

ARC

82

JAN 07 2026



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

Lori A. Weaver
Commissioner

Morissa Henn
Deputy 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

December 16, 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 **Retroactive** amendment to an existing contract with Fidelity Information Services, LLC (VC# 391550), Jacksonville, FL, for Electronic Benefits Transfer services for the Supplemental Nutrition Assistance Program, Special Supplemental Nutrition Program for Women, Infants and Children, and cash assistance programs, to modify contract language to align with federal regulations, with no change to the price limitation of \$1,744,178 and no change to the contract completion date of November 30, 2032, effective retroactive to January 1, 2026, upon Governor and Council approval. 42% Federal Funds. 58% General Funds.

The original contract was approved by Governor and Council on December 3, 2025, item #76.

EXPLANATION

The purpose of this request is to implement contract revisions required by the U.S. Department of Agriculture, Food and Nutrition Services, as specified in the attached amendment. The Department received written notification in December 2025 from the U.S. Department of Agriculture of revisions to certain contract provisions necessary to comply with federal regulations and ensure payment. This request is **Retroactive** to January 1, 2026, to align with the date the NH Supplemental Nutrition Assistance Program (SNAP) began incurring costs under this contract and to allow the Department to receive federal reimbursement for the services provided beginning January 1, 2026.

Approximately 73,000 individuals will be served annually through the SNAP and cash assistance programs, and approximately 13,000 individuals served 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 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; and
- Monthly meetings with the Contractor to address any issues and determine appropriate corrections/resolutions as needed.

Should the Governor and Council not authorize this request, the Department would be unable to modify this contract as required by the U.S. Department of Agriculture, placing the Department at risk of not receiving federal approval and funding to support these critical services, which would result in an estimated 73,000 SNAP participants annually and 13,000 WIC 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, 2019-072A.

Area served: Statewide

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

Respectfully submitted,



Lori A. Weaver
Commissioner



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

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



Denis Goulet, *Commissioner*

December 18, 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 amendment with Fidelity Information Services LLC, as described below and referenced as DoIT No. 2019-072A.

The purpose of this request is for Electronic Benefits Transfer services for the Supplemental Nutrition Assistance Program, Special Supplemental Nutrition Program for Women, Infants and Children, and cash assistance programs; to modify contract language to align with federal regulations.

The Total Price Limitation shall not change and remains \$1,744,178, effective upon Governor and Council approval retroactive to January 1, 2026, with no change to the contract end date of 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,

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

Denis Goulet

DG/jd
DoIT #2019-072A

cc: Ken Gagne, IT Manager, DoIT

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

This Amendment to the Electronic Benefits Transfer contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Fidelity Information Services, LLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 3, 2025 (Item #76), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Modify Exhibit B, Scope of Services, Section 1.10.5., to read:

- 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 return transaction.

2. Modify Exhibit D, Software License Agreement; by deleting Section 2., Software Title, in its entirety and replacing it with the following:

2. SOFTWARE TITLE:

- For the avoidance of doubt, this Service Agreement, as of the Effective Date, does not include or anticipate the inclusion of any software to which this section would be applicable.

- 2.1. Ownership Rights Applicable to SNAP and WIC EBT Services:

- 2.1.1. All documentation produced as part of the Contract will become the exclusive property of the NCS and each of the States. NCS and each of the States reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use such documentation and to authorize others to do so.

- 2.1.2. Contractor shall comply with 2 CFR 200.315 regarding the NCS and each State's rights to the intangible property acquire under this Contract.

- 2.2. The Contractor must comply with 7 CFR 277.18, (l) Ownership Rights, Section (1) Software, and Section (2) Information Systems equipment, as follows:

- (1) *Software.*

- (i) The State shall have all ownership rights in any software or modifications thereof and associated documentation designed, developed or installed with federal financial participation (FFP) as a work for hire under this section.

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

- (iii) The Contractor's proprietary software packages that meet the definition of Commercial Off The Shelf (COTS), at paragraph (b) of this section, shall not be subject to the ownership provisions in paragraphs (l)(1)(i) and (l)(1)(ii) in this section. FFP contract is not available for development costs for proprietary application software developed specifically for SNAP.

- (2) *Information Systems equipment.* The policies and procedures governing title, use and disposition of property purchased with FFP, which appear at § 277.13 (Property) are applicable to IS equipment.

3. Modify Exhibit D, Software License Agreement, by deleting Section 9. Contractor License Rights, in its entirety and replacing it with the following:

9. CONTRACTOR LICENSE RIGHTS

- 9.1. Contractor License Rights 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.

4. Modify Exhibit H, Performance Standards/Benchmark Threshold Measurement/Liquidated Damages; Section 11; Critical Incident, Issues, or Problem Management; Change and Release Management, to read:

Liquidated Damage/Calculation: \$500 if initial notification is not provided to the State within 16-30 minutes.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to January 1, 2026, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

12/18/2025
Date

DocuSigned by:
Nathan White
CDE504985932440
Name: Nathan White
Title: Chief Financial Officer

Fidelity Information Services, LLC

12/16/2025
Date

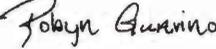
Signed by:
Prashant Gupta
81B8B3D182ED486
Name: Prashant Gupta
Title: SVP, Government Solutions

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

OFFICE OF THE ATTORNEY GENERAL

12/18/2025

Date

DocuSigned by:

748734844941480
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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.

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

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: 12.17.2025

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

Vendor Name: Fidelity Information Services, LLC

Date: 12.17.2025



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED 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/Aggregate \$10,000,000



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED 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 - FSCE02502015 - \$10M x \$30M

04 - Columbia Casualty Company - 768772491 - \$10M x \$40M