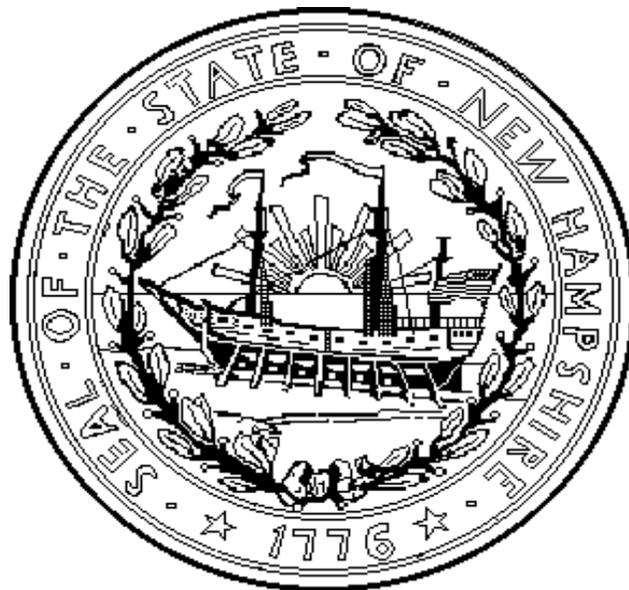


# State of New Hampshire Department of Health and Human Services



**THE BUREAU OF FAMILY ASSISTANCE and DIVISION OF PUBLIC HEALTH SERVICES**

**ELECTRONIC BENEFIT TRANSFER**

**NEW HAMPSHIRE STATE APPENDIX**

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## 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/](http://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.

<b>Assistance Type</b>	<b>Funding</b>	<b>Description</b>
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.

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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 10 – Manchester       |
| Local Office 2 – Claremont | Local Office 11 – Southern         |
| Local Office 3 – Laconia   | Local Office 12-16 – Vacant        |
| Local Office 4 – Conway    | Local Office 17 – Rochester        |
| Local Office 5 – Concord   | Local Office 77 – Long Term Care   |
| Local Office 6 – Seacoast  | Local Office 78 – Main Office East |
| Local Office 7 – Vacant    | Local Office 79 – Main Office West |
| Local Office 8 – Littleton | Local Office 96 – State Office     |
| Local Office 9 – Berlin    |                                    |

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 24<sup>th</sup>), 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**

<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
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**

<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
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

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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**

<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
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**

<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
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**

<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
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

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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 2 <sup>nd</sup> 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

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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

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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**

<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
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**

<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
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**

<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
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.

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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)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.

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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 include 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

### ***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**

<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
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**

<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
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**

<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
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**

<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
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**

<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
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.

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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)

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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**

<b>File Name</b>	<b>File Frequency</b>	<b>Average Volume</b>
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**

<b>File Name</b>	<b>File Frequency</b>	<b>Average Volume</b>
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**

<b>Program</b>	<b>Date*</b>
SNAP Program	The 5 <sup>th</sup> of every month by 6:00am ET.
cash programs and State funded nutritional supplement	The 15 <sup>th</sup> and 30 <sup>th</sup> 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

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**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   <p align="right">Date:</p>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature   <p align="right">Date:</p>		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>  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.

**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.

**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.

<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
<b>Deficiencies/Defects</b>	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p><b>Class A Deficiency</b> – <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p><b>Class B Deficiency</b> – <i>Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p><b>Class C Deficiency</b> – <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>
<b>State</b>	<p>STATE is defined as: State of New Hampshire Department of Health and Human Services 129 Pleasant St Concord, NH 03301</p> <p>Reference to the term “State” shall include applicable agencies</p>
<b>State’s Confidential Records</b>	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 <a href="#">RSA Chapter 91-A</a>
<b>State Data</b>	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.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
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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

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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

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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

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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

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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

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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

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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**

<b>LEVEL</b>	<b>&lt;CONTRACTOR&gt;</b>	<b>STATE</b>	<b><u>CUMULATIVE ALLOTTED TIME</u></b>
<b>Primary</b>	<NAME> <TITLE>	<NAME> State Project Manager (PM)	2 Business Days
<b>First</b>	<NAME> <TITLE>	<NAME> Director	5 Business Days
<b>Second</b>	<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,

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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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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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State of NH Contract 2019-072  
Exhibit A – Deliverables  
Contractor's Initials \_\_\_\_\_  
Date: \_\_\_\_\_

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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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State of NH Contract 2019-072  
Exhibit B – Price and Payment Schedule \_\_\_\_  
Contractor's Initials \_\_\_\_\_  
Date: \_\_\_\_\_

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DEPARTMENT OF HEALTH AND HUMAN SERVICES  
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PART 3, SAAS CONTRACT 2019-072  
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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State of NH Contract 2019-072  
Exhibit B – Price and Payment Schedule \_\_\_\_  
Contractor's Initials \_\_\_\_\_  
Date: \_\_\_\_\_

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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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State of NH Contract 2019-072  
Exhibit C – Special Provisions  
Contractor’s Initials \_\_\_\_\_  
Date: \_\_\_\_\_

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PART 3, SAAS CONTRACT 2019-072  
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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State of NH Contract 2019-072  
Exhibit E – Implementation Services  
Contractor’s Initials \_\_\_\_\_  
Date: \_\_\_\_\_

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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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PART 3, SAAS CONTRACT 2019-072  
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
<b>SERVICE LEVEL AGREEMENT</b>					
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	<p>The Vendor shall conform to the specific deficiency class as described:</p> <p><b>Class A Deficiency</b> - 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.</p> <p><b>Class B Deficiency</b> - 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.</p> <p><b>Class C Deficiency</b> - 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>	P			
H4.7	<p>As part of the maintenance agreement, ongoing support issues shall be responded to according to the following:</p> <p>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;</p> <p>b. Class B &amp; 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>	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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State of NH Contract 2019-072  
Exhibit I – Work Plan  
Contractor's Initials \_\_\_\_\_  
Date: \_\_\_\_\_

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EXHIBIT J - SOFTWARE AGREEMENT**

**LICENSE GRANT**

This section is reserved for the inclusion of acceptable vendor license terms if applicable.

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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.

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State of NH Contract 2019-072  
Exhibit K – Warranty and Warranty Services  
Contractor's Initials \_\_\_\_\_  
Date: \_\_\_\_\_

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EXHIBIT L - TRAINING SERVICES**

The Contractor shall provide Training Services as defined in Northeast Coalition of States RFP and accepted modifications as defined below.

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State of NH Contract 2019-072  
Exhibit L – Training Services  
Contractor’s Initials \_\_\_\_\_  
Date: \_\_\_\_\_

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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.

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State of NH Contract 2019-072  
Exhibit M – Agency RFP with Addendums, by Reference  
Contractor’s Initials \_\_\_\_\_  
Date: \_\_\_\_\_

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EXHIBIT N - CONTRACTOR PROPOSAL**

<CONTRACTOR'S> Proposal to Northeast Coalition of States RFP is hereby incorporated by reference as fully set forth herein.

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State of NH Contract 2019-072  
Exhibit N – Vendor Proposal, by Reference  
Contractor's Initials \_\_\_\_\_  
Date: \_\_\_\_\_

Appendix D - State of NH Page 65 of 93

**STATE OF NEW HAMPSHIRE  
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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.

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State of NH Contract 2019-072  
Exhibit O – DHHS Exhibits, Certificates and Attachments  
Contractor’s Initials \_\_\_\_\_  
Date: \_\_\_\_\_



**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**



**EXHIBIT B**

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**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

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Payment Terms

*To be drafted in accordance with the selected vendor's proposal as negotiated with the Department through the procurement process.*

Exhibit C

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

Page 1 of 1

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:



**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



New Hampshire Department of Health and Human Services  
Exhibit F

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

- 10. Except for transactions authorized under paragraph 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 (l)(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.

Exhibit G

Vendor Initials \_\_\_\_\_

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



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:

Exhibit G

Vendor Initials \_\_\_\_\_

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



**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:



## Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



## Exhibit I

- I. "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



## Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). 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



## Exhibit I

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



## Exhibit I

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

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

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

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- 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) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services  
The State

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



**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:



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: _____



Exhibit K

DHHS Information Security Requirements

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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



Exhibit K

DHHS Information Security Requirements

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

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

**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



## Exhibit K

## DHHS Information Security Requirements

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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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



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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



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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.).



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DHHS Information Security Requirements

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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



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DHHS Information Security Requirements

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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.



## Exhibit K

## DHHS Information Security Requirements

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

## V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



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**DHHS Information Security Requirements**

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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