STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH

Lori A. Weaver
Commissioner

Iain N. Watt
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

July 16, 2026

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, Division of Public Health, to enter into a **Sole Source** amendment to an existing contract with Custom Data Processing, Inc. (VC #391550-B001), Romeoville, Illinois, to continue providing the electronic benefits transfer solution for the Women, Infants and Children (WIC) Farmers Market Nutrition Program, by exercising a contract renewal option by increasing the price limitation by $32,800 from $96,540 to $129,340 and by extending the completion date from September 30, 2026 to September 30, 2028, effective October 1, 2026, upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on December 18, 2024, item #27.

Funds are available in the following accounts for State Fiscal Year 2027, and are anticipated to be available in State Fiscal Year 2028, 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	Current Budget	Increased (Decreased) Amount	Revised Budget
2025	102-500731	Contracts for Prog Svc	90006026	$17,300	$0	$17,300
2026	102-500731	Contracts for Prog Svc	90006026	$17,300	$0	$17,300
2027	102-500731	Contracts for Prog Svc	90006026	$0	$16,400	$16,400
2028	102-500731	Contracts for Prog Svc	90006026	$0	$16,400	$16,400

			Subtotal	***$34,600***	***$32,800***	***$67,400***

05-95-90-902010-40540000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH & NUTRITION, EFMNP ARPA 100% Federal Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2025	102-500731	Contracts for Prog Svc	9006104	$61,940	$0	$61,940
2026	102-500731	Contracts for Prog Svc	9006104	$0	$0	$0
			Subtotal	***$61,940***	***$0***	***$61,940***
			Total	**$96,540**	**$32,800**	**$129,340**

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. The purpose of this request is to exercise an available renewal option for the Contractor to continue providing the electronic benefits transfer (EBT) solution for the Women, Infants and Children (WIC) Farmers Market Nutrition Program (FMNP). The Department is expanding the scope of services to include redemption of WIC dollar benefits for fruits and vegetables through EBT, ensuring that both standard WIC dollar benefits for these items and FMNP benefits are issued and reconciled through the same EBT processor. The Contractor is authorized by the United States Department of Agriculture (USDA) to provide an electronic solution for both WIC FMNP benefits and WIC fruit and vegetable dollar benefits.

The Contractor will continue to operate, maintain, and host an online portal for use by WIC participants, farmers, and Department staff. The portal supports issuance of FMNP benefits, as well as redemption of FMNP benefits. The vendor will add the ability to redeem standard WIC dollar benefits for fruits and vegetables at farmers' markets statewide. This update streamlines program administration and provides additional flexibility to WIC program participants in redeeming eligible benefits. The update will also enable timely payments to participating farmers. EBT services will be provided at no cost to farmers and participants.

The WIC FMNP provides access to local fresh fruits, vegetables, and cut herbs for eligible women, infants greater than six months of age, and children under five years of age. The WIC Nutrition Program serves low-income families who are at risk of malnutrition by providing a supplement of healthy and nutrient-dense food, nutrition education, breastfeeding support, infant feeding counseling, and referrals to healthcare services.

Approximately 13,000 individuals will be served monthly.

The Department will continue to monitor services through:

- Review and assessment of monthly reports required by the Contractor of the benefits issued and benefits redeemed by farmers, participants, and local WIC Agencies; separated by benefit type.

- Review and assessment of monthly invoices for total and individual benefit redemption by WIC participants.

As referenced in Exhibit A, Special Provisions, of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval. The Department is exercising its option to renew services for two (2) years of the four (4) years available.

Should the Governor and Council not authorize this request, WIC participants will not be able to redeem standard WIC dollar benefits for fruits and vegetables or FMNP benefits at New Hampshire farmers' markets.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 10.572, FAIN 264NH728Y8604.

Respectfully submitted,

For:

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*

July 6, 2026

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

Dear Commissioner Weaver:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Custom Data Processing, Inc, as described below and referenced as DoIT No. 2024-028A.

The purpose of this request is to continue providing the electronic benefits transfer solution for the Women, Infants and Children (WIC) Farmers Market Nutrition Program.

The Total Price Limitation shall increase by $32,800 for a new Total Price Limitation of $129,340, effective upon Governor and Council approval from October 1, 2026 through September 30, 2028.

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 #2024-028A

cc: Ken Gagne, IT Manager, DoIT

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

This Amendment to the Establishing an Electronic Solution for WIC Farmers' Market Nutrition Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Custom Data Processing, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 18, 2024 (Item #27), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:

   September 30, 2028

2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:

   $129,340

3. Modify Exhibit A – Special Provisions, Subsection 1.8, by adding Paragraph 31, to read:

   31. REQUIREMENTS FOR WEB CONTENT AND MOBILE APPLICATION ACCESSIBILITY

   31.1 Under Title II of the Americans with Disabilities Act, the State is required to provide equal access to all of its services, programs, and activities that are provided or made available to the public (whether directly or through contractual, licensing, or other arrangements) via the web and mobile applications. Accordingly, all web content and mobile applications developed, delivered, or otherwise furnished by Contractor pursuant to the terms and conditions of this Agreement shall comply with all applicable accessibility requirements under 28 C.F.R. § 35.200 and the technical standards for web content and mobile application accessibility specified in version 2.1 of the Web Content Accessibility Guidelines at Level AA conformance.

   31.2 Contractor acknowledges and agrees that the State may require Contractor's compliance with the web content and mobile application accessibility standards set forth in Paragraph 31.1 to be determined by a third-party selected by the State in its sole and absolute discretion.

   31.3 Hardware that transmits information or has a user interface, such as display screens, variable message signs, and kiosks, must comply with ICT Accessibility Standards and Guideless, Chapter 4: Hardware.

4. Modify Exhibit A – Special Provisions, by adding Subsection 1.9., to read:

   1.9 Paragraph 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, state, county or municipal 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.

5. Modify Exhibit B – Statement of Work, Section 1.1 (lead-in statement only), to read:

   1.1. The Contractor must develop, host, and maintain an electronic benefit transfer solution, herein referred to as Farm Market Direct (FMD), for the Women, Infants and Children (WIC) Cash Value Benefit (CVB) Program and the WIC Farmers' Market Nutrition Program (FMNP) which will be used by the Department, New Hampshire authorized farmers, and WIC participants of the WIC CVB and FMNP programs in New Hampshire.

6. Modify Exhibit B, Statement of Work, Section 1.3.1, by adding Section 1.3.1.4, to read:

   1.3.1.4. Upon migrating to WIC's new EBT processor, WIC CVB purchases shall be allowed to be redeemed at farmers markets during the FMNP season. WIC CVB benefit transactions will be available upon participants' FMNP benefits being exhausted.

7. Modify Exhibit B, Statement of Work, Section 1.3.4, to read:

   1.3.4. The Contractor must support data entry, into FMD, by Department staff each year to add new farmers authorized to accept WIC CVB and WIC FMNP. Upon the Department utilizing the new EBT system, farmer records will flow into FMD from the eligibility system.

8. Modify Exhibit C, Payment Terms, Section 10.2, to read:

   10.2. This Agreement is funded by 100% Federal Funds:

      10.2.1. 48% Women, Infants & Children's Farmers' Market Nutrition Program e-Solution Grant as awarded on May 18, 2023, by the United States Department of Agriculture, Food and Nutrition Service; ALN 10.557, FAIN 234NH034M2003.

      10.2.2. 52% Women, Infants & Children's Farmers' Market Nutrition Program as awarded on December 14, 2023 and December 22, 2025, by the United States Department of Agriculture, Food and Nutrition Service; ALN 10.572; FAINs 244NH728Y8604 and 264NH728Y8604.

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

7/13/2026
Date

DocuSigned by:
Iain Watt
D778BB63F9784C7...

Name: Iain Watt
Title: Director - DPH

Custom Data Processing, Inc.

7/6/2026
Date

DocuSigned by:
Scott Pralle
6AFE605E48D6422...

Name: Scott Pralle
Title: COO

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

OFFICE OF THE ATTORNEY GENERAL

7/14/2026
Date

DocuSigned by:
Robyn Guarino
74873484494140...
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 CUSTOM DATA PROCESSING, INC. is a Illinois Profit Corporation registered to transact business in New Hampshire on January 20, 2022. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **891118**
Certificate Number: **0007958239**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of June A.D. 2026.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 30, 2026, at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

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

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

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

Dated: 6/30/26

Kelly Pralle
Signature of Elected Officer
Name: Kelly Pralle
Title: President

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/30/2026

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: Denise Davis	
Southpoint Insurance Agency 15341 S 94th Ave, Ste 100 Orland Park IL 60462	PHONE (A/C, No, Ext): (708) 390-2548	FAX (A/C, No): (708) 478-3368
	E-MAIL ADDRESS: ddavis@thinksouthpoint.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hanover Insurance	22292
INSURED Custom Data Processing, Inc. 1408 S. Joliet Road Romeoville IL 60446	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL25123105922 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ODCD795058	01/01/2026	01/01/2027	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
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			AWCA186902	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			ODCD795058	01/01/2026	01/01/2027	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		W2CD782693	01/01/2026	01/01/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	E&O/Cyber LHCD795990 Crime-Client Property BDCD857775			LHCD795990-BDCD857775	01/01/2026	01/01/2027	E&O/Cyber Crime-Client Property	$5,000,000 $3,000,000

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

CERTIFICATE HOLDER

State of New Hampshire, Department
of Health and Human SErvices
129 Pleasant Street
Concord NH 03301-3857

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James A. Carey