Physical card conversion includes the following activities:

- **Assess Current Card Design for Changes**: The Incoming WIC EBT Processor can convert cards, and the cards do not need replacement prior to the conversion. If cards display information related to the Outgoing WIC EBT Processor, such as cardholder portal or return address information, SAs can update the card design. Outdated information (particularly the cardholder portal web address and "If lost, return to:" addresses) can confuse clients but does not limit a card's ability to support purchases. Additionally, the WIC EBT Processor change offers the SA an opportunity to creatively modify the card design. In both cases, the SA issues updated or modified cards as a replacement to older cards on a rolling basis as participants attend their regular appointments at the WIC clinic. Note: SAs must consider their MIS capabilities and the impact of card inventory processes supported within their system to determine the best approach for replacing active cards due to card design changes.
- **Card Design Updates**: When updating the card information or redesigning cards, the SA or the Incoming WIC EBT Processor can perform this task. Some SAs may have access to graphic designers within their State and prefer to lead the redesign task. If the SA does not have access to these resources, the Incoming WIC EBT Processor supports the task.

- **Card Replacement and Reissuance**: Issue updated cards *after* the conversion to the Incoming WIC EBT Processor. Therefore, the SA notifies and educates all participants about the upcoming changes if the Outgoing WIC EBT Processor's information remains on the cards. As part of communications to participants prior to the conversion, clinic staff notify participants about changes to the information on their card (i.e., cardholder portal address) along with information to use as of the date of the conversion. If replacing cards, clinic staff notify WIC participants about receiving a new card at a future appointment. The SA participates in the development of the communication messaging to participants and any needed materials.
    - For most SAs, the WIC clinic replaces and issues all cards. At a time determined by the SA and the Incoming WIC EBT Processor, clinic staff begins replacing all cards held by participants as they come to the clinic.
    - Some SAs use their WIC EBT Processor to replace cards by mail. In these cases, the Incoming WIC EBT Processor begins using the new card design for card replacements immediately following the WIC EBT Processor conversion. SAs using a mailed replacement as their primary form of card replacement may also want to consider replacing all cards by mail rather than through clinic visits, since the addition of card replacement activities could impact clinic operations. SAs should ensure the mailing of EBT cards is in accordance with regulations for the issuance of food instruments.
    - Finally, destroy or dispose of cards with the old card design remaining in State office, local agency, clinic, and Outgoing WIC EBT Processor inventories where applicable. The SA and the Outgoing WIC EBT Processor work together to plan this task and the associated logistics. SAs begin this task when adding cards with the new design to the clinic inventories.
- **Card Range Data**: In addition to the card design update, the Outgoing WIC EBT Processor must document and share with the Incoming WIC EBT Processor the card number ranges for issued cards, unissued cards in the SA inventory, and any additional cards produced and in the Outgoing WIC EBT Processors inventory. The Incoming WIC EBT Processor needs this information to begin printing and issuing cards starting in a new, unused card number range. This step ensures the Incoming WIC EBT Processor does not produce cards with overlapping card numbers with the Outgoing WIC EBT Processor's cards. The Incoming WIC EBT Processor sets up the new card ranges in its system and communicates those ranges to the card producer. If needed, the Incoming WIC EBT Processor provides new card range information to the SA or MIS Maintenance Provider for use in MIS card inventory functionality.

3.3.2. Card Conversion Tasks

Table 5. Card Conversion Tasks lists the high-level card conversion tasks included in a WIC EBT Processor conversion project and the stakeholders typically responsible for each task. Section 3.3.1: Card Conversion Overview includes additional information about these tasks.

Table 5. Card Conversion Tasks

Tasks	SA	Incoming WIC EBT Processor	Outgoing WIC EBT Processor	Clinic Staff
Identify the utilized card ranges			X	
Communicate utilized card ranges to SA and Incoming WIC EBT Processor			X	
Assess existing card design for needed changes	X			
Perform card design update	X	X		
Produce updated cards		X		
Develop participant communications and materials related to card updates and replacement	X			
Communicate upcoming card change to participants; and share developed communication materials				X
Distribute updated cards to SA and clinic inventories		X		
Determine and assign new card ranges to use post-conversion		X		
Replace participant cards in person				X
Replace participant cards by mail		X		
Destroy cards with old card design	X		X	X

3.3.3. Card Conversion Considerations

This section includes SA considerations identified during previous WIC EBT Processor re-procurement projects, conversion planning efforts, and during the performance of WIC EBT Processor conversion activities.

- Consider excluding WIC EBT Processor-specific information in the revised card design so card information remains accurate even when the WIC EBT Processor changes.
- Some SAs obtain their own uniform resource locator (URL) for use on the card and other materials. This URL can redirect to the WIC EBT Processor's cardholder portal, allowing the SA to maintain the same web address on the card regardless of contract changes.
- For a new card design, consider any additional information to convey on the card and remove outdated information. Confirm any requirements regarding the USDA equal opportunity statement or other agency or local requirements.

3.4. WIC Vendor Conversion

The WIC Vendor conversion task group includes the conversion activities for rerouting transactions to the Incoming WIC EBT Processor and replacing any stand-beside POS equipment from the Outgoing WIC EBT Processor. As part of the conversion, all WIC Vendors must convert from processing transactions with the Outgoing WIC EBT Processor to processing transactions with the Incoming WIC EBT Processor.

3.4.1. WIC Vendor Conversion Overview

WIC Vendor conversion activities ensure WIC Vendors successfully convert to and process transactions with the Incoming WIC EBT Processor. WIC Vendor conversions include the following activities:

- **WIC Vendor Conversion Planning:** In collaboration with the SA, the Incoming WIC EBT Processor develops a WIC Vendor conversion plan. This plan outlines processes for converting WIC Vendors with both integrated POS equipment and stand-beside POS equipment. It addresses plans for outreach and communication with the WIC Vendor community.
- **WIC Vendor System Identification:** Planning efforts include identifying for each WIC Vendor a list of information including their POS, their TPP, and, if applicable, their value-added reseller (VAR) or POS service provider. The SA or the Outgoing WIC EBT Processor maintains this list and supplies it to the Incoming WIC EBT Processor. The Incoming WIC EBT Processor reviews the information, identifies gaps, and collects missing information.
- **WIC Vendor System Certification:** Referencing the WIC Vendor information list, the Incoming WIC EBT Processor identifies any WIC Vendors using integrated cash register systems but have not previously processed WIC EBT transactions with the Incoming WIC EBT Processor. If the WIC Vendor system has been certified and operational with another SA, the SA may choose to accept the certification. The SA can require a new certification for the system with the Incoming WIC EBT Processor prior to the WIC Vendor processing post-conversion transactions. The required certification type, a Level 2 certification test, requires a series of scripts to complete in a test environment. The Incoming WIC EBT Processor leads WIC Vendor certification testing coordination and facilitation in collaboration with the SA, if needed.
- **Rerouting of the Issuer Identification Number (IIN):** WIC Vendor conversion involves the rerouting of all SA transactions based on the SA's IIN through the commercial TPPs to the Incoming WIC EBT Processor's system. For WIC Vendors with certified integrated POS systems, any required system changes will have minimal impact to their operations. However, the system downtime during the conversion impacts the WIC Vendor.
- **Stand-Beside POS Replacement:** WIC Vendors using stand-beside POS devices replace the Outgoing WIC EBT Processor's stand-beside POS equipment with the Incoming WIC EBT Processor's equipment. This includes both single-function and multi-function devices. Conversion offers an opportunity for the SA to encourage WIC Vendors to integrate their in-store POS and cash registers; however, the WIC Vendor bears the cost of integration. (Refer to 7

CFR § 246.12(z)(2)(i) and (z)(2)(ii) for regulatory requirements regarding post Statewide implementation costs for WIC Vendor ongoing maintenance, processing fees or operations.)

In previous conversions, two approaches have been used for the replacement of stand-beside POS devices.

1. In the first approach, a new stand-beside POS device was installed but remained unused until the WIC EBT Processor conversion occurred. This meant the device received no testing prior to conversion and the WIC Vendor would need to stop using their old device and begin using the new device on a specific date.
2. In the second approach (recommended), the new stand-beside POS device processes transactions prior to the WIC EBT Processor conversion and during the conversion event routes transactions to the Incoming WIC EBT Processor. This allows for testing the device and for the WIC Vendor to begin using the device immediately without having to make a change on a specific date.

If the Outgoing WIC EBT Processor has deployed multi-function devices to WIC Vendors, the replacement of the devices not only impacts WIC purchases but other electronic tenders, such as SNAP or cash EBT. Complications can arise when the Incoming WIC EBT Processor is different from the SA's SNAP or cash EBT processor and does not offer a multi-function device. SAs should consider their situation when determining their re-procurement SOW requirements for stand-beside POS devices.

WIC Vendors continuing to use stand-beside equipment must sign a new agreement with the Incoming WIC EBT Processor. Upon executing the agreement, the Incoming WIC EBT Processor ships and installs new equipment and provides new equipment training. Depending on the requirements of the re-procurement SOW, the SA can provide training and installation support by phone, and, optionally, the SA may elect to have in-person training provided by the Incoming WIC EBT Processor. The latter approach to training costs more and is considered unnecessary unless the SA has challenges with their WIC Vendors. The SA can provide onsite support, or the SA could have targeted support for specific WIC Vendors provided by the Incoming WIC EBT Processor as part of their SOW. The Outgoing WIC EBT Processor provides information and materials to enable the WIC Vendor to return the old equipment. The WIC Vendor ships the old equipment to the Outgoing WIC EBT Processor.

For a small number of SAs, the SA or the WIC Vendor owns the stand-beside equipment. In these situations, as part of their planning efforts, the SA evaluates whether these devices will continue to operate if selecting a new WIC EBT Processor. Based on this assessment, the SA addresses within their re-procurement SOW whether these devices remain in place or require replacement. SA- or WIC Vendor-owned devices would not return to the Outgoing WIC EBT Processor as part of the conversion activities.

- **WIC Vendor Communications:** WIC Vendor conversion planning includes developing the WIC Vendor communications plan. The SA must consider any differences in messaging to integrated WIC Vendors versus messaging to those

using processor-provided stand-beside POS devices. Communications to WIC Vendors address the following points:

- Timing of the conversion.
- Options available for accepting WIC EBT cards (i.e., integrated POS, stand-beside single-function POS, or stand-beside multi-function POS).
- Testing requirements for integrated systems.
- When to expect unavailability of transaction processing, settlement, reconciliation, and customer service support (system downtime).
- Procedures for replacement of stand-beside POS.
- Changes in customer service, such as a new vendor customer service phone number and web portals.
- Updates to vendor training materials.

WIC Vendors with stand-beside POS require the most information and ongoing communication, and the SA determines how to communicate with this group. Typically, the SA and Incoming WIC EBT Processor both handle communication aspects. Start these communications early, during project initiation. The SA initiates communications to inform the stand-beside WIC Vendors about the upcoming changes and notify them about forthcoming communications from the Incoming WIC EBT Processors (depending on established communications). Provide ongoing communications throughout the conversion project to keep the stand-beside WIC Vendors informed about new vendor agreements and deploying, installing, and training on new stand-beside POS terminals. SAs or the Incoming WIC EBT Processors should frequently follow up with their stand-beside WIC Vendors to ensure agreement signature and equipment installation happens in time for the conversion event.

Depending on the SA resources, the SA can lead communications with support from the Incoming WIC EBT Processor or vice versa. There can be multiple communication leaders depending on the topic being addressed. For example, the SA leads communications about equipage options and the Incoming WIC EBT Processor leads communications about the stand-beside POS agreement.

- **Level 3 Certification (In-Store Verification Testing):** In a WIC EBT Processor conversion, the production environment remains unavailable until after the conversion occurs (unlike during an initial implementation). This significantly limits the ability to perform in-store verification testing (known as Level 3 certification testing) in a production environment. Stores with integrated systems cannot receive pre-conversion testing because the production environment stays unavailable prior to conversion.

  For WIC Vendors using stand-beside POS, the equipment provided by the Incoming WIC EBT Processor may already function and process transactions through the Outgoing WIC EBT Processor's system prior to conversion. During the actual conversion, the Incoming WIC EBT Processor reroutes transactions to their system. This allows for testing only the devices prior to conversion and not testing access to the Incoming WIC EBT Processor's system.

After conversion, the SA can perform Level 3 verification testing for a sampling of integrated WIC Vendors. This test verifies the store systems function as expected. Alternatively, the SA can test to assist in troubleshooting any issues identified after conversion. Resource availability may limit post-conversion testing, so the Incoming WIC EBT Processor and SA staff should plan testing time.

3.4.2. WIC Vendor Conversion Tasks

Table 6. WIC Vendor Conversion Tasks lists the high-level vendor conversion tasks included in a WIC EBT Processor conversion project and the stakeholders typically responsible for each task. Section 3.4.1: Vendor Conversion Overview includes additional information about these tasks.

Table 6. WIC Vendor Conversion Tasks

Tasks	SA	Incoming WIC EBT Processor	Outgoing WIC EBT Processor	Integrated WIC Vendors	Stand-Beside WIC Vendors	TPPs
Develop WIC Vendor conversion plan	X	X				
Develop WIC Vendor messaging and communications	X	X				
Provide WIC Vendor information list (WIC Vendors, POS, TPPs, VARS, etc.) to Incoming WIC EBT Processor	X		X			
Identify gaps in WIC Vendor information list		X				
Update WIC Vendor information list, filling gaps		X				
Identify any uncertified integrated WIC Vendors		X				
Determine Level 2 certification required testing of any WIC Vendor system	X	X				
Lead Level 2 certification testing		X				
Support Level 2 certification testing	X			X		X
Contact WIC Vendors with stand-beside POS equipment to engage on equipment replacement	X	X				
Develop stand-beside POS agreement		X				
Approve stand-beside POS agreement	X					
Select POS equipment based on available options (i.e., integrated, multi-function stand-beside, or single-function stand-beside)				X	X	
If integrating:						
Update or replace cash register system				X		
Perform post-conversion Level 3 verification testing of integrated systems	X	X		X		
If using stand-beside POS:						

Tasks	SA	Incoming WIC EBT Processor	Outgoing WIC EBT Processor	Integrated WIC Vendors	Stand-Beside WIC Vendors	TPPs
Sign stand-beside POS agreement					X	
Prepare and ship POS equipment to WIC Vendors		X				
Provide installation and training for stand-beside POS equipment		X				
Perform Level 3 verification testing of stand-beside POS equipment	X	X			X	
Provide shipping information and materials to WIC Vendors for returning old stand-beside POS equipment			X			
Return old stand-beside POS equipment to the Outgoing WIC EBT Processor**					X	
Contact TPPs and regularly update them about IIN rerouting		X				
Update IIN routing to direct transactions to the Incoming WIC EBT Processor						X

** This step returns only stand-beside POS devices owned by the Outgoing WIC EBT Processor.

3.4.3. WIC Vendor Conversion Considerations

This section includes SA considerations identified during previous WIC EBT Processor re-procurement projects, conversion planning efforts, and during the performance of WIC EBT Processor conversion activities.

- Require the Incoming WIC EBT Processor to provide operational and ready-to-process stand-beside POS devices prior to the WIC EBT Processor conversion. This provides a more seamless conversion for WIC Vendors by allowing the SA or the Incoming WIC EBT Processor to perform a pre-conversion Level 3 verification test to reduce post-conversion risks.
- SAs can consider a service level agreement (SLA) in their re-procurement SOW related to the deployment and readiness of WIC Vendors using stand-beside devices, particularly if those WIC Vendors are necessary for participant access. WIC Vendors who have not received or installed new stand-beside devices before the conversion event will not process WIC purchase transactions after the conversion. An example of this type of SLA follows: Vendor shall enable all (100%) WIC Vendors necessary for participation access (estimated # of WIC Vendors) using stand-beside POS devices to transact WIC EBT purchases immediately following the WIC EBT Processor conversion.
- SAs review the language of existing WIC Vendor agreements to determine any needed changes based on the new contract and SOW for the Incoming WIC EBT Processor and update as needed.
- SAs work with the Incoming EBT Processor to closely review the integrated retail systems used by the SA's authorized WIC Vendors in addition to when and by which SA and WIC EBT Processor the system was certified. If a system has not

been certified by the Incoming WIC EBT Processor, but has been certified previously, the SA performs a recertification at their discretion. The SA may accept a previous certification, but if they determine a need for recertification, two approaches exist: a full or abridged recertification.

  - A full recertification (the most thorough test) ensures the system functions properly, but time and cost can present disadvantages. A recertification provides the most benefit to a system where the SA and its WIC participants have experienced recent significant WIC transaction issues.
  - Alternatively, the SA may perform abridged recertifications using a subset of the full test scripts touching all the major components of the system. This ensures system functionality but applies a significantly lower level of effort.

- To perform Level 3 verification testing for integrated stores, consider prioritizing based on redemption volume and when a WIC Vendor is necessary for participant access.
- For SAs requiring Level 3 verification testing but have limited resources, consider it as part of the re-procurement planning or include assistance for the Incoming WIC EBT Processor or other contracted support. Some SAs who needed additional assistance in this area due to resource constraints included an optional support task in their WIC EBT re-procurement SOW for in-person training and Level 3 verification testing for replacing stand-beside POS devices. This allows the SA to understand the cost of support and gives them an option to exercise as part of their conversion if needed.
- Begin WIC Vendor outreach far enough in advance of the conversion date to allow time to ship and install equipment and train staff. The time needed to execute all agreements depends on the number of stand-beside WIC Vendors within the SA. Begin the process to communicate with WIC Vendors and execute the agreements as soon as possible after identifying which WIC Vendors require stand-beside POS devices, but no later than 6 months prior to conversion. The SA and the Incoming WIC EBT Processor should strive to have all agreements executed no later than 1 month prior to the conversion.
- WIC Vendor stand-beside device agreements must receive signatures in a timely manner for equipment to ship and install in time for the conversion. The SA remains involved in the follow up and status of these agreements in conjunction with the Incoming WIC EBT Processor to ensure the timely execution of agreements and follows up on identified delays.
- Consider SLAs associated with WIC Vendor enablement or conversion, particularly for WIC Vendors necessary for participant access.
- SAs lead communications with stand-beside WIC Vendors. Lessons learned indicate the WIC Vendor responds better to the SA rather than an unknown WIC EBT Processor when receiving email or mail. For example, when SAs implemented WIC EBT for the first time, many found the WIC Vendor was more likely to respond to correspondence from the SA when they engaged their WIC Vendors planning to use stand-beside equipment. Some WIC Vendors did not recognize the WIC EBT Processor and did not pay attention to the information. When SAs led these efforts and were involved in the execution of stand-beside

agreements, this resulted in more successful communications with the stand-beside WIC Vendors. With those lessons learned, SAs lead communications with the stand-beside WIC Vendors and consider hands-on involvement in the execution of the stand-beside agreements for better outcomes with vendors.

3.5. Cardholder and WIC Vendor Customer Service Conversion

The cardholder and WIC Vendor customer service conversion task group includes the activities and considerations associated with converting cardholder and WIC Vendor customer service systems. WIC EBT customer service provides assistance to both cardholders and WIC Vendors.

3.5.1. Cardholder and WIC Vendor Customer Service Conversion Overview

Customer service conversion focuses on cardholder and WIC Vendor-facing applications and services, such as call center operations, Integrated Voice Response (IVR) systems, web portals, and mobile apps. For most SAs, the WIC EBT Processor provides the services and applications supporting cardholder and WIC Vendor customer service, which will convert from the Outgoing WIC EBT Processor to the Incoming WIC EBT Processor's customer service. Conversion activities vary depending on the SA's preferred type and level of customer service support. The cardholder and WIC Vendor customer service conversion includes following activities:

- **Cardholder Customer Service Phone Line:** This support typically includes the IVR to provide automated assistance. For many SAs, this support includes live customer service agents to address items the IVR does not handle. The SA owns the cardholder customer service phone number (toll-free number). In most cases, during the life of the WIC EBT Processor contract, the WIC EBT Processor customer service support center manages the toll-free number. In this situation, the entity responsible for the phone number becomes known as the Responsible Organization or RespOrg. In some SAs, the toll-free number directs calls to the SA, who then routes or redirects the call to the WIC EBT Processor customer service support center. In this case, the SA represents the RespOrg. Depending on the approach taken by the SA, the conversion of the cardholder customer service phone number will differ.
    - If the RespOrg of the toll-free number is the Outgoing WIC EBT Processor customer service support center, port the phone number to the Incoming WIC EBT Processor.
        - Porting a toll-free number involves physically redirecting the toll-free number from one organization to another. The RespOrg transfers responsibility for the phone number from one carrier to another. The Outgoing WIC EBT Processor's phone carrier initiates the RespOrg change. Once initiated, the process can take 21 days and occurs on the night of the WIC EBT Processor conversion.

        - SAs should plan for lead times up front and incorporate them into the project plan. Plan on a minimum of a two-month lead time for porting phone numbers to include planning and communication between the carriers. Plan the steps needed if the conversion cannot complete as scheduled, including maintaining phone number routing to the Outgoing WIC EBT Processor until the conversion completion.
    - If the SA represents the RespOrg of the toll-free number, who then routes it to the WIC EBT Processor's customer service support center, the SA reroutes the end point within their system to the Incoming WIC EBT Processor. The timing of this process depends on internal SA processes.

- **WIC Vendor Customer Service Phone Line:** This support can include an IVR to provide automated assistance and usually includes live customer service agents to provide WIC Vendor assistance. Typically, the WIC EBT Processor owns and represents the RespOrg of the WIC Vendor customer service phone line. Communicate the Incoming WIC EBT Processor's WIC Vendor Customer Service phone number to all WIC Vendors and update the number on all WIC Vendor materials.
- **IVR Differences:** The Cardholder Customer Service Line has (and the WIC Vendor Customer Service Line may have) an IVR to answer calls and provide automated support. Between the Outgoing WIC EBT Processor's and the Incoming WIC EBT Processor's IVRs, the flow of the IVR prompts and the requested information may vary. Communicate any post-conversion differences in IVR experience to cardholders and WIC Vendors. As part of the communications plan, the SA addresses how to inform cardholders and WIC Vendors of these changes.
- **Web Portals:** Following the conversion, cardholders and WIC Vendors use the Incoming WIC EBT Processor's cardholder and vendor web portals, which may have different functionalities and workflows and possibly different web addresses (URLs). SAs have taken different approaches to the URLs used for WIC EBT portals. Some SAs have used the URL owned by the WIC EBT Processor, while others have used a URL owned by the SA and redirected web traffic to the WIC EBT Processor's URL. If the URL of the Outgoing WIC EBT Processor was used, the SA must update materials and other information for cardholders and vendors to the new Cardholder and WIC Vendor portal URLs (see Section 3.3.1: Card Conversion Overview when printing the URL on the card). If the SA uses its URLs, the SA coordinates the updates to direct web traffic to a new internet protocol (IP) address (a numeric designation of a location on the internet) of the Incoming WIC EBT Processor. As part of the communication plan, the SA addresses how to inform cardholders and WIC Vendors of changes to these applications and determines any required training or training materials.
- **Mobile Apps:** SA-owned or third-party mobile apps may rely on data from the WIC EBT Processor. In this case, work with the Incoming WIC EBT Processor and the mobile app provider to identify a new data source. Test converted mobile apps independently or as part of the UAT process.

  In cases where SAs use mobile apps provided by their WIC EBT Processor, mobile app users must convert to the new mobile app. Depending on the

approach, the Incoming WIC EBT Processor, a third-party, or the SA provides the new mobile app.

As part of this conversion, the mobile app developer interfaces their application with the Incoming WIC EBT Processor. If the mobile app developer has previously interfaced with the Incoming WIC EBT Processor, the effort requires minimal development. Mobile apps may require more development effort if the mobile app developer has not interfaced with the WIC EBT Processor.

3.5.2. Cardholder and WIC Vendor Customer Service Tasks

Table 7. Cardholder and WIC Vendor Customer Service Conversion Tasks lists the high-level customer service conversion tasks included in a WIC EBT Processor conversion project and the stakeholders typically responsible for each task. Section 3.5.1: Customer Service Conversion Overview includes additional information about these tasks.

Table 7. Cardholder and WIC Vendor Customer Service Conversion Tasks

Tasks	SA	Incoming WIC EBT Processor	Outgoing WIC EBT Processor	Clinic Staff	Mobile App Developer
Reroute cardholder customer service number	X	X	X		
Communicate WIC Vendor customer service number change	X	X			
Communicate to cardholders and WIC Vendors changes in IVR and web portal applications access, functions, and features	X			X	
Integrate the mobile app with the Incoming WIC EBT Processor, if applicable					X
Reroute customer service URL, if applicable	X				
Convert users from the Outgoing WIC EBT Processor's mobile app to the new mobile app (Incoming WIC EBT Processor, third-party, or SA-owned), if applicable	X	X	X		X

3.5.3. Cardholder and WIC Vendor Customer Service Conversion Considerations

This section includes SA considerations identified during previous WIC EBT Processor re-procurement projects, conversion planning efforts, and during the performance of WIC EBT Processor conversion activities.

- Address all customer touchpoints from the cardholder and WIC Vendor perspectives. Cardholders interact with WIC systems through many means, including IVR, live customer service agents, customer service web portals, and mobile apps. WIC Vendors access IVR, live customer service agents, and the customer service web portal.

- Consider any third-party applications, such as mobile apps, and any modifications necessary to interface with the Incoming WIC EBT Processor's system, as well as new customer service features offered by the Incoming WIC EBT Processor.
- SAs directing toll-free cardholder customer service calls to the SA before rerouting to the WIC EBT Processor do not need to port their phone number. The SA can simplify customer service phone number changes during conversion. SAs with the ability to support this configuration may consider porting the cardholder customer service number to itself rather than the Incoming WIC EBT Processor and then set up routing to the Incoming WIC EBT Processor customer service center. This eliminates the need to port the phone number in future conversions.
- Similar to the customer service phone number, SAs who own and host their URLs can route them to the WIC EBT Processor's cardholder and WIC Vendor customer service web portals to streamline conversion and reduce costly changes to cardholder and participant materials. SAs can use an SA-specific URL for the customer service portal, for example, MySAWICEBT.gov. This allows the SA to update the URLs with new domain name system (DNS) entries for future conversions. If using the WIC EBT Processor's URLs, update the web addresses in communications and materials when the WIC EBT Processor changes.

3.6. Communications

The communications task group includes activities about the information to share with stakeholders during the conversion project. An EBT processor conversion impacts most stakeholders less than in an initial implementation, but successful conversions require information sharing. SAs must develop a comprehensive communications plan covering stakeholder management, communication strategy, and communications channels and frequency. Section 3.6.1 Communications Overview covers stakeholders and communication needs and Section 5.3 Sample Communications Plan includes a sample communications plan.

3.6.1. Communications Overview

Communication needs vary. Table 8. Audience Notifications lists audiences with their respective notifications.

Table 8. Audience Notifications

Audience	Notifications

Cardholders	• Information about and the timing of the outage during the conversion event.
	• Updated documentation and training videos.
	• If applicable to the SA:
	  • WIC EBT card replacement (see Section 3.4: Card Conversion).
	  • Changes to customer service IVR, cardholder portal, and mobile app (see Section 3.6: Cardholder and WIC Vendor Customer Service Conversion).

SA Staff	• Information about and the timing of the outage during the conversion event. • Cardholder impacts. • Plans for card replacement, if applicable. • WIC Vendor impacts. • WIC EBT System administrative portal changes. • Reporting changes, including data warehouse access and functionality (as applicable). • Information about the amount of data to convert. • Updated documentation and training sessions on the Incoming WIC EBT Processor systems. • Updated procedures for reporting system issues.
Clinic Staff	• Information about and the timing of the outage during the conversion event. • Cardholder impacts. • Plans for card replacement, if applicable. • WIC Vendor impacts. • WIC EBT System administrative portal changes and the amount of data converted, if used by clinic staff. • Updated documentation and training sessions on the Incoming WIC EBT Processor systems, if used by clinic staff. • Updated procedures, if any, due to the change in WIC EBT Processor.
WIC Vendors with Stand-Beside POS Devices	• Information about and the timing of the outage during the conversion event. • Stand-beside device replacement (equipment options, if any, and steps required to receive new equipment and return old equipment). • WIC Vendor portal changes. • WIC Vendor customer service number changes. • Changes to handling disputes. • Updated documentation and training materials.
Integrated WIC Vendors	• Information about and the timing of the outage during the conversion event. • WIC Vendor portal changes, if used by the SA's integrated WIC Vendors. • WIC Vendor customer service number changes. • Changes to handling disputes. • Updated documentation and training materials.

3.6.2. Communications Tasks

Table 9. Training Tasks lists the high-level communication tasks included in a WIC EBT Processor conversion project and the stakeholders typically responsible for each task. Section 3.6.1 Communications Overview includes additional information about these tasks.

Table 9. Training Tasks

Tasks	SA	Incoming WIC EBT Processor	Clinic Staff
Develop communications plan	X		
Communicate with participants	X		X
Communicate with SA staff	X	X	
Communicate with WIC clinic staff	X		
Communicate with WIC Vendors with stand-beside POS devices	X	X	
Communicate with WIC Vendors with integrated POS	X	X	

3.6.3. Communications Considerations

This section includes SA considerations identified during previous WIC EBT Processor re-procurement projects, conversion planning efforts, and during the performance of WIC EBT Processor conversion activities.

- Evaluate existing materials used to provide information about WIC EBT to stakeholders to determine potential updates based on the conversion to the Incoming WIC EBT Processor.
- As part of conversion planning, assess existing policy impacts from any new or different services or functionality, including the Incoming WIC EBT Processor SOW, if applicable.

3.7. Testing

The testing task group includes activities to ensure all system functions operate as expected before conversion. A WIC EBT Processor conversion requires several testing activities, including system testing, interface testing, and user acceptance testing (UAT). Section 3.2 Data Migration Planning and Validation addresses data conversion testing. Many testing activities feature similarities to those conducted during initial EBT implementation.

3.7.1. Testing Overview

Planning and performing testing includes the following activities:

- **Test Planning**: Testing activities start with a test plan developed by the Incoming WIC EBT Processor. The SA may participate in the development of this plan.

The SA reviews and approves this plan. The plan, at a minimum, details the following:

- Types of testing (i.e., system, interface, and user acceptance testing).
- Roles and responsibilities.
- Testing schedule.
- Processes for defect tracking and remediation.
- Entry and exit criteria.

- **System Testing**: The Incoming WIC EBT Processor performs system testing prior to making the system available for interface testing and UAT. Iterative system testing may take place depending on the development method (i.e., waterfall versus agile). The SA receives the results of the Incoming WIC EBT Processor's system test prior to initiating interface testing and UAT.
- **System Training:** SA staff requires training on the Incoming WIC EBT Processor's system. Most SAs limit access to the WIC EBT Processor's system to SA staff and may further limit access within the SA organization based on job function. SA staff training typically occurs in conjunction with Interface Testing or UAT, since SA staff support these efforts. Training includes use of the Incoming WIC EBT Processor's system and stand-beside POS devices. While potentially provided separately, training on system reconciliation processes and the use of the data warehouse should occur prior to the conversion event.
- **Interface Testing**: Interface testing involves a series of scripts to exercise the interface between the SA's MIS and the Incoming WIC EBT Processor's system. The Incoming WIC EBT Processor provides these scripts; however, the SA or their MIS Maintenance Provider may identify and execute additional test scenarios. Interface testing involves testing of all implemented interface functions, including the following list (refer to the WUMEI 2022 for a comprehensive list):
  - All available message functions, such as account setup, benefit issuance and adjustment, and card issuance and replacement.
  - MIS requests for data from the WIC EBT system, such as balance inquiries, transaction history, and card status.
  - All batch files sent from the MIS to the WIC EBT system and from the WIC EBT system to the MIS.
  - Testing scenarios to transmit data via messages and batch files intended to produce errors, which get returned to the originating system.
- **UAT**: UAT includes end-to-end, scenario-based testing involving SA staff. Some SAs have included clinic staff as a learning opportunity. The Incoming WIC EBT Processor provides the scripts, and like interface testing, other test participants may add additional scenarios. Depending on the SA and their resource needs, either the Incoming WIC EBT Processor or the SA facilitates the test. UAT evaluates the system's readiness for production. The SA uses UAT results as part of the go/no-go criteria for proceeding to WIC EBT Processor conversion. During UAT, test all components of the Incoming WIC EBT system along with the MIS components, including account setup and benefit issuance, stand-beside

POS devices, PIN selection devices (if applicable), customer service IVR, and cardholder portal. Develop a UAT results report at the conclusion of UAT.

3.7.2. Testing Tasks

Table 10. Testing Tasks lists the high-level testing tasks included in a WIC EBT Processor conversion project and the stakeholders typically responsible for each task. Section 3.6.1: Testing Overview includes additional information about these tasks.

Table 10. Testing Tasks

Tasks	SA	Incoming WIC EBT Processor	MIS Maintenance Provider
Develop test plan		X	
Perform system testing		X	
Develop interface test scripts		X	
Perform interface testing	X	X	X
Develop UAT scripts		X	
Perform UAT	X	X	X
Develop UAT report	X		
Resolve any testing issues		X	
Retest as necessary	X		

3.7.3. Testing Considerations

This section includes SA considerations identified during previous WIC EBT Processor re-procurement projects, conversion planning efforts, and during the performance of WIC EBT Processor conversion activities.

- Ensure sufficient time to perform testing and address any outcomes of the testing. Discuss this timing with the Incoming WIC EBT Processor as part of project initiation and schedule finalization. At a minimum, include a 1- to 2-week break between each testing event in the project schedule to allot sufficient time to address any identified issues.
- Schedule UAT to complete all testing 4 to 5 weeks prior to WIC EBT Processor conversion. This allows time to resolve major issues and perform additional testing, as well as sufficient time to complete readiness activities.
- Require at least two rounds of UAT in the schedule. With minimal issues in the first round, the SA can replace the second round of UAT testing with a brief regression test to confirm the resolution of defects.
- For SAs with limited resources, outside resources may provide additional testing support, such as technical assistance, project management, or quality assurance.

3.8. Production Go-Live

The production go-live task group activities include preparing for and completing the conversion event by bringing the new system into operation in the production environment and ensures all systems function properly.

3.8.1. Production Go-Live Overview

Planning and completing production go-live include the following activities:

- **Go-Live Planning:** During the go-live planning session, the Incoming WIC EBT Processor, SA, and Outgoing WIC EBT Processor specify production go-live steps, decide roles and responsibilities, set criteria for go/no-go, and evaluate the feasibility and criteria for rollback to the Outgoing WIC EBT Processor. Some conversion steps may happen sequentially, while others happen in parallel or prior to conversion. For example, deliver WIC Vendor, UPC, and Category (Cat) or Subcategory (Subcat) files early with the APL file staged for conversion, while cutover for transaction processing can happen sequentially.
- **Communications**: Communications planning for production go-live activities balances the granularity of needed messaging to the targeted audiences. The communications plan must identify, document, and manage communications with stakeholders as appropriate. This plan specifically addresses the steps and milestones during the conversion event and how the SA and other key stakeholders receive notification of progress. For example, the plan might include emails at each stage to identified individuals to provide status, as well as regular virtual meeting or conference calls. The plan addresses escalation procedures if the conversion steps fail to progress as expected.
- **Timing**: Schedule production go-live during low-volume redemption periods, such as just after midnight Sunday and continuing into the morning. Additionally, an SA with calendar month issuance may schedule the go-live event for later in the month to take advantage of lower purchase volumes. SAs should plan to avoid any high-volume shopping periods, such as the holiday season beginning in mid-November through mid-January or any major holiday weekends. Communication plans will notify participants about the system outage and ask them to refrain from purchasing during the system downtime to avoid complications in their user experience.
- **Pre-Conversion Event Activities:** Prior to the conversion night, data can begin transferring to the Incoming WIC EBT Processor. This includes the Vendor, Cat, Subcat, UPC, PLU, and NTE files sent from the MIS. This can include historic account, card, and transaction data to ensure the conversion event converts only the most recent data. Note: some SAs may have the Outgoing WIC EBT Processor calculate the NTEs. In these cases, convert data between the two WIC EBT Processors or convert enough historic redemption data in advance so the Incoming WIC EBT Processor can calculate the NTEs.
- **Conversion Event**: On the night of conversion and into the next morning, complete the following cutover steps:
    - The Outgoing WIC EBT Processor stops transacting and delivers the conversion files to the Incoming WIC EBT Processor. The Incoming WIC

EBT Processor imports the files containing account, balance, card, and transaction history data, decrypts PIN information, and reconciles data with the Outgoing WIC EBT Processor to validate record counts and benefit balances. SA staff validates data conversion by checking data in the Incoming WIC EBT Processor system.

- Section 3.5 Customer Service Conversion covers porting numbers and URLs. Initiate phone number porting prior to go-live, and schedule it to take effect the night or morning of go-live. Validate the status of phone number porting prior to and during go-live. The DNS usually propagates within a few hours. In some cases, it may take longer, so change the URL change as early as possible in the sequence of go-live activities.
- The MIS Maintenance Provider staff updates the MIS configurations, such as the WIC EBT Processor interface connection information in the MIS and file exchange locations to the Incoming WIC EBT Processor interface. The MIS Maintenance Provider sends interface messages to validate data exchange.
- TPPs change transaction routing to the Incoming WIC EBT Processor and convert phone numbers to their new destination. Depending on the carrier, converting phone numbers requires significant lead time and can limit rollback from the conversion in the event of serious issues. For example, if converted data introduces a previously undiscovered error in the Incoming EBT Processor's system, the conversion may require a rollback. Thorough testing of converted data in a near replica production environment helps avoid this type of issue.
- SA staff validates transaction routing via test purchases at both integrated and stand-beside WIC Vendor locations. This validation serves as a final step because once transactions occur on the Incoming WIC EBT Processor system, rollback is no longer possible.
- Following cutover, the SA performs a smoke test (a streamlined test to verify a build or implementation quickly by validating basic integration and functionality). An example of a simple smoke test follows:
    1. Set up an account.
    2. Issue a card.
    3. Issue benefits.
    4. Validate the account and benefits appear in the WIC EBT Processor administrative portal.
    5. Inquire about a balance from a retail location.
    6. Make a purchase from a retail location.
    7. Void a purchase from a retail location.
- Following the smoke test, the SA reviews the appropriate daily files from the WIC EBT Processor to validate the presence and accuracy of the issuance and redemption information. For example:
    - Review the WIC Benefit Changes file to validate present and accurate issued benefits.

    - Review the WIC Benefit Redemption file to validate present and accurate purchases and voids.
- The SA performs the smoke test for a combination of integrated and stand-beside WIC Vendors. The SA customizes the smoke test to account for different cash register systems and TPPs, as applicable.

3.8.2. Production Go-Live Tasks

Table 11. Production Go-Live Tasks lists high-level production go-live tasks included in a WIC EBT Processor conversion project and the stakeholders typically responsible for each task. Section 3.8.1 Production Go-Live Overview includes additional information about these tasks.

Table 11. Production Go-Live Tasks

Tasks	SA	Incoming WIC EBT Processor	Outgoing WIC EBT Processor	WIC Vendors	TPPs	Clinic Staff	MIS Maintenance Provider	Mobile App Developer
Plan production go-live	X	X	X					
Deliver APL to WIC Vendors prior to go-live	X	X						
Stop processing transactions			X					
Reroute transactions to the Incoming WIC EBT Processor					X			
Port phone numbers and URLs, as applicable	X	X	X					
Update the MIS to WIC EBT interface URL	X						X	
Change the data source for the mobile app								X
Configure participant mobile apps	X	X						X
Perform the final data extraction with PIN data encrypted			X					
Deliver the data file to the Incoming WIC EBT Processor			X					
Import the data file and decrypt PIN data		X						
Verify data (record counts and summary data between WIC EBT Processors to validate the conversion)	X	X	X					
Perform smoke test on the following:								
• MIS	X							
• WIC EBT system	X							
• Mobile	X							
• ECR	X			X				
• Stand-beside devices	X			X				
In the event of major issue, roll back to a previous production environment	X	X	X	X	X	X	X	X

3.8.3. Production Go-Live Considerations

This section includes SA considerations identified during previous WIC EBT Processor re-procurement projects, conversion planning efforts, and during the performance of WIC EBT Processor conversion activities.

- Rehearse the production go-live process to walk through the activities checklist and validate roles and responsibilities.
- In some cases, rollback is impractical due to the time needed to coordinate activities, such as phone number migration.
- Once a transaction happens, rollback is not possible. Therefore, plan ahead, prepare as much as possible, test and validate thoroughly, and build in check points to ensure system readiness and phase completion before proceeding to the next step in the conversion process.

3.9. Post-Conversion

The post-conversion task group activities begin after completing the production go-live activities. These activities involve monitoring the Incoming WIC EBT processing system, WIC Vendor testing, performing reconciliation between the Outgoing and Incoming systems, and any project close out activities.

3.9.1. Post-Conversion Overview

Following the cutover to the Incoming WIC EBT system, the SA and the Incoming WIC EBT Processor monitor transactions by uncovering transaction denial responses of which high volumes could indicate problems in the data conversion. The following lists the types of denial responses found in post-conversion:

- **Invalid PIN Denials**: High volumes could indicate an issue with exchanging PIN encryption keys.
- **Invalid Card Denials**: High volumes could indicate an issue with converting card data.
- **Voids**: High volumes could indicate an issue with WIC Vendors processing transactions.
- **Insufficient Funds Transaction Denials**: High volumes could represent WIC Vendors sending UPCs and PLUs not found in the APL, which may indicate an issue with APL conversion or WIC Vendors have not downloaded the current APL.

The SA and the Incoming WIC EBT Processor monitor customer service access points prior to conversion (IVR, portals, and mobile apps) and re-examine activity for higher volume usage after conversion. If post-conversion reports higher volumes, identify the reasons card holders and WIC Vendors connect to customer service access points to determine any patterns. For example, are cardholders calling because of card, PIN, or balance issues? Are WIC Vendors calling because of connectivity or processing issues?

The SA and MIS Maintenance Provider monitor the messages and files sent between the MIS and the Incoming WIC EBT system, as well as settlement processing. The SA and its MIS Maintenance Provider look for any issues in transmissions between the MIS

and WIC EBT systems. These interfaces get tested as part of the smoke testing performed during the production go-live activities, but monitoring activity, logs, and help desk calls for issues continue to provide benefits. To monitor settlement, the SA and the Incoming WIC EBT Processor watch for any rejected ACH payments, as well as activity with WIC Vendor customer service to identify any anomalies or issues.

As part of post-conversion, the SA performs the final financial and benefit reconciliation activities with the Outgoing WIC EBT Processor and initiates ongoing reconciliation activities with the Incoming WIC EBT Processor.

Important note: the first reconciliation after completing a conversion will involve reconciliation data from both the Outgoing WIC EBT Processor and the Incoming WIC EBT Processor for a single settlement day. This dual reconciliation results because the conversion does not occur in conjunction with the settlement daily cut-off time and may impact MIS processing of daily redemption files and reporting. Therefore, the SA works with the MIS Maintenance Provider to plan for this one-day anomaly in processing, after which reconciliation activities resume as normal.

After the conversion is complete, the SA closes out the project. For the Incoming WIC EBT Processor, they can transition from their project management team to their ongoing account management team. As part of close out, many SAs collect lessons learned from all project stakeholders. The SA uses this information when planning future re-procurements and shares with other SAs. Project close out concludes the Outgoing WIC EBT Processor's contract. Section 3.1.1: Project Management Overview includes additional project close out activities.

3.9.2. Post-Conversion Tasks

Table 12. Post-Conversion Tasks lists the high-level post-conversion tasks included in a WIC EBT Processor conversion project and the stakeholders typically responsible for each task. Section 3.9.1: Post-Conversion Overview includes additional information about these tasks.

Table 12. Post-Conversion Tasks

Tasks	SA or Designee	Incoming WIC EBT Processor	Outgoing WIC EBT Processor	MIS Maintenance Provider
Monitor transactions, customer service, and settlement; address issues	X	X		
Monitor MIS-EBT interface and address issues	X	X		X
Develop processes for reconciling with both processors	X			X
Complete reconciliation for the last processing day performed by the Outgoing WIC EBT Processor	X		X	
After the first processing day with the Incoming WIC EBT Processor, begin ongoing reconciliation activities	X	X		
Identify lessons learned	X	X	X	X
Document lessons learned	X			
Complete close out activities	X	X	X	

3.9.3. Post-Conversion Considerations

This section includes SA considerations identified during previous WIC EBT Processor re-procurement projects, conversion planning efforts, and during the performance of WIC EBT Processor conversion activities.

- SAs working with the Incoming WIC EBT Processor monitor transaction activity for any anomalies and unusual numbers of denied transactions.
- When collecting lessons learned, consider documenting information to use in the next procurement. For example, document any tasks to assign or perform differently during a future conversion for either the Incoming or Outgoing WIC EBT Processor.

4. WIC EBT Processor Re-Procurement and Contracting

This section addresses the re-procurement of a new WIC EBT Processor and considerations when planning, developing, and executing a re-procurement. The SA should consult with their FNS Regional Office and review *FNS Handbook 901* for specific FNS requirements to address as they move forward in the procurement process.

4.1. Re-Procurement Planning

The SA develops their high-level re-procurement strategy, identifies the lead and support resources, and gathers information to develop the re-procurement documents.

4.1.1. Re-Procurement Approach

Using the previous procurement SOW as only a starting point, SAs develop the re-procurement relevant for their current situation. An SA may consider contacting another SA who re-procured within the last year and review their SOW and related procurement documents. The SA determines if an independent re-procurement serves their best interest as well as with part of a consortium or with another EBT program.

4.1.1.1. Independent Re-procurement

This approach allows for the most flexibility as the SA does not have to collaborate or come to consensus with other SAs or EBT programs or work within the requirements of other State procurement rules. Independent re-procurement helps when the SA has a short timeframe for re-procurement. Smaller SAs may find independent re-procurement more challenging from a cost and competition perspective because smaller SAs have a smaller number of cases across which to spread costs. Additionally, when multiple WIC EBT and SNAP or Cash EBT re-procurements stay open at the same time, bidders focus their efforts to respond to the those with larger caseloads if they have limited bandwidth to develop proposals.

4.1.1.2. Consortium Re-procurement

This approach allows multiple SAs to work together on one procurement resulting in separate contracts for each SA. Joining together increases the effort size and caseload, making the opportunity more advantageous to bidders. This approach requires collaboration and consensus among the consortium members and each SA's procurement, contracting, and legal offices, which add time to the effort.

4.1.1.3. Re-procurement with Another EBT Program within the State

If timing does not present an issue, SAs may decide or their State may require to combine their re-procurement with another EBT program within their State.

Similar to the consortium approach, this method can result in separate contracts for each agency. It increases the size and caseload of the project, making it attractive to bidders. Depending on the evaluation approach, the larger program involved in the re-procurement may potentially have more weight in the selection of a bidder. The smaller program involved in the re-procurement may not find the best fit from this result. If taking this approach, include separate SOWs for each agency (i.e., WIC EBT scope and SNAP or Cash EBT scope).

4.1.2. Resource Planning

SAs consider their resource needs when planning a WIC EBT processing re-procurement. In planning efforts, ask the following questions:

- **What assistance will the procurement office offer and provide?**
  Assistance differs by SA, but the procurement office should be engaged at an early stage in the RFP process and should be closely engaged throughout contract negotiations.
- **Is SA staff available to manage and/or support the effort?**
  This support can often add to existing assignments.
- **Can SA staff support the effort?**
  This support can often add to existing assignments.
- **Are additional management or support resources needed?**
  SAs without existing staff to lead or support the effort may need to consider additional temporary resources.
- **Is additional subject matter expertise needed?**
  For SAs who have not been through a re-procurement or conversion or where there has been staff turnover since the last procurement or re-procurement, a subject matter expert may help fill in information gaps.

4.1.3. Information Gathering

The SA collects the following information to use to develop scope and re-procurement documents:

- **Information from the State Procurement Office**: Information can include any requirements, guidance, and procurement document templates to follow. Most SAs use procurement document templates with predefined instructions, format, general requirements, and contract terms and conditions. The templates include sections where the SA provides their specific requirements for their project. The SA must understand the template, the required information, and standard information (no edits or changes).
- **SA Procurement and Re-procurement Documents**: The most recent versions of these documents can establish a starting point, but the SA must review them to identify any outdated, missing, or no longer relevant content.
- **Re-procurement Documents from Other SAs**: Another SA's documents can include the bidders' questions and the SA's responses to questions. The most recent versions of these documents can provide the SA with information about

requirements or approaches taken in their procurement, which can differ from new versions.

- **Lessons Learned Documents:** Starting with the most recent versions available, review lessons from past procurements, re-procurements, and conversions from the SA or from other SAs. The SA may want to talk to other SAs about their re-procurements and, if applicable, their WIC EBT Processor conversion experience.
- **Program Data Driving Contract Costs:** Include this information in procurement documents to assist bidders in understanding the SA environment as they develop their cost proposal. This information can include caseload (number of participants and households), number of WIC Vendors, number of deployed stand-beside POS devices, and card issuance and replacement data.
- **Current WIC EBT Contract**: SA staff meet to discuss the current WIC EBT contract and document answers to the following questions:
    - Does the SA appreciate certain aspects of with their current WIC EBT services, and/or are their aspects with the current system the SA want provided under the next contract? Does the SA dislike certain aspects about their current WIC EBT services or their system? The response to both questions might include system functionality, features, tools, reporting, and support provided by WIC EBT Processor's project team.
    - Have SLAs been met under the current contract? Do SLAs need changes to better support or encourage desired behavior?
    - Has the level of resource support been sufficient? Are additional skills or experience required?
    - Is additional functionality desired with the WIC EBT system? Examples might include expanding search functionality within the WIC EBT administrative portal, expanding reporting capability within the administrative portal or through a data warehouse, or providing a mobile app or functionality to interface to a third-party mobile app.

4.2. Developing Re-procurement Documents

Before beginning any document development, the SA must clearly understand the processes and documentation required by their procurement office. Some SA procurement processes and templates can restrict and limit how to present the project requirements. Understanding document organization, restrictions, or format in advance saves on potential rework later in the process.

Using the information gathered, the SA develops the SOW and other documentation needed for the re-procurement. Once complete, FNS must review the procurement documents before publishing them. During the development process, the SA may consider the items in this section.

4.2.1. Scope of Work Considerations

SAs develop the SOW using information gathered in the planning phase. The SOW contains the technical requirements for the WIC EBT system and its components along

with the related services to provide under the new contract. When developing the re-procurement SOW, consider the following:

- **Past SOW**: can provide a starting point, particularly for ongoing operational requirements. For an SA's first re-procurement, the requirements differ from an initial implementation. Consider the following differences:
    - Pilot and rollout activities are not necessary because the WIC EBT Processor conversion occurs in one SA-wide cutover from the Outgoing WIC EBT Processor to the Incoming WIC EBT Processor.
    - Because WIC Vendors are already WIC EBT enabled and operational there are less WIC Vendor readiness activities (such as WIC Vendor system integration and testing).
    - SAs, Clinic Staff, WIC Vendors, and cardholders have experience and familiarity with WIC EBT and do not need to be trained on the basic concepts. System training often focuses on SA training on the Incoming WIC EBT Processor's administrative portal. However, the SA must still communicate changes and potentially provide some training on customer service applications.
    - The Outgoing WIC EBT Processor migrates WIC EBT data to the Incoming WIC EBT Processor.
    - Confirm any updates to WIC EBT federal regulations with your Regional Office and technical standards on PartnerWeb.
- **WIC EBT Processor Conversion Requirements**: The requirements must address all WIC EBT Processor conversion requirements: transition-in, data migration, WIC Vendor conversion, card conversion, customer service conversion, training, testing, production go-live, and post-conversion activities. Requirements clearly define the transition-out activities at the end of the contract and all Outgoing WIC EBT Processor responsibilities. Review Section 3: WIC EBT Processor Conversion Activities for conversion tasks, activities, and roles and responsibilities for the Incoming and Outgoing WIC EBT Processor. Consider the following points when establishing requirements:
    - Define activities and time commitments.
    - Set clear expectations for collaboration with the Incoming WIC EBT Processor.
    - Define SLAs for engagement timeframes. For example, the Outgoing WIC EBT Processor will remain available for meetings within "X" days of a request.
    - Plan for a limited overlap of contracts. The Outgoing WIC EBT Processor continues to provide ongoing operational activities (i.e., transaction processing, customer service, etc.) from the start of the Incoming WIC EBT Processor's contract until WIC EBT Processor conversion, at which time the Incoming WIC EBT Processor begins supporting the ongoing operational activities. As a common practice, SAs conclude the Outgoing WIC EBT Processor's contract one month following WIC EBT Processor conversion to allow for project close out activities to occur.

- **New Technology**: SAs may want to include new technologies, innovations, or additional services within their SOW, but they may not want to include them in the Cost Per Case Month (CPCM) as the ongoing costs. Since the SA may not be able to estimate the cost of these items, they should request separate pricing and, in some cases, set them up as optional requirements. An optional requirement could include services or technology the SA has interest in receiving or implementing, may do in the future or may consider but needs more information. The bidder must provide a response and a price for optional items; the SA determines, during the life of the contract, if they exercise the optional items.
- **Reduced or Increased Services**: SAs should consider the services they currently receive. Could the SA or another resource better support any services? Where can the WIC EBT Processor provide more support? Areas to consider include:
    - Cardholder customer service, including the level of support provided.
        - To save costs, some SAs do not provide live customer service. In these cases, they must still offer a method for cardholders to report their card lost or stolen 24 x 7 and must act on these reports by the next business day.
        - Some SAs limit live customer service hours as a cost saving measure.
    - WIC Vendor support for system certifications.
        - Most initial WIC EBT SOWs do not address Ongoing WIC Vendor system certification. This ongoing activity has an associated level of effort and cost.
    - Card replacement by mail.
        - Some SAs offer card replacement by mail through their WIC EBT Processor to alleviate clinic staff from this task and to help curb excessive card replacements.

4.2.2. Resource Requirements

Procurement documents define the staffing requirements for the contract. The SA performs the following activities:

- Identify the key positions bidders must fill to meet the requirements of the SOW. Examples of key responsibilities include:
    - Project or Conversion Manager (for conversion only)
    - Account Management (for ongoing operations)
    - Technical Management
    - Vendor Management
- Define key resource skill sets and experience for each required position.
- Establish expectations for availability of key personnel.

- Establish expectations for replacement and approval of key personnel.

4.2.3. Past Performance

Procurement documents define experience requirements for the bidding organization. These requirements can include number of years' experience or experience with a set number of projects. This experience might include projects of similar size and scope or might relate more to other projects involving financial transaction or EBT processing.

4.2.4. Service Level Agreements

Procurement documents define the service levels the WIC EBT Processor agrees to support in various service and functional areas. SLA service and functional areas include:

- System uptime.
- Transaction processing and response times.
- Settlement accuracy.
- ACH payment timeframes.
- APL processing timeframes.
- Customer service call response times.
- Customer service portal uptimes.
- Stand-beside POS deployment, training, and issue resolution.
- Data maintenance and retention.
- Data security to include protections of personal identifiable information.
- Business continuity provisions.
- Availability or onsite requirements for WIC EBT Processor staff resources.
- Deliverable or report submission timeframes.
- Meeting project schedule milestones.

SLAs serve as an important tool for managing a contract. However, having too many SLAs or defining SLAs above industry standards may result in increased costs. When developing SLAs, consider the following:

- Learn from the past or from other SAs:
    - Examine previous SOWs, subsequent contracts, and any lessons learned documentation.
    - Identify the best and most challenging SLAs for the SA or other SAs, including consideration of enforceability.
    - Identify gaps between SLAs and the current WIC EBT Processing contract.
- Define SLAs clearly and include measurable factors.

- Require the WIC EBT Processor to provide regular reporting on activities associated with SLAs.

4.2.5. Remedies

Procurement documents define what remedies occur when not meeting SLAs. These remedies can include corrective actions, holdbacks, or liquidated damage payments. When defining remedies, consider the following:

- Consult with the SA procurement or contracting office to identify any required or common types of remedies used with the State or Agency.
- Use a progressive approach allowing the WIC EBT Processor to rectify the issue within a given amount of time before applying financial penalties, like holdbacks or liquidated damages. For example:
    1. After the first occurrence, require the WIC EBT Processor to develop a corrective action plan to correct the deficiency within a specified timeframe.
    2. Once approved, the WIC EBT Processor follows the plan to correct the deficiency.
    3. In the first month when a deficiency remains uncorrected within the timeframe specified in the corrective action plan, the SA holds back a percentage (i.e., 10%) of the total payment owed to the WIC EBT Processor.
    4. In any following consecutive month when a deficiency remains uncorrected within the timeframe specified in the corrective action plan, the SA holds back an increasingly larger percentage of the total payment (i.e., 25+%) owed to the WIC EBT Processor for each month, up to 100%.
    5. Once the WIC EBT Processor corrects the deficiency, the SA pays the held back amounts to the WIC EBT Processor.

The SA may take a similar approach using monetary penalties or liquidated damages in place of holdbacks. Monetary penalties and liquidated damages present more risk to bidders as they have no means of recovering this money when imposed. From a bidder's perspective, added risk results in added costs. Holdbacks present less risk to bidders and can offer an incentive to correct behavior because the WIC EBT Processor recovers the holdback after resolving the issue.

4.2.6. Schedule

Procurement documents address activity timeframes and major milestones for the re-procurement and for the project. Set a realistic schedule based on the SA or other SA experiences. Section 2: Timeline for Re-procurement and Conversion and Section 3: WIC EBT Processor Conversion Activities provide examples of timelines or durations for activities from re-procurement planning to the completion of a WIC EBT Processor conversion. Items to consider for inclusion in re-procurement documents include the following:

- A schedule of re-procurement milestones to include the following dates:

- Publication date.
- Due date for letter of intent to bid, if applicable.
- Date of bidder conference, if applicable.
- Due date for submission of bidder questions.
- Date for responses to bidder questions.
- Proposal submission date.
- Expected date for oral presentations or demonstrations, if applicable.
- Expected award date.

- Information bidders can use to develop their project schedule, including the following data points:
  - Expected project start date.
  - Current WIC EBT Processor contract end date.
  - Due dates for any project milestones or deliverables represented as "X" number of months following contract execution or "X" number of months prior to WIC EBT Processor conversion.

4.2.7. Pricing

Bidder costs represent a key component of a bidder's proposal and can factor into selection. A CPCM price represents pricing for ongoing WIC EBT processing and services. A CPCM price translates into cost per active WIC EBT family of household account per month. The family or household includes all WIC participants assigned to their family or household in the MIS. Foster children represent the one exception to this rule; foster children typically have a separate account established for each individual foster child.

Some SAs bundle all costs into their CPCM, while others may have a CPCM for base-level services related to account maintenance, transaction processing, card production, WIC Vendor support, settlement, reconciliation and reporting separate costs for things like single-function stand-beside POS devices, PIN pads, mobile app development and maintenance, and data warehouse services. Many WIC EBT Processor contracts include line-item costs for optional services the SA exercise, such as expanded customer service support, a set number of development hours for new functionality, and WIC Vendor certification support.

Consider the following when developing pricing requirements:

- Review the current WIC EBT Processor's contract pricing structure and identify any areas to increase effectiveness. For example, does the pricing include multiple line items to potentially combine to streamline billing? Can the CPCM separate some items in separate lines for specific cost tracking?
- Define cost proposal instructions clearly so all bidders can furnish similar pricing structures for a fair and lateral comparison of prices during the evaluation.
- Separate conversion costs outside of the CPCM, as they represent one-time costs and increase the CPCM (an ongoing cost) for any non-incumbent bidder.

Some SAs choose not to include conversion costs in their pricing evaluation to maintain a fair level of competition across all bidders.

4.3. Evaluation

As with the development of the procurement documents, the SA consults with their procurement offices for requirements related to proposal evaluations. These requirements drive the evaluation information included in the procurement documents, evaluation scoring points, percentage of technical point to pricing points, and evaluation processes, protocols, and scoring. The evaluation process ends with tabulating the final score to select the winning bidder.

4.4. Contract Negotiations

Once bidders receive award notification and the protest period expires, the SA proceeds to contract negotiations. SAs should plan for lengthy negotiations. Requirements should accurately reflect the expectations of all parties. Bidders negotiate the contract terms and conditions, and any SLAs they might find onerous. Common negotiation items include unlimited liability, liquidated damages, penalties, retainage, and termination clauses. Many SAs request bidders document their exceptions within their proposal, resulting in no surprises at negotiation time. Most SA contracting offices cannot modify terms and conditions written as part of the boiler plate contract.

Bidders may offset perceived risk in SLAs, penalties, and damages in their costs for services. When considering a reduction in these areas as part of contract negotiations, the SA can request a cost reduction from the bidder as an equitable exchange.

4.5. Contract Execution

Upon completing contract negotiations, the SA completes the final step in the re-procurement to execute the contract. As part of this process, the WIC SA and its procurement office finalizes all contract documents and completes internal reviews. FNS must review the contract before any party signs it. Following FNS review, the SA obtains signatures. As noted in Section 2.7: Contract Execution Phase, some SAs have a final approval step with their legislature or governor's office before completing the execution process; this can add time before award announcement contract execution.

5. Appendix

5.1. Project Management Plan Template

The following template assists the SA in drafting a project plan for the WIC EBT processor conversion project. These examples, for guidance only, in no way constitute a complete project plan. All content in this template offers an example of what to include in a project plan. Use the template as a starting point or a framework for the state to initiate their project.

Introduction

The project management plan defines how to manage, execute, and control a project. State Agencies (SAs) should customize the project management plan to support the project, depending on its complexity. Overarching language in this section defines the purpose of the project, who will be engaged, and how the project is managed, executed, and controlled. It documents the established rules, such as procedures, priorities, and responsibility for handling various situations, and establishes the baselines from which performance metrics are measured. Consult FNS Handbook 901, Section 7.4, for more information about creating a project management plan.

Project Management Approach

In this section, explain the business approach for ensuring compliance with corporate and state standards and consideration of industry best practices. The approach addresses the following project management areas:

- *Schedule management*
- *Scope management*
- *Change management*
- *Cost management*
- *Quality management*
- *Resource management*
- *Communications management*
- *Risk and issue management*

Project Phases

1. Project Initiation

The project initiation phase defines the overall parameters of the project and establishes the appropriate project management and quality environment required to complete the project. A project manager (PM) is assigned at the beginning of this phase. The following processes occur during the initiation phase:

- *Select the project sponsor and the initial project team.*

- *Create the charter and hold a kickoff meeting.*
- *Define the scope of the project, schedule, and quality standards.*
- *Uncover and document risks associated with the project.*
- *Identify all stakeholders and document their involvement in the project.*
- *Develop the communications plan.*
- *Compile all documentation created during project initiation to produce the initial project management plan.*
- *Establish status meeting and status report frequency.*
- *Confirm approval from the project sponsor to proceed to the next phase.*

2. Project Planning

The project planning phase defines the exact parameters of the project and ensures establishment of all prerequisites for project execution and control. Planning builds on the work of the initiation phase, such as the generation of the project management plan. Since specific details may be missing or circumstances may change, the information in a project management plan is elaborated as the project progresses. Project planning consists of the following activities:

- *Hold a project kick-off meeting to formally begin the project planning phase.*
- *Review the project organization chart, roles and responsibilities, logistics, and procedures.*
- *Establish performance baselines for measuring deviations from the plan during and at the end of the project.*
- *Develop a formal risk management plan.*
- *Confirm the project sponsor's approval to proceed to the next phase.*

3. Project Execution

The project execution phase develops the system and is the longest phase of the project management lifecycle when most resources are applied. It uses all the plans, schedules, and procedures prepared in previous phases. The conclusion of the phase arrives when the product is fully developed, tested, accepted, implemented, and transitioned to operational. The following processes occur during this phase:

- *Manage every aspect of the project management plan to ensure correct and timely performance (PM responsibility).*
- *Document deliverable acceptance, test results, organizational change, and project transition.*
- *Execute the communications plan.*

4. Project Monitoring and Control

The project monitoring and control phase is not a phase in the traditional, sequential sense. It happens constantly, throughout the project, and controls all other phases. This

phase fixes things that go awry in all other phases. During this phase, the PM does the following:

- *Track, review, and report project progress against performance activities.*
- *Handle changes to the project scope and schedule.*
- *Control and manage costs.*
- *Implement quality assurance and quality control processes according to the quality standards.*

5. Project Closeout

The project closeout phase assesses the project and derives any lessons learned and best practices for future projects. The PM formally closes the project with performance feedback for team members and by archiving all project information.

Glossary

Table 1 offers a sample template to create a custom glossary for the project management plan.

Table 1 Sample Glossary

Term/Abbreviation	Definition
FNS	Food and Nutrition Services
PM	Project Manager
SA	State Agency

5.2. Test Case Samples

Test cases comprise one part of test planning. Refer to *FNS Handbook 901*, Section 6.1.4 for requirements related to testing. WIC EBT processors furnish detailed test scripts for interface and user acceptance testing as part of their project scope. Most WIC EBT Processors maintain a suite of test scripts to support these activities.

Organize test scripts according to the functional areas of the system related to WIC EBT. For example, some of the areas tested include the following:

- Account setup
- Cat and Subcat
- UPC, PLU and NTEs
- WIC vendors
- Cardholders
- APL file
- IVR
- Transaction processing
- Daily incoming and outgoing files
- Settlement and reconciliation
- Reports
- Error, reason, status, and type codes

Write test cases with different levels of detail. For example, a detailed test case instructs the tester where to click and what data to enter, while a high-level test case instructs the tester to perform a functional procedure, such as adding a card to the WIC EBT account.

The following sample test cases show different levels of detail to use in WIC EBT test scripts:

Example 1. Issuance and Redemption Test Case Scenario: Single Mother with Child

1. Set up an account for a pregnant mother and child.
2. Issue benefits to the mother and child.
3. Perform a balance inquiry to validate benefit balances.
4. Adjust benefits for the child.
5. Perform a balance inquiry to validate benefit balances.
6. Validate the account and benefits in the administrative portal.
7. Validate benefits through the IVR.
8. Validate the presence of the benefit issuance and changes in daily files from the WIC EBT Processor.

9. Run a report in the admin. portal to validate the benefit issuance and changes appear in the report.
10. Make a test purchase.
11. Validate the visibility of the purchase in the administrative portal.
12. Run a report in the admin. portal to validate the purchase transaction appears in the report.
13. Perform a balance inquiry from the MIS to validate the benefit reduction.
14. Validate the benefit reduction through the IVR.
15. Validate the presence of the purchase transaction in the daily files from the WIC EBT Processor.
16. Validate, to the extent possible, the purchase flows through the settlement process.

Example 2. UPC, PLU, NTE Test Case Scenario

1. Load UPC data using a batch file (from production-like data, i.e., over 10,000 products).
2. Validate the UPC, PLU, NTE data loaded in the eWIC system.
3. Modify the UPC and NTE information.
4. Attempt to add a product to a category or subcategory with a future Begin Date.
5. Attempt to add a product to a deactivated subcategory.
6. Attempt to add a UPC with a length other than 12 or 13 (for example, a UPC with 8 digits).
7. Attempt to add a UPC product with a length of 5 or 6 to ensure the PLU product length is not allowed for a UPC.
8. Attempt to add a PLU product with a length other than 5 or 6 (for example, a PLU with 4 digits).
9. Attempt to add a PLU product with a length of 12 or 13 to ensure the UPC product length is not allowed for a PLU.
10. Deactivate a product.
11. Validate the WIC EBT file processing screen for files submitted.

Example 3. Place WIC Vendor Inactive on Hold Test Case Scenario

1. Submit a batch WIC Vendor file record placing the WIC Vendor in inactive-on hold (V007) for a WIC Vendor where the WIC Vendor effective date and end date reflect the current day.
    a. The WIC Vendor file was processed as expected.
2. Access the WIC Vendor Search screen via the WIC Vendor Management menu in the MIS.
    a. The WIC Vendor Search screen displays.

   b. All active WIC Vendor records appear in the WIC Vendor Search results grid in ascending MIS WIC Vendor ID order.
   c. The WIC Vendor from Step 1 is not listed in the WIC Vendor Search results grid.
3. Select Inactive-On Hold in the Status search field and Search.
   a. The WIC Vendor Search screen displays.
   b. All inactive-on hold WIC Vendor records appear in the WIC Vendor Search results grid in ascending MIS WIC Vendor ID order.
   c. The WIC Vendor from Step 1 is listed in the WIC Vendor Search results grid.
4. Select the WIC Vendor from Step 1.
   a. The WIC Vendor Detail screen displays for the WIC Vendor selected.
   b. The WIC Vendor status shows as inactive with an end date equivalent to the next day.
   c. The screen displays the Activity Log tab accessed.
   d. The Activity Log tab displays the WIC Vendor history records for the WIC Vendor in descending process date and time order.
5. Select the WIC Vendor detail history record from Step 4 using the link in the Process Date/Time column.
   a. The details of the WIC Vendor activity record display for the record processed in Step 1.
   b. Displayed the details of the WIC Vendor prior activity record.

Example 4. Issue Current Benefits Test Case Scenario

1. Use the MIS to look up the household (created previously). Issue 1 month of benefits.
2. Verify the Benefit Begin Date is not a future date and the Benefit End Date is a future date.
   - The benefits should issue successfully.
3. Use the WIC EBT Processor admin. Webpage to look up the household and verify the accuracy of all benefit issuance details.
   - Store all details in the correct format. Ensure active benefits.
4. Use the MIS to issue additional benefits to the household. Verify the Benefit Begin Date is not a future date and the Benefit End Date is a future date.
   - The benefit should issue successfully.
5. Use the WIC EBT Processor admin. webpage to look up the household and verify the accuracy of all the benefit issuance details.
   - Store all details in the correct format. Ensure active benefits.

5.3. Sample Communications Plan

A communications plan ensures an effective flow of information between stakeholders and establishes rules for all stakeholders. The communications convey supportive information clearly and efficiently to the intended audiences. This sample communication plan outlines how to address the following areas:

- **Stakeholder Management**: Engage stakeholders based on their roles and responsibilities.
- **Communication Strategy**: Craft the right messages and have goals for each communication.
- **Communication Channels and Frequency**: Know where and when to distribute messaging.
- **Glossary**: Explain terminology relevant to the project.

FNS Handbook 901, Section 7.4.2 contains information about developing a communications management plan.

Introduction to Project Communication

Project communication efforts efficiently convey clear and concise information to all Electronic Benefits Transfer (EBT) Conversion Project stakeholders and team members. A communications plan establishes rules to ensure an effective flow of information between stakeholders. This comprehensive communications strategy includes the following:

1. **Stakeholder Management Strategy**: Detailed roles and responsibilities for internal and external stakeholder audiences regarding communications activities.
2. **Communication Strategy**: Defined project communication methods and procedures.
3. **Communication Channels and Frequency**: Defined communications channels, desired messaging, and distribution frequency.
4. **Glossary**: Terminology relevant to project communications.
5. **Appendix:** Templates and examples.

EBT team staff coordinate with state agency (SA) staff to ensure all affected individuals fully understand issues and problems, the effects, and the solutions. EBT team staff find, resolve, and communicate issues and problems expediently and effectively. Consult *FNS Handbook 901*, Section 7.4.2, for more information about creating a project communications management plan.

Stakeholder Management Strategy

A stakeholder management strategy sets expectations and assists with effective communication throughout the delivery of the project. This communications plan details the stakeholders and their project responsibilities using matrixes (Table 1 and Table 2). Complete team matrices by project initiation.

Table 1 EBT Processing Team Matrix

EBT Team Role	EBT Team Owner	Responsibilities
EBT Oversight Committee	<insert name>	• Provide overall business direction and support to ensure the success of the program. • Drive successful mediation or resolution of business issues, risks, and other challenges affecting program success. • Direct the effort in line with the original objectives and goals. • Monitor the financial aspects and issues of the effort. • Direct prioritization, resolution, and mitigation of emerging issues and risks. • Align efforts align organizational policies and standards.
EBT Program Manager	<insert name> This person is also the customer liaison	• Serve as the primary contact throughout the contract, escalating any operational issues through the proper procedure for prompt resolution. • Coordinate internal project teams, including resource monitoring, through the successful Implementation of the SA's EBT program throughout the length of the implementation phase. • Manage the day-to-day relationship and activities with the SA as they relate to the EBT services and equipment. • Address questions, monitor issues, resolve equipment problems, and support EBT activities.
EBT Contract Manager	<insert name>	• Monitor and administer the EBT contract with the SA. • Work with the SA's contract manager to address contractual and fiscal issues. • Act as the EBT team program manager during the absence of the EBT team program manager. • Manage all contract amendments.
Transition Project Manager	<insert name>	• Lead EBT transition services. • Oversee the transition services workplan and all EBT team and subcontractor resources involved in EBT transition services.
Technical Lead	<insert name>	• Manage deliverable development per requirements. • Coordinate interaction among individual departments (network, architecture, development, testing, and operations) and SA resources required for the project. • Review and prioritize issues, risks, and scope changes and escalate them to senior management, when appropriate. • Communicate progress to the sponsor and other stakeholders. • Communicate stakeholder feedback to individual leads. • Manage and use resources for overall delivery of the project. • Plan, analyze, and forecast projects and tasks. • Facilitate the post-conversion knowledge transfer to the application support team for the ongoing operations phase.

EBT Team Role	EBT Team Owner	Responsibilities
WIC Program Manager, Transition, and Implementation Lead	<insert name>	• Report to the EBT program manager and lead the implementation of WIC EBT throughout the SA. • Oversee the WIC EBT implementation services workplan and EBT team and subcontractor resources involved in WIC EBT implementation services. • Stay on throughout statewide implementation of WIC EBT. • Coordinate implementation activities at the WIC local agencies and SA office, including installation of EBT equipment and software; monitor WIC local agency-level technical issues, such as local interfaces. • Coordinate training, develop and implement EBT system access processes and procedures, reorder cardstock, resolve problems, and train end users, where needed. • Report WIC local agency progress and status on WIC local agency activities.
WIC Project Manager	<insert name>	• Report to the WIC program manager and lead the implementation of WIC EBT for the SA. • Oversee the WIC EBT implementation services workplan and EBT team and subcontractor resources involved in WIC EBT implementation services. • Stay on throughout statewide implementation of WIC EBT.
WIC Technical Manager	<insert name>	• Facilitate the system design process for the WIC EBT interface with the WIC MIS and all administrative application design, development, and testing. • Participate in system requirements definition and design, interface design and development, and lead system development and testing. • Develop and finalize all WIC EBT-related system design documents and deliverables.

Table 2 State Agency Team Matrix

SA Role	SA Team Owner	Responsibilities
Program Sponsor	<insert name>	• Ensure the program's success. • Provide overall business direction for the program. • Drive successful mediation or resolution of business issues, risks, and other challenges affecting program success. • Direct the effort in line with the original objectives and goals.
Project Director	<insert name>	• Implement and deliver the program. • Represent SA's delivery services; serve as the key point of contact for the EBT team. • Approve change requests within a defined delegated authority. • Drive successful mediation or resolution of business issues, risks, and other challenges affecting program success. • Provide day to day direction to SA team for the execution of the program tasks and activities. • Resolve program issues and risks as escalated by the EBT Team to ensure success of the program delivery.

SA Role	SA Team Owner	Responsibilities
		• Co-lead the joint stakeholders meeting. • Participate and offer updates in weekly status meetings. • Track and monitor the progress of the project teams toward the program objectives and goals. • Liaise with EBT team program leadership to establish program governance processes. • Serve as an escalation point for any questions, issues, or risks.
Project Manager	<insert name> This is the person responsible for the day-to-day project execution	• Manage the overall implementation for the WIC programs. • Create and maintain detailed implementation plan. • Manage day-to-day tasks on the project and complete project tasks as per the project schedule. • Ensure timely resolution of project questions, issues, and risks. • Disseminate communication from and to the team. • Provide status of project tasks and escalate project issues to the project director, as needed. • Achieve project goals and objectives.
Subject Matter Experts (SMEs)	<insert names> SMEs include resources handling the data warehouse, file transfer, batch and connectivity, OIG, fiscal and accounting, and collections and reconciliation	• Work with the EBT team's analysts. Know the detail of internal WIC EBT program policies and procedures. • Execute test scripts and complete integrated testing (system integration and user acceptance testing). • Participate in project status meetings, as necessary. • Attend training, as required by approved project work plans.
Other - TBD	<insert name>	• TBD

6. Audiences

All communication development must begin with the target audience in mind. The identified project stakeholders can be combined in audience groups. The project owner may create an email distribution list for easy access when sending email communications.

Table 3 Audience Matrix

Audience Name	Stakeholders Included	Communications Methods	Level of Understanding
Leadership Team	Program managers, program sponsors, project managers	Email, meetings, reports, and project deliverables	High-level strategy
Project Sponsors	Project managers	Email, meetings, and reports	Operational
SME	SMEs and industry stakeholders	Email, meetings, and collaboration sites	Technical and niche
Technical Team	Development team members, project managers, and other technical resources	Email, meetings, and collaboration sites	Technical
Project Team	Program sponsor, project manager, etc.	Email, meetings, and collaboration sites	Varies
Training Audience	Stakeholders who need training on the conversion updates	Email and meetings	Varies

7. Contact Information

The EBT team maintains a contact list of names, phone numbers, and other useful information about team members. The EBT team publishes the list in the location agreed upon by the SA and EBT team.

Communication Strategy

From a strategic perspective, knowing how to communicate with stakeholders informs the messaging content. As the program sponsor, the SA ensures all communications meet project goals. To optimize communication efforts, apply the following guidance:

- Align messaging with project milestones to time communications appropriately.
- Manage and craft communications using a variety of tools (Table 4).
- Target each message to its audience.
- Deliver the message through the appropriate channel.

Table 4 Communications Tools

Communication Tool Purpose	Examples
Productivity	Microsoft Office (Word, Excel, and PowerPoint)
Email	Microsoft Outlook and other email services
Meeting and Collaboration	Microsoft Teams, Zoom, and Mural
Feedback Collection	Adobe Acrobat, Smartsheet, Excel, and email
Documentation	Communications checklists, creative briefs, and deliverable expectations documents

Communication Channels and Frequency

All official project communication must flow promptly through standardized delivery channels, such as email, meetings (in person and virtual), project websites, reports, and project documentation. SAs can incorporate other ad hoc means of message delivery (such as SMS text, phone calls, and video) into the communications plan depending on project needs. The EBT team program manager and the SA project manager ensure the effectiveness of all project communications are effective for stakeholders and that communication processes meet project objectives. Refer to *FNS Handbook 901*, Section 7.4.2, for specific guidance on communication media and frequency.

1. Delivery Channels

Project communication distributed using standard document formats and delivery channels. Requests for special artifacts are assessed. The communication format and any associated artifacts differ based on the scope and audience. The EBT team's project management process includes status reports and regularly scheduled status meetings. The primary methods of communication between the EBT team and the SA team include the following message delivery channels (in order of most use): email, meeting, report, collaboration site, project deliverable, and other ad-hoc methods of communication when required and in the scope of the project.

a. Emails

Follow Table 5's email guidelines to ensure free-flowing information and reduce the chance of miscommunication or missed communication.

Table 5 Email Guidelines

Topic	Who to Include
Internal communications	• EBT team program manager • EBT project managers • Relevant technical and operational EBT team members
SA communications	• EBT team program manager • EBT project managers • Relevant technical and operational EBT team members
Technical and implementation communications	• SA project manager
Testing and quality assurance communications	• EBT team system test managers • SA change manager • SA project manager
Training plan communications	• EBT team documentation managers • EBT team training managers • SA change manager • SA project manager
Project escalations requiring attention at the SA program level	• SA project manager
Program level issues and concerns	• SA project manager (at least cc :)
All other client communications	• EBT team program manager (at least cc:)
Ad-hoc topics when necessary	• SA contract manager

b. Meetings

From the project kick-off through the successful transition and ongoing operations, the EBT team program manager, along with the appropriate key staff, leads and facilitates meetings, as required by the SA, to accomplish functions and tasks. For the duration of the contract, including contract extensions, the EBT team program manager attends regular status meetings with the SA. The EBT team program manager and project team members meet with SA staff regularly to assess the status of the project, review the project work plans, and follow up on critical issues.

Progress requires meeting management, so keep meetings brief and on track. Any overly consuming topics should be taken offline and handled through a smaller meeting with the appropriate stakeholders enabling other attendees who have no interest in the topic to move on. Schedule meetings in the project plan.

c. Meeting Agenda

Each meeting should be preceded by an agenda distributed to invited stakeholders. All meetings should use a standard template for meeting agendas. (Refer to the appendix for a sample agenda template.)

d. Meeting Minutes

Each meeting should be followed by documented minutes distributed to invited stakeholders and all attendees. All meetings should use a standard template for meeting minutes. Minutes should be adapted to the specific needs of that meeting. EBT Team staff takes meeting minutes and publish them to stakeholders prior to the next meeting. Minutes are distributed to project team members and stakeholders as appropriate. (Refer to the appendix for a sample meeting minutes template.)

e. Project Kick-off Meeting

The EBT team and SA team discuss the frequency and scheduling of meetings and conference calls, establishing project deliverable guidelines, the review process, turnaround times and deadlines, file-naming conventions, review documents, and other initiation activities.

f. Project Status Meeting – Monthly

The EBT team and SA team review the monthly project status report, including issues, risks, milestones, and accomplishments throughout the implementation phases (i.e., planning and design, execution, and development, and testing and transition-in).

g. Project Status Meeting – Weekly

The EBT team and SA team and other invited stakeholders discuss the day-to-day issues, risks, milestones, and accomplishments throughout the implementation phases (i.e., planning and design, execution, and development, testing and transition-in).

h. Ad-Hoc Meetings

Throughout the project, additional meetings occur for collaboration, brainstorming, workshopping, and solving problems. While less formal and, at times, scheduled on the fly, professionalism and discretion are expected from all participating parties.

2. Reports

The SA receives timely and accurate status updates of all implementation activities to inform achievement of performance standards. Project status reports for the SA project manager disclose the overall status of the project as well as specific activities, tasks, and system performance data. (Refer to the appendix for a sample report template.)

a. Reports – Monthly

Monthly status reports depict the overall true standing and health of the project accurately. The EBT team project manager writes the monthly status reports to communicate measurable statements relating to the following:

- Significant issues influencing the project and actions to resolve them.

- Milestones and the reasons for late milestones.

b. Reports – Weekly

The EBT team project manager creates informal weekly status reports throughout the implementation phases (i.e., planning and design, execution, and development, testing and transition-in) to report on issues, risks, and accomplishments achieved week-to-week.

3. Collaboration Sites

The project establishes and maintains collaboration sites. Shared file sites include SharePoint, PartnerWeb, and other identified sites. Table 6 includes the site URL, methods of collaboration, and other expectations.

Table 6 Collaboration Sites

Site	Owner	Purpose
https://EBTteam.sharepoint.us/sites/ProjectWork	EBT team	Team collaboration and workflows
https://partnerweb.usda.gov/SitePages/Home.aspx	USDA	Industry information repository
https://app.smartsheet.com/sheets	EBT team	Stakeholder feedback, team collaboration, and project dashboard

4. Project Deliverables

Project deliverables are created during the project to support conversion and implementation and inform project team stakeholders. These deliverables include a deliverable expectation document (DED), creative briefs, and checklists. All project deliverables should use a standard template. Project documentation is defined in the scope of work and project work plan. Project managers should curate previous project documentation to reference when establishing the review and approval process, deadlines, and expectations specific to this project.

a. Deliverable Review Process

Owners and recipients vary for each deliverable or communique. The process outlined in Table 7 can serve as a guideline for a typical document review (for example, a checklist created for the implementation phase). Project managers assign these steps to the appropriate stakeholders who should be involved in the review process.

Table 7 Review Process Guidelines

Step	Process *Tool*	Timing	Acceptance Criteria	Next Steps / Considerations
0	The owner performs deliverable discovery. *Microsoft Word*	Varies; some deliverables require extensive research to set requirements.	Recipient signs off on the deliverable discovery (DED)	• Create the DED to reflect a mutual understanding of the outcome. • Understand roles, timelines, vision, and mutual expectations to foster efficient development.

Step	Process *Tool*	Timing	Acceptance Criteria	Next Steps / Considerations
1	The owner creates a first draft of the deliverable. *Microsoft Word*	Varies depending on the time spent on discovery and writing.	Acceptance is based on any contractual requirements for the deliverable at this step	• Select and write to the appropriate audience. • Pick and notify the appropriate SMEs. • Include the preferred language, tone, and style. • Proofread and fact check thoroughly. • Name the file according to naming conventions set in the kick-off meeting.
2[1]	The owner submits the draft to SMEs for feedback. *Email*	1 day	N/A	• Provide explicit instruction if necessary. • Include a deadline to return to the owner. • Supply a Word document for SMEs to apply tracked changes (redlines) or a PDF where SMEs offer input via comments or add input to a Smartsheet or spreadsheet.
3	SMEs review and make collaborative changes. *Microsoft Word or PDF*	Project managers should establish turnaround times during the kick-off meeting.	Acceptance depends on the owner and SME understanding. Ensure any questions for the SMEs are answered.	• Ensure accuracy and explain jargon, among other editing goals. • Ensure the deliverable makes sense. • Apply the appropriate levels of edit. • Apply changes as required by defined format (Word or PDF).
4	SMEs return the draft to the owner. *Email*	1 day	N/A	• TBD
5	The owner reviews SME input and makes modifications if necessary. *Microsoft Word*	Project managers should establish turnaround times during the kick-off meeting.	Acceptance depends on the owner's understanding of the topic and contractual obligations	• Ensure the best draft is prepared for the recipient.
6[2]	The owner submits the draft to the recipient. *Email*	1 day	N/A	• Select the correct level of recipient, the final approver or another review level. • Supply a Word document for SMEs to apply tracked changes (redlines) or a PDF where SMEs offer input via

[1] Steps 2-5 are shaded purple to reflect a repeatable cycle, depending on the number of revision rounds required.

[2] Steps 6-9 are shaded green to reflect a repeatable cycle, depending on the number of revision rounds required.

Step	Process *Tool*	Timing	Acceptance Criteria	Next Steps / Considerations
				comments or input to a Smartsheet or spreadsheet.
7	The recipient reviews the draft and makes changes. *Microsoft Word or PDF*	Project managers should establish turnaround times during the kick-off meeting.	Acceptance depends on the recipient's understanding of the topic and contractual obligations	• Apply changes, as required by the defined format (Word or PDF).
8	The recipient returns the draft to the owner. *Email*	1 day	N/A	• Decide the number of revision rounds during the project kick-off meeting (project manager).
9	The owner reviews the recipient input and makes modifications if necessary. *Microsoft Word*	Project managers should establish turnaround times during the kick-off meeting.	Acceptance depends on the owner's understanding of the Recipient's input	• Ensure the best draft is prepared for the recipient review meeting.
10	The owner schedules a meeting with the recipient to discuss changes. *Email or Zoom*	Allow for enough time to make changes before the final deadline.	N/A	• Provide instructions and include attachments.
11	The owner and the recipient meet to walk through the draft and make changes in real time. *Meeting*	1 day	Varies based on the project needs and recipient preferences	• Have all resources available for discussion.
12	The owner makes final updates to the deliverable. *Microsoft Word*	Project managers should establish turnaround times during the kick-off meeting.	Acceptance depends on the owner's understanding of the recipient's input	• Address all recipient concerns from that walk-through meeting.
13	The owner submits final deliverable. *Email*	1 day	N/A	• Record any final notes for this deliverable.
14	The recipient provides final approval. *Email*	Based on project schedule, contract, project needs and real-time constraints. Project managers should establish turnaround times during the kick-off meeting	Project managers should decide the acceptance criteria during the project kick-off meeting.	• Remember that real-time constraints can delay approvals. • Supply the owner with written approval via email (recipient).
15	The owner or recipient publishes the deliverable in	Based on project schedule, contract, project needs and	Acceptance is based on contractual	• Be sure the stakeholder distribution list is up to date.

Step	Process *Tool*	Timing	Acceptance Criteria	Next Steps / Considerations
	mutually approved delivery channel to distribute to stakeholders. *Email or TBD*	real-time constraints.	requirements for the deliverable at this step.	

b. Communications Risks and Constraints

- Project delays
- Resources out of office
- Review process delayed
- Fast-paced information changes

5. Other Communication Methods

This project can require additional communication delivery channels, such as chat, text, and phone calls to support ad-hoc communication. Decision-makers may prefer these methods. While this communications plan does not include specific guidelines for these channels, all participating parties should maintain professionalism and discretion.

Communication Frequency

Communications should align with project goals and milestones. This communications plan uses a matrix (Table 8) to visually display the requirements for communications deliverable types and frequency to align with project goals and milestones.

1. Communication Matrix

The communication matrix sets expectations and assists with effective communication throughout the delivery of the project. The matrix is reviewed and adjusted as agreed on with the SA during project initiation.

Table 8 Communication Matrix Sample

Type	Focus	Audience	Owner	Purpose / Description	Delivery Channel	Frequency
Meeting	Project kick-off	• Leadership team • Project sponsors • Project team	Project manager	Introduce teams, resources, goals, deliverables, and project expectations.	• Zoom • Agenda • Minutes • Email	Within 30 days of the contract execution date
Meeting	Sponsor status	• Leadership team • Project sponsors	Program manager	At a sponsor level, discuss issues, change requests, risks, and overall project status.	Zoom Agenda Minutes Email	As needed
Meeting	Stage exit or milestone	• Reference the role and	Project manager	Discuss successful completion of the project stage; receive approval to proceed to	Zoom Agenda Minutes	At the end of each stage

Type	Focus	Audience	Owner	Purpose / Description	Delivery Channel	Frequency
		responsibility sist • Program manager • Project sponsors • Project management office (PMO) • Representative • Sponsor		the next stage; include go or no-go decisions, failures, and final reports, as appropriate.	Email	
Meeting	Project team status	• Project team members	Project manager	Discuss issues, change requests, risks, and overall project status.	Zoom Agenda Minutes Email	Weekly
Meeting	Technical team status	• Technical team • Other resources (as needed)	Technical lead	Discuss technical issues and activities for the project.	Zoom Agenda Minutes Email	As needed
Report	Project mgmt. status report	• Project sponsors • Project managers • Stakeholders	Project manager	Report ongoing project status, list open issues, risks, milestones, and accomplishments.	PPM Tool Status Report accessed online	Monthly
Report	Project mgmt. status report	• Project sponsors • Project managers • Stakeholders	Project manager	Weekly written conversion status reports during the implementation phases (i.e., planning, design, execution, development, testing and transition-in).	PPM Tool Status Report accessed online or distributed by the PM via email	Weekly
Deliverable	Checklist	• Project team members	Project manager	Outlines the implementation steps for the cutover day.	Adobe PDF	As per contract requirements
Email	Training	• Training audience	Project manager	Announce upcoming training.	Email	>3 weeks before the training session
Email	Training	• Training audience	Project manager	Send meeting invite.	Email	>2 weeks before the training session
Email	Training	• Training audience	Project manager	Send reminder email about the training	Email	5-7 days before the

Type	Focus	Audience	Owner	Purpose / Description	Delivery Channel	Frequency
				session and any needed attachments.		training session
Meeting	Training	• Training audience	Project manager	Provide training on using the new vendor's portals and system.	Zoom	As needed
Email	Training	• Training audience	Project manager	Follow-up email with training survey link.	Email Survey method	As needed

Glossary

Communication plans benefit from a glossary of terms to consistently convey all messages. Table 9 offers a sample template to create a custom glossary for the project.

Table 9 Sample Glossary

Term/Abbreviation	Definition
DED	Deliverable Expectation Document
EBT	Electronic Benefits Transfer
Mgmt	Management
PM	Project Manager
SA	State Agency
SME	Subject Matter Expert
WIC	Women, Infants and Children

Sample Agenda Template

Meeting Agenda

Meeting: Project Status Meeting
Date: April 11, 2022
Time: 1:00-3:00 p.m. EST
Location: Zoom

Replace text with project-related information when using this template.

Attendees

This meeting's invited attendees include representatives from EBT team, SA team and external consultants.

Action Item Status

Date Initiated	Forum	Date Due	Owner	Action Item	Status
4/5/22	Project Kick-off Meeting	4/19/22	SA PM	Set up contact list	Complete
4/5/22	Project Kick-off Meeting	4/19/22	SA PM	Download database files	Complete
4/5/22	Project Kick-off Meeting	4/19/22	EBT PM	Set up regular status meetings	Complete

Project Updates

- Topic 1[3]
- Topic 2

Discussion Items

Topic 1

- *Objective*: {input details}
- *Background:* {input details using sub-bullets and numbering, if needed.}

Topic 2

- *Objective*: {input details}
- *Background:* {input details using sub-bullets and numbering, if needed.}

[3] Input a short narrative when needed for any topic.

Sample Meeting Minutes Template

Meeting Minutes

Meeting: Project Status Meeting
Date: April 11, 2022
Time: 1:00-3:00 p.m. EST
Location: Zoom

Replace orange text with project-related information when using this template. Then, change font color to black.

Attendees

- <insert name>
- <insert name>
- <insert name>
- <insert name>
- <insert name>
- <insert name>
- <insert name>

Project Updates

Topic 1

{Input a short narrative; use bullet points and subtopics to convey the message, if needed.}

Topic 2

{Input a short narrative; use bullet points and subtopics to convey the message, if needed.}

Discussion Items

Topic 1

Discussion: {input details here using sub-bullets and numbering, if needed}
Outcome: {input details here}

Topic 2

Discussion: {input details here using sub-bullets and numbering, if needed}
Outcome: {input details here}

Action Items

Date Initiated	Forum	Date Due	Owner	Action Item	Status
4/11/22	Project Status Meeting	4/22/22	SA PM	Draft email to stakeholders	In progress
4/11/22	Project Status Meeting	4/22/22	EBT PM	Develop outline	In progress

The next meeting is scheduled for April 19, 2022.

Sample Report Template

Monthly Status Report

Project: State EBT Conversion Project
Report Date: May 9, 2022
Reporting Period: April 2022
Contract: <insert contract number>

Replace orange text with project-related information when using this template. Then, change font color to black.

To: <insert name>
<insert name>
<insert name>
From: <insert name>
<insert name>
<insert name>

Project Description	Health Indicators[4]	
Implement the state EBT conversion project by migrating data from existing system to new system.	Overall	[illegible]
	Schedule	Risk identified
	Risk and Issues	Needs attention
	Quality	Risk identified

1.0 PROJECT STATUS SUMMARY

1.1 Deliverable Submissions

{Input a short narrative; use bullet points and subtopics to convey information, if needed.}

1.2 Activities

{Input a short narrative; use bullet points and subtopics to convey information, if needed.}

1.3 Project Decisions

{Input a short narrative; use bullet points and subtopics to convey information, if needed.}

1.4 Recent Accomplishments

{Input a short narrative; use bullet points and subtopics to convey information, if needed.}

2.0 KEY MILESTONE SUMMARY

Name	Planned Finish	Current Target	Status
Project Status Meeting	4/11/22	4/11/22	

3.0 KEY RISKS

Title-Description	Probability	Impact	Identified	Owner	Updates

4.0 KEY ISSUES

Title-Description	Owner	Due Date	Updates

5.0 VARIANCE TRACKING

Task	Planned	Actual	Impact

6.0 CHANGE CONTROL

CR ID	CR Title-Description	Requestor	Approved	Impact

7.0 NEXT STEPS AND ACTION ITEMS

1. {input details using sub-bullets and numbering, if needed.}
2. {input details using sub-bullets and numbering, if needed.}

7.1 Action Items

Date Initiated	Forum	Date Due	Owner	Action Item	Status
4/12/22	Tech Team Meeting	5/20/22	SA PM	Send email to stakeholders	In progress

Exhibit H

Performance Standards / Benchmark Threshold Measurement / Liquidated Damages

EBT SNAP/Cash and WIC Services

Host and Transaction Processing, Communications Facilities, and Hot Backup				
#	**Performance Standard**	**Benchmark / Threshold Measurement and Frequency**	**Liquidated Damages/Calculations**	
1	**% of Availability (Uptime):** **1(a) EBT System Availability (Uptime):** 24 hours a day, seven days a week, 365 days a year, except for scheduled Downtime, measured per month, including for EBT Processor and Transaction Switch. For only events under FIS' control.	• 99.9% • Monthly	**Transaction Processing Platform Uptime Availability Achieved** More than 99.7% of but less than voucher, 99.9% More than 99.5% but less than voucher 99.7% More than 99.3% but less voucher than 99.5% More than 99% but less voucher than 98%	**Damages Due per Month** $1,000.00 or 1% monthly, whichever is less $2,000.00 or 2% of monthly, whichever is less $3,000.00 or 3% of monthly, whichever is less $5,000 or 5% of monthly, whichever is less

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	1(b): Scheduled Downtime shall not exceed four (4) hours per month unless other timeframes are agreed upon with the State. The EBT Contractor shall notify the State for any scheduled Downtime that is expected to exceed four (4) hours and receive approval for the extended time prior to proceeding with the scheduled Downtime.		
	1(b) Client Web Portal Availability (Uptime): 24 hours a day, seven days a week, 365 days a year, except for scheduled Downtime.	• 99.9% • Monthly	• $1,500 for failure to meet the standard and an additional • $1,500 for each whole % point below standard (e.g., a fine of $1,500 would be imposed for an uptime of 99.8% and a fine of $3,000 would be imposed for an uptime of 98.8%). Effective day one after Conversion.
	1(c) Client Mobile Application Availability (Uptime): 24 hours a day, seven days a week, 365 days a year, except for scheduled Downtime.	• 99.9% • Monthly	• $1,500 for failure to meet the standard and an additional • $1,500 for each whole % point below standard (e.g., a fine of $1,500 would be imposed for an uptime of 99.8% and a fine of $3,000 would be imposed for an uptime of 98.8%). Effective day one after Conversion.
	State Not Electing: 1(d) SOAP Communication Availability – Not Applicable	The State reserves the right to add Performance Standards/Benchmark Threshold Measurement/Liquidated Damages for 1(d) SOAP Communication Availability should service be added to Exhibit B, Scope of Services, through the Change Order process and a Contract Amendment upon agreement by the parties, and approval by the NH Governor and Council.	
#	**1(e) EBT Administrative System Availability (Uptime):** 24 hours a day, seven days a week, 365 days a year, except for scheduled ıtime.	• 99.9 % • Monthly	• $1,000 for failure to meet the standard and an additional • $1,000 for each whole % point below standard (e.g., a fine of $1,000 would be imposed for an uptime of 99.8% and a fine of $3,000 would be imposed for an uptime of 98.8%).

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2	**1(f) Data Warehouse Availability (Uptime):** 24 hours a day, seven days a week, 365 days a year, except for scheduled Downtime.	• 99 % • Monthly	$1,000 per month that the data warehouse is unavailable less than 99% of the time.
	1(g) Data Warehouse Availability - Data is current	• 99 % • Monthly	$1,000.00 per month that data is not fully updated within 36 hours or data for earlier time period is not available.
	1(h) Data Warehouse Availability - Data is accurate	• 99 % • Monthly	$1,000.00 per month that data is inaccurate - i.e. data does not match data in the EBT System.
	2(a) EBT POS Transactions via Leased Lines:	• 95% executed within 15 seconds	$1,500 for each whole % point below standard.
	% of System Transactions Executed Within Response Time Threshold	• 100% executed within 20 seconds • Monthly	$1,500 for each whole % point below standard.
	2(b) EBT POS Transactions via Dial Up Systems:	• 95% executed within 15 seconds • 100% executed within 20 seconds • Monthly	• $1,500 for failure to meet the standard and an additional • $1,500 for each whole % point below standard.
	2(c) EBT Administrative Functionality Transactions: These transactions include, but are not limited to posting of a benefit, account set up records, account repayment, real time access, maintaining transaction history and card issuance.	• 99% processed within two seconds • Monthly	• $ 2,500 for failure to meet the standard and an additional • $2,500 for each whole % point below standard.

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Exhibit H
Performance Standards / Benchmark Threshold Measurement / Liquidated Damages

	2(d) EBT Cardholder Web or IVR Transactions: Includes any transaction initiated via the Cardholder web portal or IVR except transaction history inquiries.	• 99% executed, within three seconds • Monthly	• $1,000 for failure to meet the standard and an additional • $1,000 for each whole % point below standard.
	State Not Electing: 2(e) SOAP Record Communication	The State reserves the right to add Performance Standards/Benchmark Threshold Measurement/Liquidated Damages for 2(e) SOAP Record Communication should the service be added to Exhibit B, Scope of Services, through the Change Order process and a Contract Amendment upon agreement by the parties, and approval by the NH Governor and Council.	
	State Not Electing: 2(f) Incoming SOAP Communication	The State reserves the right to add Performance Standards/Benchmark Threshold Measurement/Liquidated Damages for 2(e) SOAP Record Communication should the service be added to Exhibit B, Scope of Services, through the Change Order process and a Contract Amendment upon agreement by the parties, and approval by the NH Governor and Council.	
	2(g) Data File Processing: All data file records, including but not limited to Benefit Files and CBIC Batch Update Files received via FTP, SFTP or any other means.	• 99% of files begin processing within one hour of receipt • Monthly	• $2,500 for failure to meet the standard and an additional • $2,500 for each whole % point below standard.
	2.g.1 Data File Processing for WIC: The EBT System shall process all message-based system interface messages from the MIS within ½ second from receipt of the message from the MIS.	• 100% of files begin processing in real time within ½ second of receipt. • Monthly	• $200 for failure to meet the standard and an additional • $200 for each whole % point below standard.
	2(h) Data File Processing – Benefit Availability Benefits are posted	• 100% • Daily	$1,000 per incident not available.

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Exhibit H

Performance Standards / Benchmark Threshold Measurement / Liquidated Damages

	cardholder accounts by scheduled benefit available date and time provided correct data files are sent in accordance with Batch File Transmission Schedule or as agreed to by the Parties.			
3	***Transactions Accuracy*** **3(a) Inaccurate EBT Financial Transactions** *Inaccurate is defined as any transactions made directly by the Contractor and any of its sub-contractors acquiring Networks (i.e., transactions incorrectly or erroneously denied; funds drawn from an incorrect account; overdraws of benefit accounts; incorrect debits and credits including Adjustments and Reversals; adjustments resulting in a system error; failure to apply requested benefit cancelations; and/or incorrect postings of benefits to Cardholder EBT Accounts.*	• No more than 2 Inaccurate transactions for every 10,000 EBT transactions processed.	$30.00 per record with a daily cap of $2,500.	
	3(b) Inaccurate EBT Transactions processed via the IVR or Client Web Portal.	• 99%	$30.00 per record with a daily cap of $2,500.	
	3(c): Transaction Accuracy: The EBT system shall initiate a response to a transaction request within two (2) seconds from the time such request is received by the EBT system.		• 99% • Monthly • This does not include data transmission time between the EBT system and a TPP. Scheduled Downtime shall be excluded.	$30.00 per record with a daily cap of $2,500.

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	3(d) Transaction Accuracy APL File: The EBT Contractor shall verify that the latest APL file is received from the MIS system daily. In the event the APL file has not been pulled from the MIS system on a given day, the Contractor shall notify the New Hampshire WIC Program immediately.	• 99% • Monthly	$500 per file per Business Day for each file that fails to meet this Performance Standard, up to $1,500 per Month.
4	**Data Files and Reports Accuracy and Transmission** **4(a) Data File Transmission:** Data files are sent according to the daily/monthly schedule as defined in this Agreement.	• 99.9% of data files are sent within one hour.	$500 per file per Business Day for each file that fails to meet this Performance Standard, up to fifteen hundred dollars $1,500 per Business Day.
	4(b) Data File Transmission Accuracy: Data files are accurately formatted, and data is accurate.	• 99.9% of data files are accurate.	$500 per file per Business Day for each file that fails to meet this Performance Standard, up to fifteen hundred dollars $1,500 per Business Day.
	4(c) Report Transmission: Critical Reports are sent according to the daily/monthly schedule as defined in NCS EBT RFP; Appendix Q, EBT Reporting Requirements; and this Agreement.	• 99.9% of reports are sent within one hour of the defined deliverable.	$200 for each report per Business Day for each Report that fails to meet this Performance Standard, up to one thousand dollars ($1,000) per Business Day with a $5,000 per month cap.
	4(d) Report Accuracy: Reports are accurately formatted, and data is accurate.	• 99.9% of reports are accurate.	$200 for each report per Business Day for each Report that fails to meet this Performance Standard, up to one thousand dollars ($1,000) per Business Day from the time of discovery and reported to Contractor with a 1 (one) business day cure period

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Performance Standards / Benchmark Threshold Measurement / Liquidated Damages

	4(e) File Accuracy: Timely FNS file transmissions of ALERT, AMA, and STARS in accordance with Appendix Q of the Agreement.	• 100% of data files are accurate. • Daily/Monthly	• $1,000 per instance for files that are delayed more than two days. • An additional $1,000 for each additional day after the first two days the files are delayed. $1,000 each time the "ALERT" file is entirely rejected by FNS. This also applies when the "ALERT" file is entirely rejected multiple times in a month/day exceeding the permitted number of file rejections.
5	**Cards* and PINS** **5(a) Mailed Card Turn Around Time**: Mailed EBT cards, electronic payment cards, and non-financial cards are produced and mailed within two Business Days. The calendar date of receipt of the data by the Contractor will be considered day zero. Following day zero, the first Business Day will be considered Day 1. Day 2 will be the first business day following day one. Cards will be measured as delayed if produced and/or mailed on Day 3 or greater. *Excludes turn-around time for Summer EBT cards. Summer EBT requirements must be established via a Change order and Contract Amendment requiring approval by the parties and the NH Governor Council.	• 100% of cards produced and mailed within two Business Days.	• For cards produced and/or mailed on day three, and any subsequent delayed days, the Contractor will not charge the State for those cards and corresponding postage. • For cards produced and/or mailed on or after day three, liquidated damages will be calculated as the total card cost times the number of cards times the number of days delayed. The Contractor is not liable for card production and shipment delays after 45 days of original scheduled shipment date.
			Example: 5,000 cards delayed for three days will be assessed at the rate of the cost of ***one*** card x 5,000 x 3. The cost per card in place within the Contract cycle will be used to determine the damages.

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Performance Standards / Benchmark Threshold Measurement / Liquidated Damages

	State Not Electing: **5(b) OTC Card Turnaround Time (SNAP and Cash Programs only)** Subject to OTC being added by Change Order process, OTC cards are produced within one hour from a client arriving at the CSA designated site.	The State reserves the right to add Performance Standards/Benchmark Threshold Measurement/Liquidated Damages for 5(b) OTC Card Turnaround Time should the service be added to Exhibit B, Scope of Services, through the Change Order process and a Contract Amendment upon agreement by the parties, and approval by the NH Governor and Council.	
	5(c) Card Standards: Cards meet ISO standards as defined in this Agreement.	• 99.9% ISO compliance	$2 multiplied by the number of non-compliant cards.
	5(f) PIN Selection Device Availability: PIN selection devices will be available and working as defined in this Agreement.	• 100% of PIN Selection Uptime • Daily	Once Contractor has been notified of PIN device unavailability/failure, $100 for each PIN machine per subsequent Business Day device remains unavailable or device not delivered to requested location by close of the next Business Day.
	5(g) PIN Selection Transaction Processing: Timing begins upon entry of client PIN for processing.	• 98% executed within 45 seconds or less • Monthly	$1,500 for failure to meet the standard and an additional $1,500 for each whole % point below standard.
	5(i) Cardholder – Card deactivation Card must be immediately deactivated upon request by the Cardholder when calling the IVR or speaking with a Customer Service Representative and/or when the Cardholder reports to the Customer Service Representative that their card is lost or stolen but doesn't specifically request the card be deactivated.	• 100%	$500 per card, or the balance on the stolen card, whichever is greater.
6	**Direct Deposit and Direct Deposit Returns** **6(a) Direct Deposit and Direct Deposit Accuracy:** Direct Deposits and Direct Deposit Returns are accurate and formatted and data is accurate.	• 99.9% of direct deposits and returns are accurate • Monthly	$1,000 for each whole % point below standard.

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	6(b) Direct Deposit and Direct Deposit Timeliness: Direct Deposits and Direct Deposit Returns are processed in the time as specified Section 5.2.1.	• 99.9% of direct deposits and returns are on time • Monthly	$1,000 for each whole % point below standard.
7	**Settlement and Reconciliation** **7(a) SNAP:** EBT Contractor must provide credits to the financial institution holding the accounts for Retailers or Third-Party Processors within two Business Days of the daily cutover period for Retailer Settlements in accordance with Federal regulations and AMA and ASAP standards.	• 100% compliance with regulations and standards • Monthly	• $1,000 per occurrence beyond the measured cutover Settlement. • Additionally, Contractor is liable for the value of benefits incorrectly applied and any bank costs, charges, or damages that government or Retailers may accrue from missed or incorrect Settlement processing.
	7(b) Cash: EBT Contractor must provide credits to the financial institution holding the accounts for Retailers or Third-Party Processors according to applicable Network rules and QUEST Operating Rules.	• 100% compliance with regulations and standards • Monthly	• $1,000 per occurrence beyond the applicable Network or QUEST Settlement rules. • Additionally, Contractor is liable for the value of benefits incorrectly applied that exceed the correct benefit amount that is spent, and any bank costs, charges, or damages that government or Retailers may accrue from missed or incorrect Settlement processing.
	7(c) WIC: The EBT system shall notify the Program of settlement or reconciliation for discrepancies within twelve hours of recognition.	• 100% compliance with regulations, standards, and ACH settlement • Monthly	• $1,000 per occurrence beyond the measured cutover Settlement. • Additionally, Contractor is liable for the value of benefits incorrectly applied that exceed the correct benefit amount that is spent.
8	**Disaster Preparation and Contingency Planning** **8(a) Continuation of Business (COB) Testing:** COB test conducted annually on [illegible]ally agreed upon date.	• COB is conducted on annual	$2,500 per month delayed from scheduled date.

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	8(b) Continuation of Business (COB) Reporting: Complete COB reporting as described in this Agreement.	• Received within 30 business days of completion of COB test.	$1,000 per month if delayed beyond the 30 business days of completion.
	8(c) Continuation of Business (COB) Accuracy: COB is conducted as specified in this Agreement with no unexpected disruptions to normal EBT processing.	• 100% Accuracy (0 incidents)	• $5,000 per incident for critical items. • $2,500 per incident for non-critical items. • Any actual damages in excess of the liquidated damages cited by the CSA as a result of the failure of the COB or unexpected incidents as a result of the COB, including, but not limited to, additional costs incurred by the CSA.
9	**Transition/Conversion Plan** **9(a) Transition/Conversion Timeliness**: Contractor must assume EBT processing according to the schedule determined in this Agreement and as noted during contract negotiations with the State. The ensuing EBT Contractor must prepare a Transition and Conversion Plan that complies with the FNS EBT System Transition Guide, Version 2.0, June 6, 2005, or the most recent version issued by FNS. Upon termination of the contract, the Contractor must cooperate with the future EBT Contractor to ensure a timely and accurate Conversion of the On-Line Transaction history.	• 100% of deadlines • daily/weekly during Conversion in accordance with the plan.	$500 per day for each individual deliverable described in the plan, solely at the fault of Contractor.
	9(b) Transition/ Conversion Plan Accuracy: Contractor must accurately Transition and convert EBT data and processes as defined in the Agreement.	• 100% (0 incidents) daily/ weekly during Transition/ Conversion	• $2,500 per incident. • Additionally, Contractor will be liable for all actual damages in excess of the liquidated damages cited above incurred by the CSA as a result of the incident. • Within Contractor's control.

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Performance Standards / Benchmark Threshold Measurement / Liquidated Damages

10	**Retailer Management, Customer Service and Training** **10(a) Answer Timeliness**: Cardholder and Retailer calls answered by live operator or automated system as defined in this Agreement.	• 98.5% within 20 seconds • Monthly	10% of monthly invoice for failure to meet the standard
	10(b) IVR Calls Answered: Cardholder and Retailer calls answered by IVR after menu selection	• 100% within five seconds • Monthly	For each whole % point below the standard, 1% of the total EBT monthly billing.
	10(c) Call Selection Wait Period: Cardholder or Retailer calls answered by live operator.	• 99.8% answered by live operator within two minutes of transfer to live operator. Excluding calls in 10(d). • 3% answered by live operator within 30 seconds of transfer to live operator. Excluding calls in 10(d). • Monthly	• $500 or 1% of monthly invoice for service processing, whichever is greater, for failure to meet the standard and an additional • $500 or 1% of monthly invoice, whichever is greater, for each whole % point below the standard. Excluding calls in 10(d).
	10(d) Abandon Call Rate: Cardholder and Retailer calls abandon call rate	• Less than 5% • Monthly	• $500 or 1% of monthly invoice, whichever is greater, for failure to meet the standard and an additional • $500 or 1% of monthly invoice, whichever is greater, for each whole % point below the standard.
	10(e) Blocked/ Busy Signals: Cardholder or Retailer calls.	• 0% for first 400 concurrent callers • Less than 2% after the first 400 concurrent callers Monthly	• First 400: $500 or 1% of monthly invoice, whichever is greater, for failure to meet the standard and an additional • $500 or 1% of monthly invoice, whichever is greater, for each whole % point below the standard. • More than 400: $500 or 1% of monthly invoice, whichever is greater, for failure to meet the standard and an additional

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			• $500 or 1% of monthly invoice, whichever is greater, for each whole % point below the standard.
	10(f) Cardholder Service Line Availability: Customer Service tollfree line is available 24 hours per day, seven days per week.	• 100% • Monthly	$1,000 for each whole % point below standard.
11	**Critical Incident, Issues, or Problem Management; Change and Release Management** **11(a) Incident, Issues and Problem Management: Problem Response Time**: The Contractor must provide oral and written electronic notification to the State of any critical incidents, issues, or problems including, but not limited to, system outages, viruses, data breach, backdoors, bombs, or other emergency situations impacting client's access to benefits, as specified in Section 7.4 of this Agreement and Section 11.7.2 of the NCS EBT RFP. Critical incident is a material incident which impacts accurate and timely benefit availability.	• As soon as reasonably possible after Contractor management is aware of, or should have reasonably been aware of, the confirmed incident, issue or problem, not to exceed fifteen (15) minutes. • Within 4 hours of the incident, the Contractor must provide an update to the State.	$,500 if initial notification is not provided to the State within 16-30 minutes. $1,000 if initial notification is not provided to the State within 31-45 minutes. $2,500 if initial notification is not provided to the State within 46-60 minutes. $1,000 if initial notification is not provided to the State within 61-120 minutes. An additional $1,000 for each subsequent hour that notification is not provided to the State. After the fourth hour, an additional $1,000 per hour that notification is not provided to the State.
	11(b) Critical Incident, Issues and Problem Management: Reporting: The Contractor must meet all reporting requirements as specified in Section 7.4.3 of this Agreement and Section 11.7.2 of the NCS EBT RFP. Applies to critical incidents, as defined in 11(a).	• Within one Business Day, the Contractor must provide a written impact statement to the State. Following this initial report, daily updates to the effected state(s) Business Day until the incident is resolved. • A written resolution report within five Business Days of the Contractor	• $1,000 for each Business Day a written impact statement is not received after the agreed upon final Root Cause Analysis (RCA) due date, capped at $3,000 for a month. • $2,000 on the 6th Business Day and an additional $1,000 for each subsequent Business Day the written resolution report is not received.

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		becoming aware of the incident, issue or problem	
	11(c) Contractor adds a State approved, pre-recorded message to the Cardholder and Retailer IVR/ARU as specified in Section 9.3.2 of the NCS EBT RFP and Exhibit C, Table 12.6 of the Agreement.	• Within 30 minutes of identification of an outage. • Per incident.	• $500.00 for each IVR/ARU message added after 30 minutes and up to 30 minutes of identification of an outage. • An additional $500.00 for each subsequent 30 minutes that message is not added. • Message cannot exceed 25 seconds in length.
	11(d) Incident Management: Repeat Incidents: Incidents that can be classified as a repeat incident.	• 2% • Repeat occurrence within 90 days of prior incident,	10% of monthly invoice
	11(e) Incident Management: Incidents Resolved within target/deadline: Incidents closed within allowed time frame.	• 100%	$500 per incident not resolved times month(s) delayed.
	11(f) Problem Management: Repeat Problems: Problems that can be classified as a repeat problem.	• 0% • Rolling 90 day	Number of repeat problems times $500, capped at $2,500.
	11(g) Problem Management: Problems Resolved within target/deadline: Problems closed within a mutually agreeable time.	• 100%	$500 per problem not resolved times month(s) delayed.
	11(h) Change Management: Time (Days) Request for Change Response: Change Request Form and the results are not returned as defined in this Agreement and without written approval for an extension from the State.	• 14 calendar days or other mutually agreed upon time frame.	$100 per day delayed.
	11(i) Change Management: Changes Implemented within target/deadline: Changes implemented within mutually agreed upon time frame based on criticality of required change.	• 100%	$500 per change not implemented times number of month(s) delayed.

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	11(j) Change Management: Unauthorized Implemented Changes: Implemented changes that were not authorized by the State relative the total implemented changes, which shall not include routine patches and emergency changes, When as a result of an emergency, the Contractor unsuccessfully attempted to get State approval, but immediate system change(s) is/are needed in order to avoid critical deficiencies with the system operation, the State will consider the attempts made to get the State approval, the nature of the emergency and the reasonableness of the change in deciding whether to waive this liquidated damage. **This applies only for critical incidents, as defined in 11 (a).**	• 0%	$1,000 per change not authorized and only changes that impact State's normal operations.
	11(k) Change Management: Changes that Cause Incidents: Implemented changes that have caused incidents relative the total implemented changes.	• 0%	$1,000 per unique incident.
	11(l) Change Management: Backed Out Changes: # of closed changes which were rolled back.	• 0%	$1,000 per backed out change, and only changes that impact State's daily/normal operations
	11(m) Release Management: Unauthorized implemented Releases: Releases that were not authorized by the State.	• 0%	$1,000 per release not authorized
	11(n) Release Management: Backed Out Releases: Releases which were backed out.	• 0%	$1,000 per backed out release inclusive of "Backed Out Changes," fee accessed for one or the other, whichever is less, and only changes that impact State's daily/normal operations.
	11(o) Release Management: Releases Implemented on Schedule: Releases implemented within allowed time frame.	• 100%	$1,000 per release not implemented times month(s) delayed.
	11(p) Release Management: Releases that Cause Incidents: Releases that have caused incidents relative to the total releases.	• 0%	$500 per unique incident with overall cap of 15% of monthly invoice.
	Cash Access **12(a) Cash Access Availability**: Con[illegible] provides continuous cash	• 100% • Quarterly	1% of monthly EBT billing will be withheld until Contractor meets Cash access standard.

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Exhibit H

Performance Standards / Benchmark Threshold Measurement / Liquidated Damages

	access as defined in this Agreement.		
	13. Adjustment Processing The Contractor must adjust Cardholder Accounts, as applicable by FNS regulation, or QUEST Rules, to correct auditable, out-of- balance Settlement conditions that result from a system error. A system error is defined as an auditable processing failure at any point in the redemption process that results in the improper crediting or debiting of an account or the failure to credit or debit an account. The Adjustment transaction must reference the original transaction that is completely or partially erroneous.	• 100%	$250 per day per adjustment for deadline missed.

14. Holdback Remedies and Corrective Action

14.1 Should the State issue a corrective action plan, the following holdback remedies may be applied to Contractor payments at the State's discretion in the event the corrective action plan is not met:

14.1.1 In the first month in which a corrective action plan is late or a deficiency is not corrected for a substantial reason within the timeframe specified in the corrective action plan, the State may withhold 10% of the total payment owed to the Contractor by the State.

14.1.2 In the second month in which a corrective action plan is late or a deficiency is not corrected for a substantial reason within the timeframe specified in the corrective action plan, the State may withhold 20% of total payments owed to the Contractor by the State.

14.5.3. In the third and additional consecutive months in which a corrective action plan is late or a deficiency is not corrected for a substantial reason within the timeframe specified in the corrective action plan, the State may withhold 30% of total payments owed to the Contractor and may take additional action for other damages allowed by the Contract.

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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 FIDELITY INFORMATION SERVICES, LLC is a Arkansas Limited Liability Company registered to transact business in New Hampshire on July 29, 2011. 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: **655824**

Certificate Number: **0007249048**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of July A.D. 2025.

David M. Scanlan
Secretary of State

Attestation of Offeror's Understanding and Agreement to Comply

By signing below, I hereby affirm that I am duly authorized on behalf of Fidelity Information Services, LLC, (FIS) to execute any and all documents agreements, and other instruments, and any amendments, revisions and modifications thereto required of FIS to provide EBT services to the State of New Hampshire.

Authorized Signature: Prashant Gupta

Signed By (print name and title): Prashant Gupta, SVP Group Executive, Government Services

Vendor Name: Fidelity Information Services, LLC

Date: 11.12.2025

By signing below, I hereby affirm that Prashant Gupta, is the SVP, Group Executive of Government Services, is duly authorized on behalf of Fidelity Information Services, LLC, (FIS) to execute any and all documents agreements, and other instruments, and any amendments, revisions and modifications thereto required of FIS to provide EBT services to the State of New Hampshire up to a value of $5,000,000 pursuant to that certain Delegation of Authority dated March 31, 2025 entered into by Stephanie Ferris, President and CEO of Fidelity National Information, Services, Inc., FIS' parent company.

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.

Authorized Signature: Julie Halperin

Signed By (print name and title): Julie Halperin, VP Associate General Counsel and Corporate Secretary

Vendor Name: Fidelity Information Services, LLC

Date: 11.12.2025

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 08/01/2025

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

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

PRODUCER	CONTACT NAME:	
Aon Risk Insurance Services West, Inc. Denver CO Office 200 Clayton Street, Suite 800 Denver CO 80206 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
Fidelity National Information Serv. Inc. and all subsidiaries 347 Riverside Ave Jacksonville FL 32202 USA	INSURER A:	QBE Insurance Corporation	39217
	INSURER B:	National Fire & Marine Ins Co	20079
	INSURER C:	Continental Casualty Company	20443
	INSURER D:	American Casualty Co. of Reading PA	20427
	INSURER E:	Transportation Insurance Co.	20494
	INSURER F:	The Continental Insurance Company	35289

COVERAGES **CERTIFICATE NUMBER:** 570114734937 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC [X] OTHER:	Y	Y	7036257993	04/01/2025	04/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $2,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	BUA 7036257962	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
F	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $10,000	Y	Y	7018146359	04/01/2025	04/01/2026	EACH OCCURRENCE AGGREGATE	$25,000,000 $25,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC7036257976 AOS except CA	04/01/2025	04/01/2026	X PER STATUTE [ ] OTH-ER	
E			Y	WC7036292615 AZ,MA,OR,WI	04/01/2025	04/01/2026	E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
A	Cyber Liability			QPL2415139 Claims Made SIR applies per policy terms & conditions	02/01/2025	02/01/2026	Cyber/E&O/Aggregate	$10,000,000

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

See Addendum for Excess Cyber and Excess E&O policies.
Fidelity Information Services, LLC is a wholly owned subsidiary of Fidelity National Information Services, Inc. and therefore covered on all polices evidenced herein. NH Department of Health and Human Services is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies. A Waiver of Subrogation is granted in favor of NH Department of Health and Human Services in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation policies. Umbrella Liability follows form of the General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation policies.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West Inc.

Holder Identifier :

Certificate No : 570114734937

AGENCY CUSTOMER ID: 570000098648

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Insurance Services West, Inc.	Fidelity National Information Serv. Inc.
POLICY NUMBER: See Certificate Number: 570114734937	
CARRIER: See Certificate Number: 570114734937 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER G: Great American Spirit Ins Co	33723
INSURER H: Everest National Insurance Co	10120
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
G				EXC5867053 12.5pox25x25	04/01/2025	04/01/2026	Aggregate	$12,500,000
H				XC4EX00550251 12.5pox25x25	04/01/2025	04/01/2026	Aggregate	$12,500,000
							Each Occurrence	$12,500,000
	WORKERS COMPENSATION							
D		N/A	Y	WC7036292601 CA	04/01/2025	04/01/2026		
C		N/A		WCE7036298219 OH SIR applies per policy terms & conditions	04/01/2025	04/01/2026		
	OTHER							
B	Cyber Liability - Excess			42EPP15308102 Claims Made 10 x10	02/01/2025	02/01/2026	Cyber/E&O/Aggegate	$10,000,000

AGENCY CUSTOMER ID: 570000098648

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Insurance Services West, Inc.	Fidelity National Information Serv. Inc.
POLICY NUMBER See Certificate Number: 570114734937	
CARRIER See Certificate Number: 570114734937 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Excess E&O, Cyber - 2/1/2025 - 2/1/2026

All Policies are Claims Made

Underwriting Company - Policy Number - Aggregate Limit(s)

02 - Indian Harbor Insurance Company - MTE003915712 - $10M x $20M

03 - Lloyd's Underwriter Syndicate No. 4711 ASP - FSCEO2502015 - $10M x $30M

04 - Columbia Casualty Company - 768772491 - $10M x $40M