

**ONLINE ELECTRONIC BENEFITS TRANSFER PROCESSING SERVICES
EXTENSION AGREEMENT
BETWEEN THE
GUAM DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
BUREAU OF NUTRITION SERVICES
SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR
WOMEN, INFANTS AND CHILDREN
AND
CUSTOM DATA PROCESSING, INC.
Arizona HANDS Consortium, Arizona Department of Health Services
ADHS15-00004632, Contract No. CRT051731
100% Federally Funded By: USDA FNS WIC**

THIS AGREEMENT is entered into by and between the Guam Department of Public Health and Social Services (DPHSS), Bureau of Nutrition Services, Special Supplemental Nutrition Program for Women, Infants and Children which is inclusive of the Farmer's Market Nutrition Program, (DPHSS/WIC, Guam WIC, Guam and Consortium member), whose office address is 15-6100 Mariner Avenue, Barrigada, Guam 96913-1601 and Custom Data Processing, Inc. (CDP, or the Contractor), an Illinois corporation, whose address is 1408 South Joliet Road, Romeoville, Illinois 60446.

WHEREAS, Guam is an unincorporated territory of the United States and a sovereign entity by act of the United States Congress. The Organic Act of Guam (Act of Aug. 1, 1950, as amended, 48 U.S.C. 1421, et. seq.) and whose laws and regulations are available online at the Supreme Court of Guam Compiler of Laws website: <http://www.guamcourts.org/Compileroflaws/index.html>.

WHEREAS, DPHSS/WIC provides nutritious supplemental foods, referrals to health and social services, and nutrition and breastfeeding education for low-income pregnant, breastfeeding and non-breastfeeding postpartum women, as well as infants and children up to age five (5) on Guam as part of the United States Department of Agriculture (USDA), Food and Nutrition Services (FNS) Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) as set forth in 7 CFR Part 246.

WHEREAS, DPHSS/WIC participants/authorized representatives generally received three types of negotiable food instruments (conditional drafts) throughout the year for specific kinds and amounts of nutritious foods, (one of negotiable food instruments is part of the FMNP and is not being contracted for at the current time) and provide them to DPHSS/WIC program authorized vendors (i.e. retail and military commissaries, which meet certain criteria and who have signed a vendor agreement agreeing to follow all DPHSS/WIC program rules and regulations).

WHEREAS, DPHSS/WIC administers its programs in part through the Arizona Department of Health Services (ADHS) MIS solution and database, that reside at the ADHS Bureau of Nutrition and Physical Activity (BNPA) hosting facility located in Phoenix, Arizona, supported and maintained system as part of a FNS WIC multi-state consortium, the Arizona Health And Nutrition Delivery System (HANDS) consortium comprised of the state of Arizona, American Samoa, Commonwealth of the Northern Mariana Islands, Guam and the Navajo Nation WIC Programs (jointly referred to as the HANDS Consortium).

WHEREAS, the HANDS Consortium through ADHS BNPA jointly in compliance with the with online services mandated by the "Healthy Hunger Kids Act of 2010" implemented a FNS compliant WIC Electronic Based Transfer (EBT) systems before October of 2020, procured and entered into agreements with CDP in the HANDS Consortium EBT systems Arizona Solicitation number, a competitive mutual joinder agreement, that DPHSS/WIC entered into pursuant to 5 Guam Code Annotated (GCA) Chapter 5 §5126, for a term that expires on February 28, 2021.

WHEREAS, DPHSS/WIC, and the HANDS Consortium were approved by USDA FNS WIC for an Extension Contract with the Incumbent Contractor for 2 Years in Arizona Solicitation (CRT05731), a non-competitive agreement, while USDA FNS WIC and the Arizona HANDS Consortium review and prepare a (new) competitive procurement. The 2 Year term is from with a term from March 1, 2021 to February 28, 2023.

WHEREAS, this Agreement is 100% Federal funded and the Federal funds are received by DPHSS/WIC in keeping with the USDA FNS WIC program. DPHSS/WIC has a good faith belief as to anticipated Federal funding; and DPHSS/WIC has good faith belief as to the anticipated Cost/Pricing not to exceed amounts to be invoiced to DPHSS/WIC in this Agreement by CDP as set forth in Exhibit 1 to this Agreement; for the two (2) year term of this Agreement.

WHEREAS, DPHSS/WIC and the Guam Office of Technology, Chief Technology Officer, in keeping with Guam's Information Technology Act, 5 GCA Chapter 20 Article 2, have negotiated terms and conditions with the Contractor in keeping with ADHS15-00004632, Contract No. CRT05731, applicable federal and Guam laws and regulations; and with USDA FNS WIC's prior approval have reached this Agreement.

NOW THEREFORE WITNESSETH, DPHSS/WIC and the Contractor, in consideration of mutual covenants hereinafter set forth agree as follows:

SECTION I. PURPOSE

The purpose of this Agreement is to extend CDP services to operate and host an online WIC EBT system and provide ancillary WIC EBT services to HANDS Consortium member, DPHSS/WIC.

SECTION II. INCORPORATION AN ORDER OF PRECEDENCE

The following are already existing documents and part of the Arizona HANDS No. and attachments to this Agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

USDA FNS 7 CFR Part 246, FNS Handbook v.901 (most recent copy) and any other regulations, guidance and memorandums issued by USDA FNS WIC program.

Any contract amendment(s) in reverse chronological order

This Agreement itself including:

Attachment A Cost Sheet for Guam

Exhibit 1 DPHSS/WIC's Anticipated Federal Funding and Cost/Pricing

Extension Agreement – Arizona HANDS and CDP, Inc.

SECTION III. SCOPE OF WORK

Technical Definitions

Approved Product List (APL) – The State Agency's list of WIC approved items. It is used for validation by the Point of Sale during the transaction process.

Clinic – The location that the participant receives food benefits, nutrition education, and health care referrals. It includes temporary and permanent locations.

Cash Value Benefit (CVB) – A fixed-dollar amount which is used by a participant to obtain WIC authorized fruits and vegetables.

Electronic Benefit Transfer (EBT) – An electronic system that allows State governments to provide financial and material benefits to authorized recipients via a plastic debit-type card.

eWIC – An electronic benefits transfer system used by Special Supplemental Program for Women, Infants and Children Program to provide food benefits to its clients.

Expungement – Aged benefits are removed from the account after a short period in which retailers may still submit requests for settlement.

HANDS Consortium – The WIC State Agencies consisting of Arizona, Guam, CNMI, American Samoa, and Navajo Nation that utilize the HANDS MIS System.

National UPC Database (NUPC) – A national database that shall contain the WIC approved products for all State Agencies.

Price Lookup (PLU) – A four (4) or five (5) digit number that is often assigned to produce items. The PLU for most produce items are often uniform across all retailers.

Point of Sale (POS) – Refers to the capturing of data and customer payment information at a physical location when goods or services are bought and sold. The POS transaction is captured using a variety of devices which include computers, cash registers, optical and bar code scanners, magnetic card readers, or any combination of these devices.

Supplemental Nutrition Assistance Program (SNAP) – Formerly known as the Food Stamp Program. SNAP provides nutrition assistance benefits to eligible low-income households that can be used to purchase foods from authorized food retailers, thereby providing a food security safety net.

Universal Product Code (UPC) – An eight (8) or twelve (12) digit unique number that is assigned to nearly every item found in grocery stores.

Web Portal – A website that WIC vendors utilize to manage their WIC EBT accounts.

1. Background

- 1.1. The Arizona Department of Health Services (ADHS) Bureau of Nutrition and Physical Activity (BNPA) includes the Arizona WIC Program. ADHS BNPA requires a WIC EBT System Transfer and Processing Services Contractor (Contractor) to provide the Arizona WIC Program and other members of the Health and Nutrition Delivery System (HANDS) Consortium (American Samoa, Commonwealth of the Northern Mariana Islands [CNMI], Guam, and Navajo Nation WIC Programs) with online WIC EBT services. More than six hundred fifty (650) State and clinic staff within the HANDS Consortium utilizes a WIC application to serve more than 187,100 participants on a monthly basis. The information in Table 1 is an estimate of Local Agencies, clinics, WIC participants, households and WIC Vendors for each of the Partner Agencies as of February 2020;

Table 1: Scope of Project

Partner Agency	Local Agencies	Clinics	Participants	Estimated Households	WIC Vendors
Arizona	21	100	157,800	97,200	685
American Samoa		5	6,600	3,800	35
CNMI		3	4,400	2,900	15
Guam		5	7,600	4,300	22

Navajo Nation		12	10,700	6,700	110
Total	21	125	187,100	114,900	867

- 1.2. HANDS interfaces with the EBT System (WIC Direct) using the WIC Universal MIS EBT Interface (WUMEI) Functional Requirements – Version 3 November 2014;
- 1.3. All services, hardware and software referred to within this Scope of Work (SOW) shall be applied to each of the five (5) Consortium members within the HANDS Consortium unless otherwise noted. In order to leverage economies of scale, the HANDS Consortium has agreed in principle to operate WIC EBT using the same set of requirements for WIC EBT services, hardware and software, with the exception of WIC EBT card Banking Identification Number (BIN) and design, easily configurable items within the WIC EBT application, the Consortium members' settlement banks, services impacted by geographic location and where otherwise noted within this SOW;
- 1.4. The current WIC application is HANDS. Each of the Consortium members within the HANDS Consortium will have its own HANDS software application and each HANDS software application will operate on the same version. Each Consortium member's MIS solution and database will reside at the ADHS BNPA hosting facility located in Phoenix, Arizona. The WIC EBT Implementation and Processing Services Contractor shall interface a separate WIC EBT application with each of the five (5) iterations of HANDS using the WIC Universal MIS EBT Interface (WUMEI) Functional Requirements – Version 3 November 2014; and
- 1.5. The Contract period for each of the HANDS Consortium members will be for two (2) years with three (3) optional one (1) year extensions. The Contractor shall establish separate contracts with American Samoa, CNMI, Guam, and Navajo Nation for WIC EBT Processing Services.

2. Objective

ADHS BNPA's objective is to ensure the ongoing technical support of eWIC processing from the Custom Data Processing system.

3. Scope of Work

Scope of Work – Arizona Department of Health Services Contract No.: CTR051731, Online Electronic Benefits Transfer and Processing Services.

- 3.1. This Scope of Work (SOW) issued by the HANDS Consortium is for online WIC EBT services. At a high level it is organized in the following manner:
 - 3.1.1. General Requirements,
 - 3.1.2. Project Deliverables and Documentation,
 - 3.1.3. WIC EBT System Requirements,
 - 3.1.4. WIC EBT Service Requirements,
 - 3.1.5. Hardware and Materials Requirements,
 - 3.1.6. Contract Closeout Requirements, and
 - 3.1.7. Optional Services.

- 3.2. Within this SOW, should reference be made to WIC EBT system requirements, system performance measures, system file transfers, etc., it shall be taken to be applicable to each Consortium member's WIC EBT system, the interface between each Consortium member's MIS solution and its WIC EBT system, message based exchanges between each Consortium member's WIC EBT system and that Consortium member's WIC vendor systems or representative TPP system, etc; and
- 3.3. Furthermore, as each Consortium member is its own entity, managing its own unique WIC Program, each Consortium member can be assumed to have its own unique set of data (e.g., universal product codes [UPCs], peer groups, not-to-exceed [NTE] amounts, WIC vendors, etc.). Data formats and elements, however, will be identical across all Consortium members within the HANDS Consortium.

4. General Requirements

Standards, Rules and Guidelines

- 4.1. The WIC EBT system and WIC EBT services shall conform to the most recent version of:
 - 4.1.1. The American National Standards Institute (ANSI) X9.93 standards, including the ANSI X9.93-1:2014 Financial transaction messages - Electronic Benefit Transfer (EBT) - Part 1: Messages (future updates will be subject to the agreed upon change management process) from the time development is initiated and shall follow the technical implementation guidance of the standard as defined by USDA FNS,
 - 4.1.2. ANSI X9.93-2:2014 Financial transaction messages - Electronic Benefit Transfer (EBT) - Part 2: Files (future updates will be subject to the agreed upon change management process) from the time development is initiated and shall follow the technical implementation guidance of the standard as defined by USDA FNS,
 - 4.1.3. The USDA FNS Operating Rules for WIC EBT dated September 2014 or the most recent version at the time development is initiated. The current version can be found at <http://www.fns.usda.gov/wic/wic-ebt-operating-rules-technical-implementation-guide>,
 - 4.1.4. The FNS WIC EBT Technical Implementation Guide (TIG) dated 2/26/2018 or the most recent version at the time development is initiated. The current version can be found at <https://www.fns.usda.gov/wic/wic-electronic-benefits-transfer-ebt-guidance>,
 - 4.1.5. The FNS WIC MIS-EBT Universal Interface dated March 2015 or the most recent version at the time the contract takes effect. The current version can be found at <https://www.fns.usda.gov/wic/wic-electronic-benefits-transfer-ebt-guidance>, and
 - 4.1.6. Applicable Arizona statewide IT policies (12TU<https://aset.az.gov/resources/pspU12T>), including the most recent versions of:
 - 4.1.6.1. Statewide Policy 8130: System Security Acquisition and Development – To effectuate the mission and purposes of the Arizona Department of Administration (ADOA), the Agency shall establish a coordinated plan and program for information technology (IT) implemented and maintained through policies, standards and procedures (PSPs) as authorized by Arizona Revised Statutes (A.R.S.)§ 41-3504 and§ 41-3507;
 - 4.1.6.2. Statewide Policy 8320: Access Controls – To effectuate the mission and purposes of the ADOA, the Agency shall establish a coordinated plan and program for information technology (IT)

implemented and maintained through policies, standards and procedures (PSPs) as authorized by Arizona Revised Statutes (A.R.S.)§ 41-3504 and§ 41-3507;

- 4.1.6.3. Statewide Policy 8330: System Security Audit - To effectuate the mission and purposes of the ADOA, the Agency shall establish a coordinated plan and program for information technology (IT) implemented and maintained through policies, standards and procedures (PSPs) as authorized by Arizona Revised Statutes (A.R.S.)§ 41-3504 and§ 41-3507; and
- 4.1.6.4. Statewide Policy 8350: System and Communication Protections – IT Products and Services Procurement. Prior to selecting and procuring information technology products and services BU subject matter experts shall consider Statewide IT PSPs when specifying, scoping, and evaluating solutions to meet current and planned requirements.
- 4.1.7. Guam Information Technology Requirements. The Chief Technology Officer of Guam accepts the Contractor's compliance with applicable Arizona statewide IT policies, the General Requirements and industry standards as compliance with Guam's IT requirements with regard to DPHSS/WIC program's information technology that is hosted on the Contractor's WIC EBT system or interfaced with by the Contractor while residing on the ADHS BNPA hosting facility. The Contractor agrees to provide and maintain insurance as set forth the Insurance Section of this Agreement.

5. Regulation

- 5.1. The WIC EBT system and the Contractor shall meet all applicable Federal, State, Tribal, and Territorial regulations, including WIC Regulations 7 CFR Part 246, and uphold the confidentiality of WIC participant and WIC vendor information to the extent required by WIC Regulations 7 CFR part 246.
- 5.2. WIC systems and services are funded by USDA FNS; therefore the WIC EBT Implementation and Processing Services Contractor shall agree to comply with the following:
 - 5.2.1. Executive Order 11246 related to Equal Employment Opportunity;
 - 5.2.2. Section 306 of the Clean Air Act;
 - 5.2.3. Section 309 of the Clean Water Act;
 - 5.2.4. The Anti-lobbying Act;
 - 5.2.5. Americans Disabilities Act;
 - 5.2.6. Drug Free Workplace requirements;
 - 5.2.7. Compliance with suspension/debarment requirements;
 - 5.2.8. Compliance with 2 CFR Part 200, §200.216 Prohibition on certain telecommunications and video surveillance services or equipment;
 - 5.2.9. Compliance with 2 CFR Part 200, 200.322 Procurement of recovered Materials; and

5.2.10 Ownership -the federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership.

6. Order of Precedence

6.1. In order of precedence, the Contractor shall process WIC EBT transactions in compliance with:

- 6.1.1. Federal regulations, including WIC Regulations, 7 CFR Part 246 and FNS WIC policy memos and guidance,
- 6.1.2. USDA FNS Operating Rules for WIC EBT dated September 2014 or the most recent version,
- 6.1.3. Federal Information Processing Standards (FIPS), and
- 6.1.4. Prevailing industry technical and performance standards.

7. Conflict of Regulations, Standards and Guidelines

If there is a conflict between the governing regulations and guidelines regarding a specific standard, the HANDS Consortium shall determine the standard to which the Contractor shall adhere. In determining the appropriate standard, the HANDS Consortium shall allow consultation and input from the Contractor, however the final decision shall remain with the HANDS Consortium.

8. System Enhancements Developed for Other States

If system enhancements, reports, or other system changes determined to be advantageous to the HANDS Consortium are developed by the Contractor for any other State or political subdivision being provided with similar services as the HANDS Consortium, the same benefits shall be extended to the HANDS Consortium at no additional cost.

9. Additional Programs

- 9.1. Each Consortium member retains the option to negotiate with the Contractor to add other programs, including but not limited to Farmers Market Nutrition Program (FMNP), and other State programs to its WIC EBT Contract. Throughout this SOW, reference to additional programs, multiple programs or program types refers to requirements which shall be required should additional programs be added to the WIC EBT Contract or platform. Additional programs will not come from WIC funding; and
- 9.2. Other WIC State Agencies have the option to negotiate with the Contractor to purchase any or all products or services detailed within this contract.

10. Innovative Technologies

10.1. Contractors are strongly encouraged to recommend the use of new and innovative technologies that shall provide improved service and/or operational cost savings when formulating a response. The introduction of these technologies can occur at any time during the project. Examples of such innovative technologies include, but are not limited to:

- 10.1.1. Web services;

- 10.1.2. Innovative implementation or operational strategies;
- 10.1.3. Enhanced card and point-of-sale (POS) technologies; and
- 10.1.4. Detection and prevention of fraud.

11. Project Deliverables and Documentation

11.1. Release Notes

The Contractor shall provide release notes with every WIC Direct lower environment and product environment release.

11.2. System Transition Plan

11.2.1. The Contractor shall provide a System Transition Plan. The System Transfer Plan shall detail all of the activities to transfer from the current CDP/FIS EBT System to the new EBT System. Activities shall include, but not limited to the following:

- 11.2.1.1. Staffing Plan;
- 11.2.1.2. Data Conversion Test Scripts;
- 11.2.1.3. Data Conversion Mock Conversions;
- 11.2.1.4. Transfer Customer Service Phone Numbers;
- 11.2.1.5. Cardholder Integrated Voice Recognition (IVR);
- 11.2.1.6. Cardholder Web Portal;
- 11.2.1.7. Integrated Retailer Support;
- 11.2.1.8. eWIC Cards;
- 11.2.1.9. Clinic PIN Pads;
- 11.2.1.10. Stand-beside Point of Sale Terminals; and
- 11.2.1.11. Rollback Plan.

11.3. Detailed Functional Design Document

The Detailed Functional Design Document shall describe the total system configuration including but not limited to: system hardware, description of system functionality, file layouts, message and file flows, system interfaces, settlement and reconciliation data flows, data elements, data dictionary, and the system security plan.

11.4. Vendor Training Materials

The Contractor is responsible for WIC vendor training and user materials provided with stand-beside POS solutions. For WIC vendors with the stand-beside POS solution, training materials shall cover areas such as log on/log off and using the solution for all types of WIC EBT transactions. These WIC vendors shall also be provided with a tip sheet to provide managers and cashiers with an easy reference during transactions. General WIC vendor information that is provided to WIC vendors with stand-beside POS terminals may be provided to any vendor at the vendor's request

11.5. State Training Materials

11.5.1. The Contractor shall provide written training materials for Consortium member staff. The Consortium member staff training materials shall cover EBT system functionality as it applies to the job functions of the Consortium members. Consortium job functions include but is not limited to:

- 11.5.1.1. Program Project Manager;
- 11.5.1.2. Vendor Manager;
- 11.5.1.3. Program Integrity Manager;
- 11.5.1.4. Training Manager;
- 11.5.1.5. Communication Manager;
- 11.5.1.6. Research and Development Manager;
- 11.5.1.7. Finance Manager;
- 11.5.1.8. IT Project Manager;
- 11.5.1.9. IT Manager;
- 11.5.1.10. WIC Service Desk Manager;
- 11.5.1.11. Nutrition Consultants; and
- 11.5.1.12. Food Package Specialist.

11.5.2. User Manuals

11.5.2.1. The Contractor shall provide and maintain the following instruction manuals:

- 11.5.2.1.1. Administrative Functions Manual,
- 11.5.2.1.2. Reports Manual, and
- 11.5.2.1.3. Settlement & Reconciliation Manual.

11.5.2.2. The Contractor shall be required to maintain the training materials and make revisions whenever the WIC EBT system functionality is modified. The original and updated training materials shall be provided to the HANDS Consortium. Where applicable, the Consortium member staff training materials shall incorporate the information provided in the System Operations and Interface Procedures Manual and the Administrative Functionality Manual.

11.5.3. Monthly Status Reports

Monthly Status Reports begin the month following completed EBT rollout for the HANDS Consortium. Once a Consortium member rollout is complete, the Contractor shall submit a monthly status report to the Consortium member, WIC Program Project Manager, and EBT Project Coordinator. Similar to the

implementation status reports, the monthly status report shall provide a description of all project activities, including but not limited to:

- 11.5.3.1. Tasks accomplished during reporting period;
- 11.5.3.2. Work in process during the reporting period;
- 11.5.3.3. Deliverables submitted;
- 11.5.3.4. Progress on enhancement/change requests (as applicable);
- 11.5.3.5. Deliverables for next reporting period; and
- 11.5.3.6. System maintenance schedule for a rolling six (6) month period.

11.5.4. Monthly Invoice

- 11.5.4.1. At the end of each calendar month, the Contractor shall prepare an invoice for services rendered during the month and submit an invoice to each Consortium member, as applicable. The monthly invoices shall be received within two (2) weeks of the close of the month being billed. The invoice shall be accompanied by supporting documentation that substantiates each individual line item on the invoice. Invoice charges shall be substantiated, including pass-through expenses to the Consortium member, in order for payment to be approved;
- 11.5.4.2. At a minimum, the Contractor's invoice shall include the period of service covered by the invoice and shall itemize the following: total number of active households served for the State WIC Program segmented by program (applies if additional programs are added to the WIC Contract), the cost per case month (CPCM) applied to the total number of active accounts, total CPCM pricing for all accounts served; equipment by type, number of units and cost per unit, and total cost by type of equipment; any other fees or services, adjustments, applicable State and local taxes and total amount due;
- 11.5.4.3. An "active account" shall be defined as a single beneficiary household unit receiving benefits through a single EBT account during the invoice period. Under no circumstance shall a Consortium member be invoiced for two (2) months for a thirty (30) day (one (1) month's) period of benefit availability; and
- 11.5.4.4. Under no circumstances shall a Consortium member be invoiced for future months' benefits if they are voided prior to becoming available for redemption by the client. The Contractor may only invoice for a one (1) month period if benefits are available for redemption during that one (1) month period.

12. WIC EBT System Requirements

This section of the SOW specifies the technical and functional requirements to support the ongoing operations of a WIC EBT system that is in conformance with Federal regulations, national standards

and specified HANDS Consortium performance standards. The system deployed to support WIC EBT services shall be an industry standard application.

12.1. Comprehensive Overview of the System Design

This section describes the WIC EBT system configuration including all processing components, databases, interfaces, fail-over system and participating entities. The Contractor shall indicate that they will meet the requirement with a "Y" for yes or a "N" for no.

12.1.1 General System Requirements,

#	Requirement	Meet Requirement (Y/N)	Comments
A.1	General System Requirements	X	X
A.1.1	Each Consortium member's WIC EBT system shall have an uptime of 99.9% of the time on an hourly basis, twenty-four (24) hours per day, seven (7) days per week.	Y	
A.1.1.1	Scheduled uptime shall mean the time the database is available and accessible for acceptance of message data, file transfers and transaction processing and excludes schedule downtime for maintenance and shall be measured on a rolling 30-day basis.	Y	
A.1.2	The Contractor shall maintain a hot site with equivalent processing capability in a separate geographic location from its primary system.	Y	
A.1.2.1	The Contractor shall establish secure, high performance connectivity between the WIC EBT fail-over system and the HANDS primary and backup (disaster recovery) systems.	Y	
A.1.2.2	The WIC EBT system shall fail over to the hot site within a time frame agreed upon between the Consortium members and the Contractor.	Y	
A.1.2.3	The Contractor shall have provisions for twenty-four by seven (24x7) system monitoring and problem correction to mitigate the risk of prolonged downtime.	Y	
A.1.3	The Contract shall provide annual testing of the fail-over system.	Y	

12.1.1. System Interface Requirements,

#	Requirement	Meet Requirement (Y/N)	Comments
B.1	Connectivity with HANDS	X	X
B.1.1	As each Consortium member's MIS solution and database resides with ADHS BNPA, all connectivity and interfaces shall comply with the State of Arizona	Y	

	network infrastructure and information security requirements.		
B.1.2	For each Consortium member, the Contractor shall establish secure, high performance internet-based Secure Socket Layer (SSL) connectivity between the WIC EBT system and HANDS to accommodate available and reliable message based system interfaces.	Y	
B.2	Data and File Exchange	X	X
B.2.1	The WIC EBT system shall accept and transmit data to and from HANDS in a message based interface or in batch system interface (batch files). The WIC EBT system shall be available twenty-four (24) hours per day seven (7) days per week for batch file data transfer with HANDS.	Y	
B.2.2	The WIC EBT system shall be available during the Partners business hours for message based data transfer with HANDS. Business hours are defined as Monday through Saturday from 7AM – 7PM local time.	Y	
B.2.3	The WIC EBT system shall conform to the WIC Online Message Structures, Messages and Transactions and Message Classes as defined by the WIC EBT Universal Interface.	Y	
B.3	Back-up Data and File Exchange	X	X
B.3.1	The Contractor shall be required to have a back-up procedure to transfer and accept batch files and records should the normal file and/or record transfer processes fail.	Y	
B.4	Receive Batch Files	X	X
B.4.1	The WIC EBT system shall be available to receive file and record transmissions within sixty (60) minutes of being notified by the HANDS Consortium or affected Consortium member that the WIC EBT system is not available to accept a file or record transmission.	Y	
B.4.2	Return Batch Files	X	X
B.4.2.1	At the HANDS Consortium's discretion, the WIC EBT system shall transmit daily batch files to HANDS that include clinic and WIC vendor transactions.	Y	
B.4.2.2	If the WIC EBT system transmits a batch file with no records, the batch file shall indicate that no action is to be taken by HANDS.	Y	

B.4.3	Confirmation and Error Messages	Y	Y
B.4.3.1	The WIC EBT system shall transmit a confirmation to HANDS that a batch file was received.	Y	
B.4.3.2	The WIC EBT system shall transmit batch level errors to HANDS and shall transmit detail record errors to HANDS.	Y	
B.4.3.3	The WIC EBT system shall accept confirmation or error messages from HANDS for batch files sent from the WIC EBT system to HANDS.	Y	
B.4.4	Future Modifications to HANDS	Y	Y
B.4.4.1	If HANDS is updated as a result of an update to the FNS MIS/EBT Universal Interface document, the Contractor shall accommodate changes to interface requirements resulting from modifications to HANDS subject to the agreed upon change management process.	Y	

12.1.2. WIC Food Maintenance Requirements,

#	Requirement	Meet Requirement (Y/N)	Comments
C.1	Categories and Subcategories	Y	Y
C.1.1	The WIC EBT system shall accept the initial WIC Category Sub-Category file generated by HANDS as well as all subsequent files containing changes and/or additions to the HANDS WIC Category Sub-Category file from HANDS data.	Y	
C.1.2	If the Category/Subcategory effective date is not present, then the WIC EBT system shall assume the current date as the effective date.	Y	
C.1.3	If Category/Subcategory deactivation dates are reached, any UPCs associated with the Category/Subcategory shall also be deactivated.	Y	
C.2	UPC/PLU Data	Y	Y
C.2.1	The WIC EBT system shall accept UPC/PLU data from HANDS.	Y	
C.2.1.1	Each UPC/PLU shall have an associated Category/Subcategory.	Y	
C.2.1.2	The UPC/PLU file shall be in the format and contain data as described in current version of the WIC Universal MIS/EBT Interface document.	Y	
C.2.1.3	Changes to UPC/PLU data shall be accepted through a daily batch file.	Y	

C.2.1.4	Upon receipt of the UPC/PLU file from HANDS, the WIC EBT system shall validate whether the UPC/PLU data already exists in the WIC EBT system:	Y	
C.2.1.5	If the UPC/PLU data does not exist, the WIC EBT system shall add the UPC/PLU data; and	Y	
C.2.1.6	Upon validation, the WIC EBT system shall completely replace the existing data with the updated.	Y	
C.2.1.7	The WIC EBT system shall accept WIC UPC/PLU files containing deactivations of specific UPCs or PLUs on the designed end date.	Y	
C.2.1.8	Not to Exceed (NTE) Amount	Y	
C.2.1.8.1	The WIC EBT System shall have the ability to calculate the not-to-exceed (NTE) amount by subcategory and/or UPC and by peer group for each Consortium member.	Y	
C.2.1.8.2	The WIC EBT system shall accept the NTE data from HANDS.	Y	
C.2.1.8.3	NTE data shall not be transmitted with the APL to WIC vendors or TPPs.	Y	
C.2.1.8.4	The WIC EBT system shall use the NTE from HANDS when calculating the amount to be settled to the WIC vendor or TPP.	Y	
C.3	Authorized Product List (APL)	Y	
C.3.1	The WIC EBT system shall generate an APL for each Consortium member each day and provide user and WIC vendor access to the APL.	Y	
C.3.1.1	The APL provided to WIC vendors shall include the current UPCs and/or PLUs, but shall not include the NTE for each UPC, Subcategory, or Category.	Y	
C.3.1.2	The APL file shall conform to the ANSI X9.93 V4 type 2 specifications, or most recent version.	Y	
C.3.2	Availability of the APL	Y	
C.3.2.1	The WIC EBT system shall make the APL file available on a secure data retrieval site for download by WIC vendors and TPPs.	Y	
C.3.2.2	The current version of the APL shall be made available at the same time each day, as agreed upon with the HANDS Consortium during system design sessions.	Y	
C.3.3	User Access to APL	Y	

C.3.3.1	The WIC EBT system shall provide each Consortium member with user view of its APL source data (current and previous), including the ability to view APLs by specific dates.	Y	
C.3.3.2	Users shall have the ability to search the APL by fields such as UPC, category number, etc.	Y	
C.3.3.3	The Contractor shall detail where current and previous APLs will be located and what application will be needed to view the APLs.	Y	

12.1.3. Vendor Management,

#	Requirement	Meet Requirement (Y/N)	Comments
D.1	WIC Vendor Data	Y	
D.1.1	The WIC EBT system shall provide capabilities for maintaining required WIC vendor data.	Y	
D.1.2	The WIC EBT system shall maintain message or batch based system interface to accept WIC vendor information from HANDS.	Y	
D.2	Update Vendor Data	Y	
D.2.1	The Contractor shall collect financial institution and account routing information from WIC vendors with stand-beside POS systems.	Y	
D.2.2	Prior to updating WIC vendor data, the WIC EBT system shall validate that the WIC vendor ID already exists.	Y	
D.2.3	The WIC EBT system shall maintain the confidentiality of WIC vendor financial institution information, account and TPP routing information as defined in security standards in section 4.	Y	
D.3	WIC Vendor Status	Y	
D.3.1	The WIC EBT system shall accept real time message or batch file transfer from HANDS the status or status update of a WIC vendor.	Y	
D.3.2	The WIC EBT system shall identify that the WIC vendor ID exists before accepting a status update.	Y	
D.3.3	The WIC EBT system shall not accept transactions for processing from any WIC vendor which is not active at the time and date of the transaction. Active status is identified by the beginning and end date for a vendor.	Y	

12.1.4. Account Setup and Maintenance Requirements.

#	Requirement	Meet Requirement (Y/N)	Comments
E.1	Create Electronic Benefit Account (EBA)	Y	
E.1.1	The WIC EBT system shall set up and maintain an electronic household account for each WIC household.	Y	
E.1.1.1	The WIC EBT system shall receive account set-up messages from HANDS with household identifiers and associated household demographics.	Y	
E.1.1.2	The WIC EBT system shall validate the uniqueness of the HANDS household ID, ensuring that no duplicate family IDs have been remitted from HANDS.	Y	
E.1.2	If all data is validated, the WIC EBT system shall establish an EBA and assign a unique EBA ID.	Y	
E.2	Account Type	Y	
E.2.1	At a minimum, the WIC EBT system shall accept the type of account (e.g., household, emergency disaster, compliance) and the HANDS household ID.	Y	
E.2.2	Account Structure		
E.2.2.1	The WIC EBT system shall maintain an EBT account structure to ensure that: 1) benefit balances are accurately maintained; 2) benefits accessed by cardholders are drawn from the appropriate Category/Subcategory; and 3) benefit accounts are not overdrawn.	Y	
E.2.2.2	The Contractor shall be liable for any benefits or funds drawn from an incorrect account or program, for overdrafts against EBT benefit accounts including allowing access to benefits prior to or after their availability date, and for EBT host transaction processing errors.	Y	
E.2.2.3	The HANDS Consortium has the right to modify account structure requirements in response to changes in State or Federal program regulations and will be subject to the agreed upon change management process.	Y	
E.3	Maintain EBA	Y	
E.3.1	The WIC EBT system shall accept household demographic data, including, at a minimum household address and head of household.	Y	
E.3.1.1	The WIC EBT system shall maintain the account for each WIC household.	Y	

E.3.1.2	The WIC EBT system shall not make changes or updates to account information unless such updates are received from HANDS in a message-based transmission.	Y	
E.3.2	Change to Household ID or Status	X	X
E.3.2.1	The WIC EBT system shall accept data from HANDS to change the HANDS household ID or change the household status.	Y	
E.3.2.1.1	At a minimum, the WIC EBT system shall abide by the following rules:	X	X
.1.1	E.3.2.1 The WIC EBT system shall validate that the original HANDS household ID exists;	Y	
.1.2	E.3.2.1 If a new household ID is provided, then the WIC EBT system shall validate that the new HANDS household ID does not already exist;	Y	
.1.3	E.3.2.1 If a new household ID is provided, then the WIC EBT system shall deactivate the old HANDS household ID and activate the new HANDS household ID;	Y	
.1.4	E.3.2.1 If the household account status has changed, then the WIC EBT system shall change the account status; and	Y	
E.3.3	Change to Household Demographic Data	X	X
E.3.3.1	The WIC EBT system shall accept messages from HANDS to change the household demographic data.	Y	
E.3.3.1.1	The WIC EBT system shall validate that the HANDS household ID exists.	Y	
E.3.3.1.2	The WIC EBT system shall update household demographic data.	Y	
E.3.4	Access to EBA Data	X	X
E.3.4.1	Upon request, the WIC EBT system shall provide to the HANDS system via message data EBA information using the HANDS household ID or card primary account number (PAN).	Y	
E.3.4.2	The EBA data shall include food benefit additions and deletions, but does not include WIC client eligibility or health information.	Y	
E.4	Benefit Issuance and Account Maintenance	X	X
E.4.1	Accept Benefit Issuance	Y	
E.4.1.1	The WIC EBT system shall receive message data of benefit issuance from HANDS.	Y	

E.4.1.2	Benefit issuance from HANDS shall be aggregated at the household level and shall indicate the household account number, the Category/Subcategory, quantity, unit of measure (UOM) and benefit availability and expiration date(s).	Y	
E.4.1.3	At a minimum, the WIC EBT system shall abide by the following rules:	Y	
E.4.1.3.1	The WIC EBT system shall validate that the HANDS household ID and the EBA exist and are active;	Y	
E.4.1.3.2	The WIC EBT system shall validate that the Benefit ID is unique; this is not currently enabled and will be subject to the agreed up on change management plan.	Y	
E.4.1.3.3	The WIC EBT system shall validate that the benefit issuance records are correct in content and format, including a valid combination of Category/Subcategory codes;	Y	
E.4.1.3.4	The WIC EBT system shall allow benefit issuance for current and future months;	Y	
E.4.1.3.5	The WIC EBT system shall allow more than one issuance to a household for a single month;	Y	
E.4.1.3.6	The WIC EBT system shall validate that the benefit quantity (units available) for the Category code and Sub-Category code on a given date does not exceed 999.99, the maximum balance that may be returned in an X9.93 standards message;	Y	
E.4.1.3.7	The WIC EBT system shall verify issuance by Category/Subcategory and unit measure;	Y	
E.4.1.3.8	The WIC EBT system shall reject duplicate benefit issuance and remit a message to HANDS informing HANDS of the reject and the reason for the reject;	Y	
E.4.1.3.9	The WIC EBT system shall provide return message data to HANDS, notifying the affected user of any detected issuance anomalies.	Y	
E.4.2	Accept Benefit Voids	Y	Y
E.4.2.1	The WIC EBT system shall receive message data of benefit voids from HANDS.	Y	
E.4.2.1.1	The WIC EBT system shall validate that the HANDS household ID and EBA exist and are active;	Y	

E.4.2.1.2	The WIC EBT system shall validate that the ending benefit date exactly matches the benefit information in the EBA for the Categories/Subcategories debited;	Y	
E.4.2.1.3	The WIC EBT system shall only void the benefit if there is sufficient balance to post the entire void;	Y	
E.4.2.1.4	The WIC EBT system shall provide return message data to HANDS, notifying the affected user of any detected benefit void anomalies or successful completion of the request.	Y	
E.4.3	Maintain Benefit Balance	Y	Y
E.4.3.1	The WIC EBT system shall maintain the WIC benefit account structure, to include benefit beginning and end dates.	Y	
E.4.3.2	The WIC EBT system shall store and manage benefits based on the availability dates received from HANDS.	Y	
E.4.3.3	Availability time shall be 12:00 AM local time for each Consortium member.	Y	
E.4.3.4	At a minimum, the WIC EBT system shall abide by the following rules:	Y	
E.4.3.4.1	The WIC EBT system shall ensure benefits are made available on their availability date and time;	Y	
E.4.3.4.2	The WIC EBT system shall ensure that unused benefits are expired on their expiration date and time. Expiration time shall be 11:59 PM local time for each Consortium member;	Y	
E.4.3.4.3	The WIC EBT system shall ensure benefit availability and expiration is based on local time for each Consortium member;	Y	
E.4.3.4.4	The WIC EBT system shall ensure benefits may not be redeemed before begin date and time or after end date and time.	Y	
E.4.4	Maintain Benefit Account	Y	Y
E.4.4.1	The WIC EBT system shall maintain the WIC EBA and account structure (meaning benefit activation and expiration dates and any additional programs added to the system).	Y	
E.4.4.2	WIC benefit account balances shall be accurate and segregated by benefit Category/Subcategory.	Y	
E.4.4.3	When a participant transaction is conducted, the WIC EBT system shall ensure the transaction credits or debits the appropriate Category/Subcategory in the EBA.	Y	

E.4.4.4	The WIC EBT system shall validate that EBAs are not overdrawn; if a purchase(s) results in an overdrawn account, the Contractor shall notify the designated Consortium member staff of the overdraw.	Y	
E.4.4.5	Notification shall occur within one (1) business day of system recognition of an overdrawn EBA.	Y	
E.4.5	Reconcile Benefit Balance	Y	Y
E.4.5.1	The WIC EBT system shall reconcile each EBA and all WIC EBT data on a daily basis.	Y	
E.4.5.2	For the EBA, the EBT system shall verify that the quantity of each Category/Sub-Category end of the processing day net position is equal to: Opening balance + credits - debits = End of day balance	Y	
E.4.6	Provide EBA Benefit Balance	Y	Y
E.4.6.1	The WIC EBT system shall be balanced as a whole to ensure that changes in food benefit issuance in HANDS is represented in the EBT system at end of day.	Y	
E.4.6.2	Upon message-based request from HANDS, the WIC EBT system shall provide HANDS via message data the benefit balance information for a specific EBA.	Y	
E.4.6.3	The WIC EBT system shall validate that the HANDS household ID exists;	Y	
E.4.6.4	If benefit begin and end dates are not provided in the request, the WIC EBT system shall return only those records where the current date is between the begin and end dates of the benefit;	Y	
E.4.6.5	The WIC EBT system shall remit message data to enable HANDS to print a list of the household's currently available and future months' benefits sorted by food category and subcategory.	Y	
E.4.7	Provide Benefit History	Y	Y
E.4.7.1	Upon message-based request from HANDS, the WIC EBT system shall provide via message data the benefit maintenance history for a specific EBA.	Y	
E.4.7.2	Prior to providing the benefit history, the WIC EBT system shall validate that the household ID and the EBA exist.	Y	
E.4.7.3	If a HANDS household ID is sent, then the WIC EBT system shall return the benefit maintenance history for the household.	Y	
E.4.7.4	If a PAN is sent, then the WIC EBT system shall return the benefit maintenance history for the PAN.	Y	

12.1.5. Card Issuance and PIN Selection,

#	Requirement	Meet Requirement (Y/N)	Comments
F.1	Card Issuance	Y	
F.1.1	The WIC EBT system shall receive card issuance message data from HANDS.	Y	
F.1.2	At a minimum, the record shall include the card number, card action (issue, deactivate), cardholder, associated HANDS household account and the unique ID of the local WIC clinic issuing the card.	Y	
F.1.3	The WIC EBT system shall associate the card to the appropriate EBA.	Y	
F.1.3.1	The WIC EBT system shall provide the following:		
F.1.3.1.1	The WIC EBT system shall validate that the HANDS household ID exists and is active;	Y	
F.1.3.1.2	The WIC EBT system shall validate that there is not already an active cardholder associated with the account;	Y	
F.1.3.1.3	The WIC EBT system shall create a new cardholder record and associate the cardholder with the given card and the household EBA.	Y	
F.2	PIN Selection	Y	
F.2.1	The WIC EBT system shall accept PIN message data (real time and encrypted) from HANDS to select or change (update) a PIN.	Y	
F.2.1.1	The WIC EBT system shall validate that the card number is active and associated with a valid EBA;	Y	
F.2.1.2	The WIC EBT system shall validate that the encrypted PIN is valid;	Y	
F.2.1.3	If the encrypted PIN is valid, then the WIC EBT system shall translate the encrypted PIN into a new encrypted PIN that is suitable for internal database storage;	Y	
F.2.1.4	The PIN held in the WIC EBT system shall be effective upon successful processing of the PIN selection; and	Y	
F.2.1.5	The WIC EBT system shall store the encrypted PIN in the EBT database and link the PIN to the appropriate cardholder.	Y	
F.3	PIN Encryption	Y	
F.3.1	The WIC EBT system shall provide functionality for a cardholder to select or	Y	

	change (update) a PIN remotely by phone call to the WIC EBT client ARU.		
F.3.2	The WIC EBT system shall validate that the card number is active and associated with an active EBA.	Y	
F.3.3	The WIC EBT system shall validate the identity of the person requesting the new PIN or PIN change by requesting date of birth and zip code.	Y	
F.3.4	The Contractor shall support the transfer of PINs associated with existing WIC EBT cards to the new WIC EBT Implementation and Processing Services Contractor at the conclusion of its Contract.	Y	
F.4	PIN Lock/Unlock	Y	Y
F.4.1	The WIC EBT system shall lock an EBA from access if a cardholder has exceeded a specified number of consecutive invalid PIN attempts during a calendar day period.	Y	
F.4.2	The number of invalid PIN attempts shall be defined by each Consortium member.	Y	
F.4.3	The system shall allow a PIN to be unlocked on demand from HANDS or from a cardholder via ARU by selecting a new PIN.	Y	
F.4.4	An EBA that has been locked for exceeding invalid PIN attempts shall automatically unlock at 11:59 PM local time on any day that an EBA has been locked for exceeding the allowed number of invalid PIN attempts.	Y	
F.5	Update Cardholder Data	Y	Y
F.5.1	The WIC EBT system shall receive WIC EBT updated cardholder demographic message data from HANDS and update the demographic data in the WIC EBT system.	Y	
F.5.2	The WIC EBT system shall support a change of cardholder for the household account and accept the demographic data associated with the new cardholder.	Y	
F.6	Update Card Status	Y	Y
F.6.1	The WIC EBT system shall receive WIC EBT updated card message data from HANDS.	Y	
F.6.2	At a minimum, the WIC EBT system shall abide by the following rules:	Y	
F.6.2.1	The WIC EBT system shall validate that the existing card is active and assigned;	Y	

F.6.2.2	The WIC EBT system shall change the card status to the new value after validating that the card status is currently active (e.g., has not previously had it status changed from active);	Y	
F.6.2.3	The WIC EBT system shall change the existing active card to deactivated;	Y	
F.6.2.4	The WIC EBT system shall allow the cardholder's existing PIN to be assigned to a new card re-issued to the client.	Y	
F.7	Allow Cardholder to Update Card Status	Y	Y
F.7.1	The WIC EBT system shall allow a cardholder to update a card's status through customer services.	Y	
F.7.1.1	The Web Portal shall not allow a cardholder to report his/her card as lost, stolen, or damaged.	Y	
F.7.1.2	The Web Portal shall not allow a cardholder to re-activate a de-activated card.	Y	
F.7.1.3	After validating the identity of the individual requesting a card status change, the WIC EBT system shall abide by the rules stated in Section F.6	Y	
F.8	Mail Replacement Card	Y	Y
F.8.1	As an option for the Arizona and Navajo Nation, the WIC EBT system shall generate and mail a replacement card to the cardholder.	Y	
F.8.2	Arizona and Navajo Nation's replacement cards will be sent by standard mail.	Y	
F.8.3	The Contractor shall mail a replacement card utilizing standard mail within one (1) business day of cardholder request.	Y	
F.9	Maintain Card History	Y	Y
F.9.1	The WIC EBT system shall maintain a history of cards assigned to households and cardholders.	Y	
F.9.1.1	For mailed replacement cards, then the WIC EBT system shall provide a daily batch file of card status changes as defined in the current WIC Universal MIS/EBT Interface document including card deactivations and card issuances with card numbers conducted on behalf of cardholders.	Y	
F.9.1.2	The WIC EBT system shall provide message data in response to a request from HANDS for a history of all EBT cards that have been assigned to a household and shall remit card history message data	Y	

	to HANDS (e.g., card activation date, card status changes, cardholder changes, card deactivation date).		
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12.1.6. Transaction Processing.

#	Requirement	Meet Requirement (Y/N)	Comments
G.1	WIC Vendor Transaction Processing	Y	
G.1.1	The WIC EBT system shall provide real-time transaction processing of message data received from WIC vendors and/or TPPs.	Y	
G.1.1.1	The Contractor shall have the capability to receive, process, and authorize cardholder transactions from WIC vendor POS devices in real time transactions.	Y	
G.1.1.2	The Contractor shall validate that the transaction request contains a valid WIC vendor ID.	Y	
G.1.2	Contractor EBT transaction processing requirements include:	Y	
G.1.2.1	Accepting transactions coming from an authorized transaction acquirer;	Y	
G.1.2.2	Authorizing or denying transactions;	Y	
G.1.2.3	Sending response messages back to the transaction acquirer authorizing or denying cardholder transactions;	Y	
G.1.2.4	Providing the data necessary to print a cardholder receipt with the account balance after the transaction (the card number shall be truncated on the receipt);	Y	
G.1.2.5	and Logging the authorized/denied transactions for subsequent settlement and reconciliation processing, transaction reporting, and for viewing through transaction history.	Y	
G.1.3	In processing EBT transactions, it is the responsibility of the Contractor to ensure that the WIC EBT system meets performance and technical standards and regulations detailed in section 4 in the areas of:	Y	
G.1.3.1	System processing speeds;	Y	
G.1.3.2	Availability and reliability;	Y	
G.1.3.3	Security;	Y	

G.1.3.4	Ease-of-use;	Y	
G.1.3.5	Minimum card requirements;	Y	
G.1.3.6	Performance; and	Y	
G.1.3.7	Minimum transaction set.	Y	
G.1.4	Connectivity	X	X
G.1.4.1	The WIC EBT system shall support online, commercial network and direct connect communication with vendor systems.	Y	
G.1.4.2	The Contractor shall establish a direct or indirect telecommunications connection for the routing of transactions and retrieval from and delivery of files such as the APL to WIC vendors, their agents, or TPPs.	Y	
G.1.4.3	A direct connection shall not utilize a TPP to route transactions to and from the EBT system.	Y	
G.1.4.4	An indirect connection shall utilize third party processors to route transactions to and from the EBT system.	Y	
G.1.5	Processing Day	X	X
G.1.5.1	The WIC EBT system shall maintain a twenty-four (24) hour business day processing cycle.	Y	
G.1.5.2	The Contractor shall designate a standard daily cut-off time at a time of day that shall allow the origination of automated clearing house (ACH) payments for next business day settlement.	Y	
G.1.5.3	Special settlement procedures may be required for the island members of the HANDS Consortium (i.e., prefunding the clearing account based upon estimated amounts).	Y	
G.1.6	Transaction Message	X	X
G.1.6.1	Transactions accepted by the WIC EBT system from the WIC vendor or its TPP shall be in the ANSI X9.93-2:2014 Financial Transaction Message - EBT - Part 1:Messages, 2014 (and future updates) for messages.	Y	
G.1.6.2	The WIC EBT system shall accept the following minimum transaction set:	Y	
G.1.6.2.1	Benefit Inquiry;	Y	
G.1.6.2.2	WIC Purchase	Y	
G.1.6.2.3	WIC Reversal (item by item);	Y	
G.1.6.2.4	WIC Void;	Y	
G.1.7	Transaction Message Validation	X	X

G.1.7.1	The WIC EBT system shall conduct checks and processes to determine if a transaction is approved.	Y	
G.1.7.2	At a minimum, these checks shall include determining whether:	Y	
G.1.7.2.1	The WIC EBT system shall ensure the transaction originates from an approved WIC vendor by validating the WIC vendor's ID against the latest vendor data sent by the WIC MIS.	Y	
G.1.7.2.2	The WIC EBT system shall ensure that the transaction originates from a known stand-beside POS terminal by validating the terminal number;	Y	
G.1.7.2.3	The card number (PAN) is valid and the card is active;	Y	
G.1.7.2.4	The number of consecutive failed PIN attempts has not been exceeded;	Y	
G.1.7.2.5	The PIN is verified as being entered correctly;	Y	
G.1.7.2.6	The account is active;	Y	
G.1.7.2.7	The UPC or PLU is presented and verified for each purchased food item;	Y	
G.1.7.2.8	The food items are validated against the current list of WIC approved Categories and Subcategories and UPCs/PLUs;	Y	
G.1.7.2.9	The WIC EBT system shall validate the products for appropriate availability dates in the EBA benefit record.	Y	
G.1.7.3	For void transactions, the WIC EBT system shall verify an existing benefit record and purchase transaction so that the void transaction can be properly posted.	Y	
G.1.7.4	If any one of the validation conditions is not met, the Contractor shall deny the transaction.	Y	
G.1.7.4.1	If the transaction is denied, the system must return a message to the WIC vendor indicating the reason for denial (e.g., invalid PAN, invalid terminal, etc.).	Y	
G.1.7.4.2	The Contractor shall provide a monthly summary report of denied transactions.	Y	
G.1.8	Transaction Processing Protocols		

G.1.8.1	The WIC EBT system shall provide real-time processing of transactions as they are received from WIC vendors and TPPs. Real-time processing refers to an immediate response with the EBT system when the WIC vendor processes a WIC EBT transaction and will receive an immediate response if the transaction was approved or denied.	Y	
G.1.8.2	The transaction date and time shall be the date and time the purchase is approved by the WIC EBT system, adjusted to the local date and time at the WIC vendor location.	Y	
G.1.9	Minimum Transaction Processing Rules	Y	
G.1.9.1	When processing a transaction, the WIC EBT system shall abide by the following rules:	Y	
G.1.9.1.1	The purchase quantity redeemed from EBA benefits shall be obtained from the benefit quantity associated with the UPC's Category/Subcategory in the APL;	Y	
G.1.9.1.2	The WIC EBT system shall provide an approval or a denial for each product transaction.	Y	
G.1.9.1.3	The WIC EBT system shall provide an appropriate reason code for all rejected product transactions;	Y	
G.1.9.1.4	The WIC EBT system shall deduct benefits from Subcategories with values greater than "000" before deducting benefits from the Broadband Food Subcategories.	Y	
G.1.9.1.5	If a food item is allowed to use a Broadband Food Subcategory, allow the food item to be redeemed with the units remaining in the Broadband Food Subcategory once all units in the specified Food Subcategory have been decremented.	Y	
G.1.9.1.6	Allow the redemption of a single food item in part from a Food Subcategory and in part from the Broadband Food Subcategory;	Y	
G.1.9.1.7	Process a maximum of fifty (50) WIC items in a single purchase.	Y	
G.1.9.2	The WIC EBT system shall allow the CVB to be mapped to a single generic code (i.e., 4469 for fresh fruits and vegetables).	Y	
G.1.9.3	Declined Items	Y	
G.1.9.3.1	The WIC EBT system shall decline an item for a WIC purchase if:	Y	

G.1.9.3.1.1	It is not an authorized WIC UPC/PLU, Category/Subcategory;	Y	
G.1.9.3.1.2	It is not a WIC UPC/PLU, Category/Subcategory or size authorized in the WIC household account; or	Y	
G.1.9.3.1.3	Sufficient quantities of the Category/Subcategory are not available in the WIC household account.	Y	
G.1.9.3.2	The WIC EBT system shall provide a reason code for all rejected items.	Y	
G.1.10	Receipts	Y	Y
G.1.10.1	The WIC EBT system shall provide the data required for the WIC vendor to print receipts according to the requirements of Section 12.1 of the TIG. This includes the opening and/or ending EBA benefit balance, and benefit balance end date, as applicable.	Y	
G.1.11	Adjustment for NTE	Y	Y
G.1.11.1	When authorizing a transaction, the WIC EBT system shall compare the product price against the peer group NTE for the Category, Sub-Category, or for the UPC, if the maximum allowable price is set at the UPC level for the product.	Y	
G.1.11.1.1	If the product price is equal to or less than the NTE for the WIC vendor's peer group, the WIC EBT system shall approve the purchase of the product at the product price.	Y	
G.1.11.1.2	If the product price is greater than the allowable price for the WIC vendor's peer group, the WIC EBT system shall approve the purchase of the product at the NTE price.	Y	
G.1.11.1.3	The WIC EBT system shall provide a return message to the WIC vendor ECR system, POS, or the TPP that contains the amount paid for the product.	Y	
G.1.12	Auto Reconciliation File	Y	Y
G.1.12.1	The WIC EBT system shall generate auto-reconciliation files (ARFs) to support the reconciliation of transactions captured in WIC EBT transactions.	Y	
G.1.12.2	The WIC EBT system shall create ARFs on a processing day basis and shall include transactions submitted since the last WIC ARF.	Y	
G.1.12.3	The ARF shall be provided in the format and contain the data that is specified in the TIG.	Y	

G.1.12.4	The WIC EBT system shall make the ARF available on a secure data file retrieval site for download by the authorized WIC vendor.	Y	
G.1.13	Maintain Transaction History	X	X
G.1.13.1	At a minimum, the WIC EBT system shall maintain a minimum of three (3) years of data online for real time access by authorized system users.	Y	
G.1.13.2	Records associated with the Contract shall be maintained for three (3) full fiscal years following the close of the Federal fiscal year (Oct-Sep) during which the Contract terminates.	Y	
G.1.13.3	Archived data shall be maintained for an additional four (4) years and shall be recoverable within forty-eight (48) hours.	Y	
G.1.13.4	The Contractor shall be prepared to transfer up to five (5) years of EBA, WIC vendor, APL, and transaction data, as well as current PIN and clinic data to the new/succeeding WIC EBT Implementation and Processing Services Contractor at the end of current Contractor's contracts with the Consortium members.	Y	
G.1.14	Exception Handling	X	X
G.1.14.1	Invalid Card Read - Key Entered Transactions	Y	
G.1.14.1.1	The card number (PAN) may be key-entered at times when a card presented by a cardholder is damaged and/or the POS device is unable to read the magnetic stripe accurately.	Y	
G.1.14.1.2	The Contractor shall accept and process EBT transactions where the PAN has been manually entered (key-entered) into the POS device.	Y	
G.1.14.3	Split Tender	X	X
G.1.14.3.1	The WIC EBT system shall support the capability for retail POS to perform split tender processing for a cash value benefit (CVB).	Y	
G.1.14.3.2	To support split tender, the WIC EBT system shall allow the reversal or void of one (1) or more CVB food items and the CVB amount for the item(s) shall be restored to the WIC EBT account prior to the completion of the tender.	Y	
G.1.15	Mixed Basket	X	X

G.1.15.1	Contractor shall support the capability of integrated WIC vendor systems to perform mixed basket transactions by validating during retailer certifications that the retailer Electronic Cash Register system properly manages mixed baskets based on approved FNS scripts. A mixed basket refers to the ability of the WIC cardholder to purchase WIC and non-WIC items without separating the items into two (2) separate transactions prior to checkout.	Y	
G.1.15.2	Benefits and funds shall be applied to mixed basket purchases in the order of the most restrictive benefit account to the least restrictive benefit account or payment type, with WIC being the most restrictive benefit.	Y	
G.1.15.3	When needed for processing the transaction, the order of precedence of payment for items shall be: WIC, SNAP, TANF and then other forms of payment.	Y	
G.1.15.4	The WIC cardholder may remove food items identified as part of the WIC purchase confirmation from being paid with WIC benefits.	Y	
G.1.15.5	The participant shall have the opportunity for confirmation before final payment.	Y	
G.1.16	Discounts and Coupons	Y	Y
G.1.16.1	Contractor shall support the capability for discounts and coupons to be applied to WIC food and CVB purchases by validating during retailer certifications that the retailer Electronic Cash Register system properly manages discounts and coupons.	Y	
G.1.16.2	Such discounts and coupons shall be applied to the purchase transaction prior to the cardholder accepting the WIC transaction.	Y	
G.1.16.3	The benefit of a quantity discount (e.g., buy one get one free) shall be given to the WIC cardholder.	Y	
G.1.16.4	The benefit of a price discount shall accrue to the Consortium member by reducing the total cost of the approved food item.	Y	
G.1.16.5	The Contractor shall work with the HANDS Consortium to establish specific business rules concerning discounts and coupons, as applicable.	Y	
G.1.17	Compliance Buys	Y	Y

G.1.17.1	The WIC EBT system shall support the set-up of compliance accounts by accepting the account and card data from HANDS and account type as compliance.	Y	
G.1.17.2	The WIC EBT system shall allow the issuance of compliance buy cards, allow benefits to be added and deleted to these cards and maintain an audit trail of all compliance activities.	Y	
G.1.17.3	The WIC EBT Implementation and Processing Services Contractor shall not differentiate the look of compliance cards with participant cards or differentiate how they may be used at the POS.	Y	

12.1.7. Settlement and Reconciliation,

#	Requirement	Meet Requirement (Y/N)	Comments
H.1	Settlement and Reconciliation	Y	
H.1.1	The Contractor shall be responsible for the execution of EBT settlement and reconciliation activities.	Y	
H.1.2	EBT settlement and reconciliation shall be conducted in accordance with current federal regulation 7CFR 274.12 and future Federal regulations as updated throughout the Term of the Contract and the most recent version of the USDA FNS Operating Rules for WIC EBT dated September 2014 or most recent version.	Y	
H.1.3	The WIC EBT system shall operate on a twenty-four (24) hour processing cycle.	Y	
H.1.4	At a designated cutoff time each day, the Contractor shall close out the current processing day and commence the next processing day.	Y	
H.1.5	The specified cutoff time shall allow the Contractor sufficient time to originate ACH payments for next business day settlement.	Y	
H.1.6	To support the settlement function, the Contractor or its designated financial institution shall have an originating and receiving membership in the national ACH network.	Y	

H.1.7	In order to promote the acceptance of EBT transactions, the Contractor shall be required to provide evidence of its own or its designated financial institution's ability to fulfill the settlement obligations specified in this Contract and shall comply with applicable USDA FNS Operating Rules for WIC EBT dated September 2014 or most recent version concerning an Issuer's ability to meet its settlement obligations.	Y	
H.1.8	Evidence may be in the form of financial statements, bonds, guarantees or other assurances.	Y	
H.1.9	The Contractor shall recommend procedures and reports that shall enable the Consortium members their reconciliation and settlement verification process to be as smooth as possible.	Y	
H.1.10	WIC Benefit Data Files	Y	
H.1.10.1	The WIC EBT system shall verify that all message data benefit issuance/voids sent from HANDS are processed and posted to EBAs in the EBT database.	Y	
H.1.10.2	The WIC EBT system shall verify issuance by Category, Sub-Category and UOM and verify issuance for both current and future months' benefits.	Y	
H.1.10.3	The WIC EBT system shall provide return message data to HANDS, notifying the affected user of any detected anomalies in issuance reconciliation via alert and/or report.	Y	
H.1.10.4	The WIC EBT system shall transmit a daily file to HANDS that provides a detailed record of all benefit redemption activity.	Y	
H.1.10.5	The information transmitted shall be based on the WIC EBT system processing day or a time frame specified by the HANDS Consortium during system design.	Y	
H.1.10.6	The daily file shall include the following:	Y	
H.1.10.6.1	A full historical account (audit trail) of the transaction and the information (e.g., date, time, UPC/PLU, category, sub-category, unit of measure, item description, benefit begin date, benefit end date, vendor number, vendor terminal, vendor peer group, originating clinic ID) that was current and used at the time of the transaction;	Y	

H.1.10.6.2	Reversals or voids as two (2) separate transactions, the original transaction and the subsequent reversal or void;	Y	
H.1.10.6.4	Transactions with discounts and coupons as specified in the TIG; and	Y	
H.1.10.6.5	Transactions using multiple Benefit IDs or where redemption straddles the Subcategory code and broadband Category code; the WIC EBT system shall report full transaction details for each item redeemed.	Y	
H.1.11	Expired and Expunged Benefits	Y	Y
H.1.11.1	The WIC EBT system shall transmit a daily file to HANDS that provides a detailed record of all expunged benefits.	Y	
H.1.11.2	The WIC EBT system shall expunge benefits after their expiration date.	Y	
H.1.11.3	The information transmitted shall be based on the WIC EBT system processing day or a time frame specified by the HANDS Consortium during system design.	Y	
H.1.12	Account Reconciliation		
H.1.12.1	The WIC EBT system shall reconcile each EBA and all WIC EBT data on a daily basis.	Y	
H.1.12.2	For the EBA, the EBT system shall verify that each Category/Sub-Category units from the previous end of the processing day is equal to the units at the beginning of the processing day plus the net sum of benefits credited and debited as contained in the transaction history detail for that processing day.	Y	
H.1.12.3	For all WIC EBT data, the WIC EBT system shall verify that the quantity of each Category/Sub-Category end of the processing day net position is equal to the quantity at the beginning of the processing day plus the net sum of benefits credited and debited as contained in the transaction history detail for that processing day.	Y	
H.1.13	Settlement Reconciliation	Y	Y
H.1.13.1	The WIC EBT system shall reconcile the dollar value of the business day transactions against the funds settled to each WIC vendor, its designated agent and TPPs, as applicable. This shall be done by:	Y	

H.1.13.1.1	Validating that the sum of the amounts paid to WIC vendors, designated agents and TPPs, as applicable, is equal to the total payments calculated as due to these entities; and	Y	
H.1.13.1.2	Providing audit reports, automated and on-demand, demonstrating the sum of payment activities made to WIC vendors, its agencies and TPPs, as applicable, and in total. This includes credits, debits and any other settlement activities.	Y	
H.1.13.2	If any anomalies are detected the WIC EBT system shall provide an alert or a report to notify users of errors in the settlement process within twenty-four (24) hours of detecting the error.	Y	
H.1.13.3	Settlement errors shall be corrected within in accordance with timeframes set forth in the WIC EBT Operating Rules.	Y	
H.1.13.4	The Contractor shall also provide the Consortium member with the corrective action to be taken and the appropriate tools to correct errors in the settlement process.	Y	
H.1.14	Daily Settlement	Y	Y
H.1.14.1	The information generated during system cutoff and balance processing shall be used by the Contractor to generate the daily settlement files.	Y	
H.1.14.2	The settlement process shall conform to the National Automated Clearinghouse Association (NACHA) Operating Rules and Guidelines wherever possible.	Y	
H.1.14.3	The WIC EBT system shall initiate settlement to WIC vendors, designated agents and TPPs.	Y	
H.1.14.4	The Contractor shall own and reconcile a clearing account for daily settlement and shall create an ACH transaction to move funds from the WIC EBT settlement account to the appropriate WIC vendor, designated agent or TPP financial institution account.	Y	
H.1.14.5	The WIC EBT system shall calculate the amount due to each WIC vendor, designated agent or TPP based on transactions approved to that entity within the settlement window and reimburse WIC vendors for the sale of approved food items purchased at either the requested food item price or the NTE price, whichever is lower.	Y	

H.1.14.6	The WIC EBT system shall initiate settlement to direct connect WIC vendors or designated agents on the next business day.	Y	
H.1.14.7	The WIC EBT system shall transmit ACH transactions to its bank on a daily basis to meet the performance standards for settlement.	Y	
H.1.14.8	The Contractor shall attempt to pay unsettled funds first to the original payee and if unsuccessful, shall return funds to the Consortium member.	Y	
H.1.14.9	Contractor shall notify the Consortium member of funds to be transferred that day for government authorization prior to executing settlement.	Y	
H.1.14.10	Each Consortium member reserves the right to designate the window for notification, which shall be during normal business hours.	Y	
H.1.14.11	Payments transmitted to the financial institutions of WIC vendors, their designated agents or their TPPs shall be reconciled to the settlement bank's report of payments submitted to the Federal Reserve for the HANDS Consortium.	Y	
H.1.14.12	The WIC EBT system shall comply with FNS policy for unsettled funds (i.e., ACH reject).	Y	
H.1.15	Audits	Y	Y
H.1.15.1	The Contractor shall submit an annual audit report in accordance with Statement on Standards for Attestation Engagements (SSAE) No. 16, Reporting on Controls at a Service Organization to the PPM within 30 calendar days of ADHS's fiscal year end on June 30.	Y	
H.1.16	1099s	Y	Y
H.1.16.1	The WIC EBT system shall generate and remit 1099s to participating direct connect vendors or their corporate authority, following the completion of each calendar year.	Y	
H.1.16.2	The vendor agreements between the WIC vendor, the TPP and the Contractor shall delineates who receives the 1099.	Y	
H.1.16.3	The Contractor shall mail WIC vendor their 1099 utilizing standard mail.	Y	

12.1.8. Web Portal, and

#	Requirement	Meet Requirement (Y/N)	Comments
1.1	Web Portal	Y	
1.1.1	User Security Profiles	Y	
1.1.1.1	The WIC EBT system shall allow the definition of user profiles based on the user's job requirements (role based security).	Y	
1.1.1.1.1	Each user shall be assigned a specific user profile.	Y	
1.1.1.1.2	The number of required user profiles shall be parameter driven and shall be specified by Consortium member.	Y	
1.1.1.1.3	The WIC EBT system shall allow the Consortium member's authorized or identified user the capability to set up new users, change user passwords, and assign user profiles.	Y	
1.1.1.1.4	Access to System Functions	Y	
1.1.1.1.4.1	The WIC EBT system shall provide controls to limit and manage user access to specific application functionality and data to include PIN selection devices at clinics. At a minimum, the WIC EBT system shall abide by the following rules:	Y	
1.1.1.1.4.2	The Consortium members' WIC EBT security administrator(s) shall be able to manage user access at multiple levels;	Y	
1.1.1.1.4.3	All users shall be established in the system with unique identification;	Y	
1.1.1.1.4.4	User passwords shall not be displayed on terminals or monitors;	Y	
1.1.1.1.4.5	The system and Consortium member data are not available to unauthorized users;	Y	
1.1.1.1.4.6	System Security: User Accounts and Sessions Requirements	Y	
4.6.1	1.1.1.1. The system will have automatic session timeouts and accounts are set to lockout based on three (3) unsuccessful login attempts.	Y	
4.6.2	1.1.1.1. The automatic session timeouts or session lockout policy executes due to inactivity until the user reestablishes access.	Y	
4.6.3	1.1.1.1. If the user does not reestablish access within the specified limit of time, the system drops the session.	Y	

4.6.4	I.1.1.1.	In addition, the system shall limit consecutive invalid logon attempts by a user and automatically lock the account until released by an administrator.	Y	
4.6.5	I.1.1.1.	User account password resetting procedures require that the user call the Contractor's Help Desk.	Y	
4.6.6	I.1.1.1.	The system will automatically disable inactive accounts after 120 days of inactivity.	Y	
4.6.7	I.1.1.1.	The WIC EBT system shall allow deactivation of users no longer authorized by the HANDS Consortium;	Y	
4.6.8	I.1.1.1.	The WIC EBT system shall require a password reset every ninety (90) days.	Y	
4.6.9	I.1.1.1.	The HANDS Consortium WIC EBT security administrator(s) shall be notified of any user that is inactive for four (4) months (120 days) (configurable period of time);	Y	
I.1.1.1.5		The Contractor shall collect logs from all systems that process or store data, this shall include for each transaction: type of event, date and time, user identification, and machine identifiers.	Y	
I.1.1.1.5.1		The Contractor shall log and monitor the following events for each server:		
I.1.1.1.5.1.1		Server startup and shutdown;	Y	
I.1.1.1.5.1.2		Account creation, modification, or deletion;	Y	
I.1.1.1.5.1.3		Loading and unloading of services;	Y	
I.1.1.1.5.1.4		Installation and removal of software,	Y	
I.1.1.1.5.1.5		System exception, alerts and error messages;	Y	
I.1.1.1.5.1.6		Object level logging;	Y	
I.1.1.1.5.1.7		Usage information (e.g., number of sessions occurring in a certain period);	Y	
I.1.1.1.5.1.8		User logon (failed and successful) and logoff;	Y	
I.1.1.1.5.1.9		Client requests and server responses;	Y	
0	I.1.1.1.5.1.1	Access to critical or confidential/restricted information and systems;	Y	
1	I.1.1.1.5.1.1	Modifications of privileges and access controls, and	Y	
2	I.1.1.1.5.1.1	Modifications to security policies.	Y	
I.1.1.1.5.2		The Contractor shall collect the following transactions for each application:		
I.1.1.1.5.2.1		Modifications to the application;	Y	

1.1.1.1.5.2.2	Application failures	Y	
1.1.1.1.5.2.3	Application exceptions, alerts and error messages;	Y	
1.1.1.1.5.2.4	Account creation, modification, or deletion;	Y	
1.1.1.1.5.2.5	Account sign on (failed and successful) and sign off;	Y	
1.1.1.1.5.2.6	Access/changes to critical or confidential/restricted information;	Y	
1.1.1.1.5.2.7	Modifications of privileges and access controls; and	Y	
1.1.1.1.5.2.8	Modifications to security settings.	Y	
1.1.1.1.5.3	The Contractor shall log the following transactions for each firewall: Malicious traffic; Denied Connections; Accepted connections; and Abnormal Traffic.	Y	
1.1.1.1.5.4	An audit trail of user access to the WIC EBT system shall be maintained that includes: Type of event, Date and time, Security token, User name, and WIC EBT system user ID.	Y	
1.1.1.1.5.5	The Contractor shall retain logs as follows: Web Server Logs (IIS): forty-five (45) days; Exceptions: thirty (30) days; and All other events and transactions: six (6) months.	Y	
1.1.2	Request ACH Payment		
1.1.2.1	Provide for a file-based interface to allow the Consortium member to make a payment or adjustment to a WIC vendor, designated agent or TPP outside the normal course of settlement;	Y	
1.1.2.2	Allow only authorized users to initiate a request for an ACH payment;	Y	
1.1.2.3	Provide a daily report that provides all payments requested by authorized users that are outside the normal settlement process and payments initiated by the Contractor.	Y	
1.1.3	Formula Distribution		
1.1.3.1	If a Consortium member elects to implement direct distribution of formula, the Contractor shall work with the Consortium member to develop a method to reconcile benefits to the household and cardholder level and develop a methodology to support payment to the formula provider through the EBT ACH process.	Y	
1.1.4	Add or Update Local Agency and Clinic Data		

I.1.4.1	The WIC EBT contractor shall allow authorized users to add or update local agency and clinic data to support the distribution and replacement of cards, card sleeves and/or PIN selection devices and reporting at the local agency and/or clinic level.	Y	
I.1.5	Search EBAs	Y	
I.1.5.1	The WIC EBT system shall allow authorized users to search EBAs by name, HANDS household ID, PAN, or EBT account number to access account, benefit, or transaction history.	Y	
I.1.5.2	At a minimum, the Web Portal shall provide screen navigation from account screen to transaction history and card history for that account.	Y	
I.1.5.3	The Web Portal shall provide a history of all account activity to include credits, debits, card changes (issuance, replacement, and card status changes), and PIN changes.	Y	
I.1.5.4	EBA search results shall be sortable by name, household ID, PAN or EBT account number.	Y	
I.1.6	Search WIC Vendors	Y	
I.1.6.1	The WIC EBT system shall allow authorized users to search for WIC vendors by vendor name, or vendor ID to access vendor transaction history.	Y	
I.1.7	Food Item Changes	Y	
I.1.8	Web Portal Navigation	Y	
I.1.8.1	At a minimum, the transaction set supported through the EBT web portal functionality at the WIC Program level shall include:	Y	
I.1.8.1.1	Functionality to allow users to view EBT household account information and provide links to transaction history;	Y	
I.1.8.1.2	Functionality to allow users to conduct filter queries into redemption activity and the ability to print and export data resulting from a filter query;	Y	
I.1.8.1.3	Access to a minimum of three (3) years of historical data;	Y	
I.1.8.1.4	Search for an EBA by using a PAN, HANDS ID, or cardholder name;	Y	
I.1.8.1.5	Search the UPC/PLU list and sort and filter by Category and Sub-Category;	Y	
I.1.8.1.6	Navigate between queries, including between the following:	Y	
I.1.8.1.6.1	Between WIC vendor and transaction history queries;	Y	

1.1.8.1.6.2	From summary to detail and from detail to summary; and	Y	
1.1.8.1.6.3	From reconciliation to exception reports.	Y	
1.1.8.1.7	Execute data requests for off-line data and provide such data within two (2) business days of the request:	Y	
1.1.8.1.8	Access to applicable reports for authorized users.	Y	
1.1.8.1.9	The WIC EBT system shall allow detailed queries into household or cardholder redemption activity and provide print and export functionality that does not negatively impact system response time.	Y	
1.1.9	Additional Functions	Y	
1.1.9.1	Other web portal functions mentioned within this Scope of Work include, but may not be limited to, the following:	Y	
1.1.9.1.1	View and download the Category/Subcategory (Section C.1);	Y	
1.1.9.1.2	View and download the UPC/PLU table and set activation/deactivation dates for UPCs/PLUs (Section C.2);	Y	
1.1.9.1.3	View and download the APL (Section C.3); and	Y	
1.1.9.1.4	Access reports (Section J.1).	Y	

12.1.9. Reporting.

#	Requirement	Meet Requirement (Y/N)	Comments
J.1	Reporting	Y	
J.1.1	The Contractor shall accommodate the informational needs of the HANDS Consortium and USDA FNS in its reporting package.	Y	
J.1.1.1	The Contractor is therefore required to provide a comprehensive reporting package.	Y	
J.1.1.2	The Contractor shall provide a cost effective combination of administrative functionality, electronic data files, standard reports, and ad hoc reporting capabilities.	Y	

J.1.2	To support the WIC reporting requirements, the Contractor shall be required to meet, at a minimum, the reporting requirements outlined in the WIC Functional Requirements Document for a Model WIC Information System with EBT (FRED-E), Version 2008 2.0, Section 3.12 - Reporting, September 2008 or the most recent version of this document.	Y	
J.1.2.1	The Contractor shall be required to provide all reports in FRED-E, Version 2008 2.0, Section 3.12, Exhibit 3-13 with a checkmark in the EBT column.	Y	
J.1.2.2	Standard reports shall be formatted using standard ANSI carriage controls to enable printing.	Y	
J.1.2.3	WIC reports shall include data on card issuance, benefit issuance, redemptions, and expirations by Category, Subcategory, and UPC, UOM (ounces, pounds, etc.) quantity, cost, discounts, and NTE adjustments.	Y	
J.1.2.4	The reporting system shall produce WIC information at the Consortium member and local WIC agency/clinic levels.	Y	
J.1.2.5	In applicable reports and where an item price exceeds the NTE price, reports shall include information on item price requested and item price paid.	Y	
J.1.3	Any changes to reports require two (2) weeks advance notification to the HANDS Consortium.	Y	
J.1.3.1	The Contractor shall only change reports when initiated with HANDS Consortium approval.	Y	
J.1.3.2	The Contractor shall provide access to the EBT system data for ad-hoc reports or recommend an alternative solution.	Y	
J.1.4	Standard queries and custom reports built for any other WIC State Agencies shall be made available to the HANDS Consortium as a standard query at no cost to the HANDS Consortium provided that the query does not require any additional data to be added to the existing data model.	Y	

J.1.5	The WIC EBT system shall adhere to the following requirements concerning acknowledgement of batch files:	Y	
J.1.5.1	The WIC EBT system shall transmit a confirmation to HANDS that a batch file was received;	Y	
J.1.5.2	The WIC EBT system shall transmit batch level errors to HANDS;	Y	
J.1.5.3	The WIC EBT system shall transmit detail record errors to HANDS;	Y	
J.1.5.4	The WIC EBT system shall accept a confirmation from HANDS that a batch file was received;	Y	
J.1.5.5	The WIC EBT system shall accept batch level error reports from HANDS; and	Y	
J.1.5.6	If the WIC EBT system transmits a batch with no records, the batch shall indicate that no action is to be taken by HANDS.	Y	
J.1.6	Daily Activity File:	Y	
J.1.6.1	For each Consortium member, the WIC EBT system shall provide a comprehensive set of daily account activity files to the applicable Consortium member's iteration of HANDS.	Y	
J.1.6.2	The activity file shall contain all transactions or account actions initiated by the Consortium member via real-time online messaging or batch file transfers during an EBT processing day.	Y	
J.1.6.3	The activity file shall also contain transactions initiated by the applicable Consortium member's focal WIC agencies/clinics, initiated on behalf of the Consortium member by the Contractor (i.e., account adjustments) or initiated by cardholders at WIC vendor locations.	Y	
J.1.6.4	The daily activity file shall be based on the processing day or on a twenty- four (24) hour time frame specified by HANDS Consortium members during system design.	Y	
J.1.6.5	The files shall provide detail on every transaction that impacts an EBT account balance or account status. The reports shall show:	Y	

J.1.6.5.1	The items and amount of the transaction (i.e., account action);	Y	
J.1.6.5.2	Type of transaction (including but not limited to issuance, benefit redemptions, repayments, expirations, adjustments, transfers, voids, reversals, unapplied transactions, and any other transaction types);	Y	
J.1.6.5.3	Date and time of transaction, and who originated the transaction;	Y	
J.1.6.5.4	Adjustments to benefits requested by HANDS and completed by the WIC EBT system;	Y	
J.1.6.5.5	Transactions with discounts and coupons; and	Y	
J.1.6.5.6	Transactions using multiple benefit programs or where redemption straddles the sub-Category code and broadband Category code shall report details for each item redeemed.	Y	
J.1.7	WIC Daily Reconciliation File	Y	
J.1.7.1	The WIC EBT system shall provide a daily Reconciliation Report to HANDS.	Y	
J.1.7.1.1	This report shall provide a proof of reconciliation by program type (if additional programs are added to the WIC EBT platform).	Y	
J.1.7.1.2	This report shall reflect program totals beginning with the current settlement, reduced by the previous suspense, increased by the current suspense to arrive at the daily reconciliation.	Y	
J.1.7.2	Prior to making any change in reconciliation reports, processes or data displays, etc., the Contractor shall provide a minimum of ninety (90) calendar day advance notice to the HANDS Consortium.	Y	
J.1.8	WIC Daily Benefit Expiration and Expungement File	Y	
J.1.8.1	The WIC EBT system shall provide a daily Expiration and Expungement File, indicating the benefits expired and expunged from the WIC EBT system each day.	Y	
J.1.9	WIC APL File		

J.1.9.1	The WIC EBT system shall make the APL, including the current UPCs and/or PLUs, available to WIC authorized vendors for download at a specific time each day.	Y	
J.1.9.2	The WIC EBT system shall allow WIC vendors to automate the download of the APL or to request the APL on-demand.	Y	
J.1.9.3	The WIC EBT system shall provide authorized users with viewing access to the APL source data.	Y	
J.1.9.4	The APL shall not contain NTE price data.	Y	
J.1.9.5	The APL file shall conform to the ANSI X9.93 V4 type 2 specifications, or most recent version.	Y	
J.1.10	WIC ARF	Y	
J.1.10.1	The WIC EBT system shall make each TPP and direct connect WIC vendor's auto reconciliation file (ARF) available for the applicable TPP and WIC vendor to download.	Y	
J.1.10.2	The ARF shall be generated for each processing day that a transaction was received from the WIC vendor and shall be made available at a time specified by the WIC vendor and agreed upon by the Consortium members during system design sessions.	Y	
J.1.11	Banking Data Files	Y	
J.1.11.1	The WIC EBT system shall generate banking data files that conform to the National Automated Clearing House Association (NACHA) to initiate ACH payments to WIC vendors as defined in the current version of the WIC EBT Universal MIS/EBT Interface document.	Y	
J.1.12	Daily Settlement Amount	Y	
J.1.12.1	The Contractor shall provide a Daily Settlement Amount report containing the date, dollar amount cleared (debits), dollar amount of credits, and total daily funding amount required.	Y	
J.1.12.2	The Contractor shall provide the report in alternative media such as email and/or fax.	Y	
J.1.12.3	The report shall be provided at a time agreed upon between the	Y	

	Consortium member and the Contractor.		
J.1.12.4	This report shall allow the Consortium members to ensure sufficient funds are available for the day's settlement to WIC vendors.	Y	
J.1.13	Terminal Activity Report	Y	Y
J.1.13.1	The WIC EBT system shall provide daily and monthly terminal summary reports that show all transactions resulting in funds being moved (i.e., settled) to each WIC vendor.	Y	
J.1.13.2	The report shall list at a minimum the transaction type, dollar value, adjustments for discounts and NTE, balance inquiries through ARU, transaction date, settlement date, WIC vendor and terminal identifier.	Y	
J.1.13.3	The reports shall provide settlement totals for each entity for which funds are to be moved, as well as suspense totals, if any, for transactions that shall not be settled until the next processing day.	Y	
J.1.13.4	The report shall include totals at the terminal level and WIC vendor level, including a summary total for the WIC vendor for the settlement date.	Y	
J.1.14	Transaction Profile Report	Y	Y
J.1.14.1	The WIC EBT system shall provide a monthly summary of WIC vendor transactions by benefit type and transaction type, (reversals, voids, balance inquiry, adjustments, etc.).	Y	
J.1.15	Stand-Beside Terminal Transaction Profile Report	Y	
J.1.15.1	The WIC EBT system shall provide a stand-beside terminal report that shall provide a summary of all transactions initiated by a stand-beside terminal by type and value.	Y	
J.1.16	WIC Vendor Activity Summary Report	Y	
J.1.16.1	The WIC EBT system shall provide a daily Vendor Activity Report.	Y	
J.1.16.2	This report provides all WIC vendor settlement activity on each calendar day, including the total settlement minus the previous suspense plus current suspense results.	Y	
J.1.16.3	This report shall include database activities for areas such as adjustments, voids and reversals,	Y	

	which shall agree with the daily activity file.		
J.1.17	Daily ACH Activity Report	Y	
J.1.17.1	The Daily ACH Activity Report identifies all WIC vendor, designated agent and TPP deposits for each business day.	Y	
J.1.18	Expired Benefits Report	Y	
J.1.18.1	The WIC EBT system shall provide a daily Expired Benefits Report that includes a summary of the benefits expired from accounts that day by Category/Subcategory.	Y	
J.1.19	Settlement and Clearing Report	Y	
J.1.19.1	The Contractor shall provide a daily Settlement Report.	Y	
J.1.19.2	This report shall provide at a summary level the total funds that settled for the processing day by benefit type, and required funding.	Y	
J.1.19.3	This report shall balance to the totals from the Daily Terminal Activity Reports.	Y	
J.1.20	Adjustment Audit Transaction Detail Report	Y	
J.1.20.1	The WIC EBT system shall provide a daily Adjustment Audit Transaction Detail Report that provides details on all adjustment transactions conducted within each business day.	Y	
J.1.20.2	The WIC EBT Contractor shall provide the following information for each unsettled payment returned to the Consortium member: transfer type, total amount, attempted settlement date(s), WIC vendor name, WIC vendor number, and bank account number (including the ABA bank number).	Y	
J.1.20.3	The Contractor shall provide any additional data elements may be required if FNS issues written procedures to address unsettled funds.	Y	
J.1.20.4	The WIC EBT Contractor shall provide information on the second attempts at settlement.	Y	
J.1.21	Billing Report	Y	
J.1.21.1	The Contractor shall provide the Consortium member with billing reports in an electronic format.	Y	

J.1.21.1.1	Billing reports shall substantiate the monthly billing for EBT services.	Y	
J.1.21.1.2	The billing reports shall include detail information to allow the Consortium member to validate the monthly invoice for WIC EBT services.	Y	
J.1.22	Rebate and 798 Reporting	Y	
J.1.22.1	The WIC EBT system shall provide data to support the creation of rebate invoices and FNS 798 reports within HANDS.	Y	
J.1.23	Card and PIN Reports	Y	
J.1.23.1	The WIC EBT Implementation and Processing Services Contractor shall provide a set of daily reports including:	Y	
J.1.23.1.1	Daily invalid card attempt report;	Y	
J.1.23.1.2	Daily card issuance/re-issuance report;	Y	
J.1.23.1.3	Daily card status report;	Y	
J.1.23.1.4	Daily lost, stolen or damaged card report; and	Y	
J.1.23.1.5	Daily mailed cards report.	Y	
J.1.23.1.6	In addition, the Contractor shall provide the following monthly reports:	Y	
J.1.23.1.6.1	Monthly invalid PIN attempts report; and	Y	
J.1.23.1.6.2	Monthly transaction denial summary report (statistical data).	Y	
J.1.24	Fraud Detection Reports	Y	
J.1.24.1	The Contractor shall provide a set of fraud reports that shall help the HANDS Consortium manage and detect fraud.	Y	
J.1.24.2	Fraud detection reports shall include high risk WIC vendor reporting.	Y	
J.1.24.3	At a minimum, fraud detection reports shall include:	Y	
J.1.24.3.1	WIC vendors that repeatedly request food item purchase prices at or above the NTE;	Y	
J.1.24.3.2	WIC vendors that have multiple WIC transactions within a short period of time;	Y	
J.1.24.3.3	Purchase transactions for an even dollar amount;	Y	
J.1.24.3.4	EBAs with frequent card replacements; and	Y	

J.1.24.3.5	WIC vendors that manually enter the card PAN.	Y	
J.1.25	Batch Processing Report	Y	
J.1.25.1	The Contractor shall provide a daily Batch Processing Report that includes the number and types of batch files received and processed.	Y	
J.1.25.1.1	The Batch Processing Report shall include a summary report by file transmission that provides a confirmation for the processing of the batch file(s).	Y	
J.1.25.1.2	The summary report shall contain summary verification data, including the total number of records received in the batch and the number of records by record type (e.g., number of add, change, and delete records).	Y	
J.1.25.1.3	The report shall contain a summary of the processing of the transmission (i.e., number of records accepted and number of records rejected).	Y	
J.1.25.1.4	The Contractor shall submit batch confirmation reports to the Consortium member within one (1) hour of receiving the file.	Y	
J.1.26	Batch Exception Report	Y	
J.1.26.1	The Contractor shall provide a daily Batch Exception Report for each Consortium member, as applicable, for all batch files received by the Contractor.	Y	
J.1.26.2	Batch Exception Reports shall contain a listing of all records received within a batch, which were not processed by the WIC EBT system, and verification of the comparison of reports to prevent duplicate files and records.	Y	
J.1.26.3	Each record included on the exception report shall have a corresponding reason code indicating the cause of the rejection.	Y	
J.1.26.4	The Contractor shall submit Batch Exception Reports and/or records to the HANDS Consortium within one (1) hour of receiving the file.	Y	
J.1.27	Monthly Activity Summary Reports	Y	

J.1.27.1	The Contractor shall provide a monthly summary report of transaction activity on the WIC EBT system at the Consortium member and local WIC agency/clinic level.	Y	
J.1.27.2	Statistics provided shall include, at a minimum, transactions performed by benefit type (if multiple programs are implemented), transaction type, the number of active EBAs on the system, number of active cards on the system, and the number of cards issued and the number of cards replaced during the month.	Y	
J.1.28	Product Utilization and Food Cost Reports	Y	
J.1.28.1	The WIC EBT system shall provide standard food analysis reports including:	Y	
J.1.28.1.1	Daily and monthly number of food products issued by Category/Subcategory;	Y	
J.1.28.1.2	Daily and monthly number of food products purchased by Category/Subcategory;	Y	
J.1.28.1.3	Daily and monthly number of food products expired by Category/Subcategory;	Y	
J.1.28.1.4	Daily and monthly total cost of food products by Category/Subcategory and by WIC vendor peer group;	Y	
J.1.28.1.5	UPC changes report including both updates and changes to individual UPC codes as well as updates made on a more widespread level;	Y	
J.1.28.1.6	Daily and monthly food products sold at above average sales rates; and	Y	
J.1.28.1.7	End of day database balance exception reports.	Y	
J.1.29	Ad Hoc Reporting	Y	
J.1.29.1	The WIC EBT system shall support user Initiated Ad Hoc reporting.	Y	
J.1.29.1.1	Multiple output options shall include PDF and MS Excel.	Y	
J.1.29.2	Daily and monthly food products issued by Category/Sub-Category.	Y	
J.1.29.3	Daily and monthly food products purchased by Category/Sub-Category.	Y	
J.1.29.4	Daily and monthly food products expired by Category/Sub-Category.	Y	

J.1.29.5	Daily and monthly cost of food products by Category/Sub-Category and by WIC vendor peer group.	Y	
J.1.29.6	Daily and monthly food products sold at above average sales rates.	Y	
J.1.29.7	End of day database balance exception reports.	Y	

12.2. System Operations Performance Standards

12.2.1. The Contractor shall, at a minimum, meet the performance standards specified in Table (2) – Performance Standards as defined in the USDA FNS Operating Rules for WIC EBT dated September 2014 or the most recent version, for the WIC EBT system and delivery of WIC EBT services.

Table 2: Performance Standards

#	Operating Performance Standard	Performance Deficiency	Meet Requirement (Y/N)	Comments
K.1	Direct Connect Vendors: For direct connect vendors; the WIC EBT system shall process 99% of WIC transactions within twenty (20) seconds on a monthly basis from the point of sending the transaction from the WIC vendor.	Failure of the system to process a WIC transaction within twenty (20) seconds from the point of sending the transaction from the WIC vendor, 99% of the time on a monthly basis.	Y	
K.2	EBT Central Computer Uptime. The EBT Central Computer shall be up and available 99.9% of the scheduled uptime, twenty-four (24) hours per day, seven (7) days per week measured on a monthly basis, in accordance with processing specifications and requirements. Scheduled uptime shall mean the time the database is available and accessible for transaction processing and excludes scheduled downtime	Failure of EBT Central Computer to be up and available 99.9% of the scheduled uptime measured on a monthly basis.	Y	

	for routine maintenance. The EBT Central Computer consists of all system functions over which the Implementation and Processing Services Contractor/Subcontractor has direct control, either directly or through a Subcontractor relationship.			
K.3	Transactions Response: The WIC EBT system shall initiate a response to an online transaction request within two (2) seconds from the time such request is received by the WIC EBT system, 98% of the time on a monthly basis. This does not include data transmission time between the WIC EBT system and a TPP. Scheduled downtime shall be excluded provided a minimum of two (2) weeks' notice is provided to all network participants prior to the scheduled outage.	Failure of the system to initiate a response to a transaction request within two (2) seconds from the time such request is received by the WIC EBT system, 98% of the time on a monthly basis.	Y	
K.4	System Uptime: The WIC EBT system shall have an uptime of 99.9% of the time, not including maintenance (scheduled downtime).	Failure of the system to have an uptime of 99.9% of the time not including maintenance (scheduled downtime).	Y	
K.5	Acceptance of Data or File Transmissions. The EBT system shall be available to accept files transmitted from HANDS twenty-four (24) hours per day, seven (7) days per week.	Failure of the EBT system to be available to accept files transmitted from HANDS twenty-four (24) hours per day, seven (7) days per week.	Y	

K.6	System Response Times. The WIC EBT system shall process all message based system interface messages from HANDS within twenty (20) seconds from the point of sending the message from HANDS, 99% of the time measured on a monthly basis.	Failure to initiate a response to a request to transmit or retrieve data within two (2) seconds from time such request is received less than 99% of the time on a monthly average basis.	Y	
K.7	Scheduled Downtime. Scheduled downtime shall be scheduled during hours defined by the HANDS Consortium during system design.	Scheduled downtime occurring outside of defined hours on any given month.	Y	
K.8	Scheduled Downtime. Scheduled downtime shall not exceed two (2) hours per month unless other timeframes are agreed upon by the HANDS Consortium.	Scheduled downtime exceeding two hours in one month on any given month (unless agreed upon by the HANDS Consortium).	Y	
K.9	Settlement Timeframe. The timeframe for ACH settlement shall be met 100% of the time measured within a 30-day rolling window.	Failure to meet timeframe for ACH settlement window 100% of the time measured within a 30-day rolling window.	Y	
K.10	Settlement Discrepancies. The WIC Program shall be notified of settlement or reconciliation discrepancies within twelve (12) hours of discovery.	Failure to provide notice of discrepancy within twelve (12) hours of discovery.	Y	
K.11	Account Disputes. The EBT Implementation and Processing Services Contractor shall investigate and complete WIC Program or WIC vendor initiated disputes within ten (10) business days of the date the	Failure to investigate and complete an adjustment within ten (10) business days.	Y	

	adjustment request is initiated.			
K.12	Transaction Accuracy. No more than two (2) inaccurate transactions per every 50,000 EBT transactions processed by the WIC EBT system.	Failure to maintain an accuracy standard of no more than two (2) errors per every 50,000 EBT transactions.	Y	
K.13	Four-Digit Year Compliance. Provide only four-digit year compliant equipment, software and deliverables.	Failure to provide four-digit year compliant equipment, software, deliverables, and/or other services.	Y	
K.14	Availability of Benefits: The WIC EBT system shall ensure benefits are available on their availability date and time (12:00 AM) 100% of the time.	Failure of the system to ensure benefits are available on the availability date and time (12:00 AM) 100% of the time.	Y	
K.15	Dispute Resolution: The Contractor shall resolve disputes between the Contractor and the WIC vendor within forty-five (45) days of the dispute being submitted by the WIC vendor.	Failure of the provider to resolve disputes between the Contractor and the WIC vendor within forty-five (45) days of the dispute being submitted by the WIC vendor.	Y	
K.16	ARU Answer Time: The WIC EBT ARU shall have an average answer time of less than fifteen (15) seconds, measured on a monthly basis.	The ARU has an average answer time of greater than fifteen (15) seconds.	Y	
K.17	Abandoned Call Rate: The participant call center shall have an abandoned call rate of less than three percent (3%).	An abandoned call rate of greater than three percent (3%).	Y	
K.18	Busy Signal: The Contractor shall ensure that no calls to its user and help desks shall be met with a busy signal.	Failure of the provider to ensure that no calls to its user and help desks shall be met with a busy signal.	Y	

K.19	Customer Service Resolution: The Contractor shall have an 85% rate of resolution with the first customer service representative (CSR).	Failure of the provider to have an 85% rate of resolution with the first customer service representative (CSR).	Y	
K.20	Optional: Mail Cards: The Contractor shall mail cards no later than the next business day after receipt of a card issuance request by an Arizona and the Navajo Nation cardholder 98% of the time measured on a monthly basis.	Failure of the provider to mail cards no later than the next business day after receipt of a card issuance request 98% of the time measured on a monthly basis.	Y	

12.3. System Testing Requirements;

12.3.1. System Testing,

- 12.3.1.1. The Contractor shall provide the HANDS Consortium with access to as defined in section 12.3.2.1 for the duration of the SDLC. The Contractor shall work with Arizona WIC IT to interface the EBT System test environments with the HANDS test environments; and
- 12.3.1.2. The Contractor shall provide ten (10) stand-beside POS terminal and ten (10) PIN selection terminals for testing transactions and clinic operations. Arizona WIC IT will coordinate with the Contractor to configure the stand-beside POS terminals and PIN selection terminals to specific test environments.

12.3.2. Testing Environments,

- 12.3.2.1. The Contractor shall provide the following lower level EBT System environments:
 - 12.3.2.1.1. Development,
 - 12.3.2.1.2. Quality Assurance,
 - 12.3.2.1.3. User Acceptance Testing,
 - 12.3.2.1.4. Arizona Retailer,
 - 12.3.2.1.5. American Samoa Retailer,
 - 12.3.2.1.6. CNMI Retailer,
 - 12.3.2.1.7. Guam Retailer,
 - 12.3.2.1.8. Navajo Nation Retailer,
 - 12.3.2.1.9. Arizona Training.

- 12.3.2.1.10. American Samoa Training,
- 12.3.2.1.11. CNMI Training,
- 12.3.2.1.12. Guam Training, and
- 12.3.2.1.13. Navajo Nation Training.
- 12.3.2.2. The Contractor shall refresh the database upon request by the HANDS Consortium with five (5) business days notice;
- 12.3.2.3. All environments require access to the Gateway for retail transaction processing;
- 12.3.2.4. The UAT environment requires interfaces with the Participant Portal and IVR; and
- 12.3.2.5. Provide ten (10) POS terminals with PIN Pads, which connect to the Gateway.
- 12.3.3. Operations Tests,
 - 12.3.3.1. Life Cycle Testing:
 - 12.3.3.1.1. The Contractor shall provide system technology life cycle testing services for the duration of the Contract. The technology life cycle system test approach requires that the WIC EBT system, including any changes made to the WIC EBT system during the Contract period, shall be properly tested prior to being introduced into the production environment. The Contractor shall be required to meet the FNS system testing requirements, including the User Acceptance Testing (UAT) requirements,
 - 12.3.3.2. Contingency Testing:
 - 12.3.3.2.1. Contingency planning and testing ensures that essential (mission-critical) EBT operations shall continue if normal operations are disrupted at either the Contractor's or the HANDS Consortium's primary site. The HANDS Consortium has a fail-over site and requires that Contractor establish a fail-over site, with full computer systems and complete or near-complete back-ups of user data, for continued operations in case of failure at the primary operations site. The Contractor shall also specify the amount of time (length of outage) expected to move operations back to the primary system from the fail-over system. The HANDS Consortium also requires an escalation process that includes notification of the HANDS Consortium WIC Program Project Manager or designated staff. Post-incident recovery procedures and responsibilities are also required to facilitate the rapid restoration of normal operations at the primary site or, if necessary, at an alternate facility, following destruction, major damage or other significant interruptions of the primary site. During the operations phase, business

continuity and fail-over testing for each Consortium member system shall be conducted once per year. If necessary, an additional test may be requested during a given year, with testing not to exceed two tests in one (1) year,

12.3.3.3. Performance (Stress) Testing;

12.3.3.3.1. The purpose of this test is to ensure that there is sufficient capacity within the WIC EBT system to handle the expected volume of transactions from WIC vendors transmitting their WIC transactions to a central database. The Contractor shall use results from the stress test to formulate a system capacity model to determine the appropriate hardware and software requirements and configuration so that the WIC EBT system can accommodate the anticipated transaction volumes. Performance (stress) testing shall be conducted for the initial implementation of WIC EBT for the Arizona WIC Program. The Arizona WIC Program will provide the expected results of the performance test (The Arizona WIC Program will consider the use of production data of current clients for this test). Performance (stress) testing shall not be required for subsequent Consortium member implementations,

12.3.3.4. Security Control Testing; and

12.3.3.4.1. The Contractor shall utilize an outside third party auditor to conduct security audits annually showing compliance with security terms of the Contract. The Contractor shall provide the auditor(s) with administrative access to the EBT system. Upon request from the HANDS Consortium provide the results of those assessments/audits, including actions taken to address findings. The audits shall be conducted by qualified parties independent of the Contractor's IT organization. The audit and subsequent report may be conducted for the HANDS Consortium as a whole, and

12.3.3.5. Vulnerability Testing.

12.3.3.5.1. At least once per year, the Contractor shall perform vulnerability testing (assessment) on the WIC EBT system. The vulnerability assessment shall test the system to locate, diagnose, and correct areas of weakness that might make it susceptible in times of crisis, attack, or destabilization. The Contractor shall provide the HANDS Consortium with a summary report of the results of the vulnerability assessment and any corrective actions that need to be taken. Vulnerability testing shall be conducted for each Consortium member

12.4. Security Requirements;

12.4.1. Security Standards,

- 12.4.1.1. Security of the State's WAN and LANs are of utmost importance to the State of Arizona. In order to assure security from a personnel and operations perspective, Contractor shall comply with all requirements, in their entirety, as described in the statewide enterprise architecture, and statewide Information Technology security policies, standards and procedures: <https://aset.az.gov/resources/policies-standards-and-procedures>; and
- 12.4.1.2. In some instances, Contractor personnel will only be allowed inside of a State facility if accompanied by a State escort. This is applicable in the Correctional facilities, Public Safety facilities, State Lottery, or other facilities as designated by the State.

12.4.2. Security Framework,

- 12.4.2.1. The State of Arizona and its contractors are mandated to develop and implement a Cyber Security Framework (CSF) in accordance with National Institute of Standards and Technology (NIST) guidance. Contractor understands and agrees no other forms of Security Frameworks, Trust Documents, Self-Attestations, to include; ISO/IEC, SOC 2 & 3, PCI, or HIPAA reports of compliance are recognized nor accepted by State;
- 12.4.2.2. NIST SP 800-53 Rev. 4 guidelines can be located at: <https://csrc.nist.gov/publications/detail/sp/800-53/rev-4/final>;
- 12.4.2.3. Contractor shall comply with all applicable security requirements for Arizona Risk and Authorization Management Program (AZRamp):
 - 12.4.2.3.1. State reserves the right to conduct risk assessments, vulnerability assessments, black-box penetration tests or hire a third party to conduct risk assessments, vulnerability assessments, and black-box penetration tests of the Contractor's environment. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control, and
 - 12.4.2.3.2. Contractor will submit copies of system logs from Contractor's environment to State of AZ security team upon request to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).
- 12.4.2.4. Contractor shall comply with all applicable State and Federal laws and regulations, including, but not limited to:
 - 12.4.2.4.1. Federal Information Security Management Act of 2002 (FISMA),
 - 12.4.2.4.2. Federal Information Security Modernization Act of 2014 (FISMA),
 - 12.4.2.4.3. OMB Circular A-130,

- 12.4.2.4.4. Health Portability and Accountability Act (HIPAA) including Business Associate Agreement/ Health Information Technology for Economic and Clinical Health Act (HITECH).
 - 12.4.2.4.5. Tax Information Security Guidelines For Federal, State and Local Agencies: Safeguards for Protecting Federal Tax Returns and Return Information (IRS Publication 1075).
 - 12.4.2.4.6. A.R.S. 18-104 - Arizona Department of Administration, Arizona Strategic Enterprise Technology (ADOA-ASET), Powers and duties of the agency,
 - 12.4.2.4.7. A.R.S. 18-105 - Statewide information security and privacy office (SISPO),
 - 12.4.2.4.8. A.R.S. 18-552 - Notification of security system breaches; requirements; enforcement; civil penalty; preemption; exceptions.
 - 12.4.2.4.9. Arizona Executive Order 2008-10 – Mitigating Cyber Security Threats,
 - 12.4.2.4.10. State of Arizona statewide policies, standards and practices,
 - 12.4.2.4.11. SIPC Memorandum of Understanding (MOU),
 - 12.4.2.4.12. State Environmental policies,
 - 12.4.2.4.13. Family Education Rights Privacy Act (FERPA),
 - 12.4.2.4.14. Driver's Privacy Protection Act (DPPA),
 - 12.4.2.4.15. Incident Response Reporting program and system,
 - 12.4.2.4.16. Privacy Incident Reporting policy and standards,
 - 12.4.2.4.17. AZNET/SISPO escalation MOU and notification workflow/templates, and
 - 12.4.2.4.18. State of Arizona Library, Archives and Public Records, Records Management Division, General Retention Schedules
<http://www.lib.az.us/records/documents/pdf/State%20-%20management.pdf>.
- 12.4.2.5. ADHS recommends that the Contractor follow best practices of the Payment Card Industry (PCI) including but not limited to Supplemental Documents, Information Supplements, and Validation Requirements;
- 12.4.3. The Contractor shall be responsible for the implementation and maintenance of a comprehensive security plan for the WIC EBT system and operations. This program shall include the administrative, physical, technical, and systems controls that shall be implemented to meet the state and federal security requirements of the WIC EBT

system as defined in section 4. It is the expectation of the HANDS Consortium that the system of internal controls used to manage risks to the WIC EBT system and operations shall be based on electronic funds transfer (EFT) industry standards,

12.4.4. The Contractor shall ensure that the EBT system security level is established and maintained as defined in the Contract, including all work done by subcontractors,

12.4.5. The Contractor shall receive and process information that is classified by the HANDS Consortium as Confidential. Confidential information is consistent with the Federal designation of sensitive but unclassified. The loss, misuse, unauthorized access to, or modification of confidential information could adversely affect the conduct of Federal programs, or the privacy to which individuals are entitled,

12.4.6. The Contractor shall provide security controls consistent with PA-DSS, and with controls for high impact systems as described in NIST SP800-53,

12.4.7. Transaction Communications Security,

12.4.7.1. The WIC EBT system shall provide controls to ensure that EBT transaction communications are secure, including, at a minimum:

12.4.7.1.1. Files shall only be processed if they originate from HANDS, authorized WIC vendors, designated agents or TPPs,

12.4.7.1.2. Messages or files shall be validated for completeness, file and field formats and control and authentication measures,

12.4.7.1.3. The WIC EBT system, PIN selection devices and stand-beside POS solutions shall ensure that PINs are encrypted at the point of entry and never transmitted in the clear,

12.4.7.1.4. A cardholder's PIN shall not be selected or assigned by the WIC EBT system,

12.4.7.1.5. The WIC EBT PIN selection and terminal keys shall not be shared with other WIC State Agencies, and

12.4.7.1.6. The WIC EBT system shall support test keys to enable testing prior to WIC vendor, designated agent or TPP certification.

12.4.8. Information Security and Policy,

12.4.8.1. Security is critical to the WIC EBT system since the system contains sensitive financial information and shall adhere to network connectivity, access, authentication, and authorization techniques as defined by State of Arizona IT security standards (<https://aset.az.gov/resources/pspU12T>). In addition, the system shall adhere to federal security safeguards/countermeasures National Institute of Standards and Technology publication: (NIST 800-53 AC-6(10));

12.4.8.2. The Contractor shall assure the WIC EBT system provides controls to

protect confidential information against unauthorized access, use, modification and disclosure. At a minimum, Contractor shall abide by the following rules: and

- 12.4.8.2.1. Access to the system and information is enabled only for authorized users as defined by user roles and profiles,
 - 12.4.8.2.2. Shall not divulge data to any person except as necessary to conduct WIC EBT according to defined functions, or as required by law,
 - 12.4.8.2.3. Ensure that sensitive information is accounted for and securely stored before, during and after processing,
 - 12.4.8.2.4. Provide for internal controls through separation of duties and/or dual control of functions,
 - 12.4.8.2.5. Maintain adequate system documentation, software applications and operating procedures, and a System Security Plan. Comprehensive change management practices for all IT operations are documented and consistently followed, and
 - 12.4.8.2.6. Provide mechanisms within applications that enforce access controls against system tampering and/or unauthorized changes.
- 12.4.8.3. The Contractor shall notify the WIC Program Project Manager, WIC IT Project Manager and the BNPA Bureau Chief of any instances of non-compliance with security measures, security breach or a suspected breach immediately. Notification shall include a description of the non-compliance and corrective action planned and/or taken.

12.4.9. Facilities Physical Security, and

- 12.4.9.1. The Contractor shall use physical security to limit access to facilities used to process cards or data or house sensitive data. The Contractor shall abide by the following rules:
 - 12.4.9.1.1. Data center facilities shall be secured twenty-four (24) hours a day, every day of the year,
 - 12.4.9.1.2. Employee access to the data center facility shall be controlled by an electronic access system,
 - 12.4.9.1.3. Employee access to departments within the data center shall be controlled by an electronic access system,
 - 12.4.9.1.4. Guests, including vendors, shall sign in and shall be assigned a temporary guest badge for identification,
 - 12.4.9.1.5. Guests, including vendor service personnel, shall be escorted at all times,
 - 12.4.9.1.6. Tapes, disks, and other storage media shall be kept in a secure environment with access limited to authorized

staff.

- 12.4.9.1.7. Cooperate with the HANDS Consortium, which shall, on a yearly basis, conduct a test of the names of current employees against the names of individuals authorized for the HANDS Consortium's WIC EBT systems access, and any changes in the roles and responsibilities of said individuals,
- 12.4.9.1.8. No storage media shall leave the data site without prior management authorization,
- 12.4.9.1.9. Programming personnel, including contractors, shall be restricted from sensitive storage media unless prior management approval is obtained and access shall be granted on a need to know basis,
- 12.4.9.1.10. Data beyond the PIN may be secured using message encryption from the card terminal to the TPP by bilateral agreement,
- 12.4.9.1.11. Sensitive output shall be shredded prior to disposal, and
- 12.4.9.1.12. The WIC EBT system primary and fail-over processing sites shall be equipped with fire detection and suppression systems.

12.4.10. Card Stock Security.

The Contractor shall ensure the security of card stock in its possession and in the possession of subcontractors. Cards shipped by the Contractor shall be shipped using a method that can be tracked electronically by the HANDS Consortium.

13. WIC EBT Service Requirements

13.1. WIC Vendor Management Requirements;

- 13.1.1. The Contractor shall support the HANDS Consortium in promoting WIC EBT enablement for the HANDS Consortium's WIC vendors with IECRS by providing interface specifications and as-needed technical assistance during design, development and testing, and
- 13.1.2. WIC Vendor EBT Agreements.
 - 13.1.2.1. The Contractor shall obtain and maintain agreements with WIC vendors and TPPs, as applicable. The agreement shall include requirements to abide by the USDA FNS Operating Rules for WIC EBT dated September 2014 or the most recent version;
 - 13.1.2.2. WIC vendor and TPP agreements shall be between the Contractor and the WIC vendor or TPPs directly; the HANDS Consortium shall not be a party to WIC vendor/TPP agreements. The agreements shall describe the terms and conditions regarding the arrangements for use of the POS equipment and the operating procedures and rules. At a minimum, the agreements must include language that requires;

- 13.1.2.2.1. Compliance with the Consortium member regulations,
 - 13.1.2.2.2. Compliance with USDA FNS Operating Rules for WIC EBT dated September 2014 or the most recent version,
 - 13.1.2.2.3. Compliance with ANSI X9.93-2014,
 - 13.1.2.2.4. Compliance with X9.93 USDA-FNS Technical Implementation Guide (TIG) for online WIC EBT systems as defined by USDA-FNS,
 - 13.1.2.2.5. There shall be no charge to WIC authorized vendors, for authorization and settlement processing by the Contractor for EBT transactions,
 - 13.1.2.2.6. Only Agency-authorized WIC vendors may perform WIC transactions, and
- 13.1.3. Transaction Fees,
- The Contractor shall not assess transaction fees, set-up fees, usage fees or other fees to WIC vendors.
- 13.1.4. WIC Vendor Settlement and Customer Service Support,
- 13.1.4.1. The Contractor shall provide stand-beside WIC vendors with transaction, settlement and reconciliation support. At a minimum, the Contractor shall:
 - 13.1.4.1.1. Provide a toll-free number for stand-beside WIC vendors in Arizona, CNMI, Guam, and Navajo Nation to obtain information or support on transaction, settlement and reconciliation issues and to initiate disputes. WIC vendors located in American Samoa will call the American Samoan WIC Program to report settlement and reconciliation issues, and
 - 13.1.4.1.2. Provide a WIC vendor web-portal to stand-beside vendors for secure access to WIC vendor transaction and settlement information, as contained in the auto-reconciliation file, ACH history, WIC vendor contracts, and other information and links as agreed upon with the HANDS Consortium. The WIC vendor web-portal system must support and enforce the use of unique user IDs and secure multifactor authentication for all vendor web-portal activities.
- 13.1.5. Stand-Beside POS Terminal Provision and Support,
- 13.1.5.1. New Stand-beside POS Terminal Requests;

The Contractor shall provide stand-beside POS terminals to WIC vendors upon vendor request and approval by the Consortium member. The Contractor shall configure and test the stand beside POS solution within three (3) business days of receipt of the signed WIC vendor agreement. The Contractor shall inform the applicable Consortium member of any reports of issues with delivering, scheduling, and/or installing its stand-beside solution(s).

13.1.5.2. Support; and

13-1-5.2.1. Arizona and Navajo Nation,

13-1-5.2.1.1. The Contractor shall repair or replace (ship) a malfunctioning terminal within forty-eight (48) hours from receipt of report a request by a WIC vendor or Consortium member. The Contractor shall provide installation support via phone. The Contractor shall provide training on terminal set-up and use. Phone, and online training shall be available upon the WIC vendor's request. The Contractor shall provide a prepaid return label to return the malfunctioning terminal. The WIC Vendor or Consortium member has the option to receive the prepaid return label electronically or by mail;

13.1.5.2.1.2. The Contractor shall provide a twenty-four (24) hour toll-free line to WIC vendors for training and to report terminal malfunctions; and

13.1.5.2.1.3. The Contractor shall provide an email address for State Support to WIC Agency staff for ARU, customer support, and POS terminal issues.

13.1.5.2.2. American Samoa, CNMI and Guam,

13.1.5.2.2.1. The Contractor shall repair or replace (ship) a malfunctioning terminal within forty-eight (48) hours from receipt of report a request by a WIC vendor or Consortium member;

**13.1.5.2.2.2. Replacement Stand-Beside
POS Terminals;**

13.1.5.2.2.2.1. The Contractor shall provide a stock of replacement terminals to be held in stock for American Samoa, CNMI and Guam. If a terminal requires replacement, the Contractor shall provide written instructions on how to configure the stand-beside POS terminal,

13.1.5.2.2.2.2. The Consortium member will assume the responsibility of replacing the terminal and notifying the Contractor,

13.1.5.2.2.2.3. The Contractor shall ship a replacement terminal to the Consortium Member within two (2) business days, via standard shipping methods (e.g., Federal Express, UPS, DHL, etc.). Expedited shipping will only be required if several terminals fail within a short period of time.

13.1.5.2.2.2.4. The shipping package shall

include the labels/materials required for the Consortium member to ship the malfunctioning terminal back to the Contractor.

13.1.5.2.2.3. The Contractor shall provide a twenty-four (24) hour toll-free line to WIC vendors in Guam and CNMI for training and to report terminal malfunctions; and

13.1.5.2.2.4. The Contractor shall provide an email address for State Support to WIC Agency staff for ARU, customer support, and POS terminal issues.

13.1.5.3. Onsite Support.

Each HANDS Consortium member shall have the option to request an onsite support from the Contractor.

13.1.5.3.1. Arizona and Navajo Nation shall have the option to request onsite support in intervals of two (2) business days from the Contractor, and

13.1.5.3.2. American Samoa, CNMI, and Guam shall have the option to request onsite support in intervals of five (5) business days from the Contractor.

13.1.6. Technical Support, and

13.1.6.1. The Contractor shall support the HANDS Consortium in testing WIC vendor IECRS, and TPPs, as applicable, to enable system certification by the HANDS Consortium. As part of this support, The Contractor shall provide certification test scripts to validate all ECR/POS functionality for HANDS Consortium review and approval and test cards in the WIC EBT system with the HANDS Consortium's approval. The Contractor shall provide updated reports on IECRS found at retail locations to the HANDS Consortium as changes to vendor systems are encountered so that recertification activities can be scheduled; and

13.1.6.2. The Contractor shall provide the technical interface specifications, pre-approved by FNS and necessary for the interface with the WIC EBT system, to WIC vendors, their designated agents (e.g., corporate headquarters) and/or their TPPs and the HANDS Consortium.

13.1.7. Wireless EBT Transactions.

- 13.1.7.1. The HANDS Consortium wishes to extend to WIC EBT capabilities to include wireless transactions including curbside pickup and other innovative technologies;
 - 13.1.7.2. The Contractor shall certify that the wireless EBT transactions meet the FNS September 2014 Operating Rules;
 - 13.1.7.3. The Contractor shall provide the HANDS Consortium with an option for wireless terminals that are certified to process eWIC transactions; and
 - 13.1.7.4. The Contractor's solutions shall meet Wireless Application Protocol (WAP) standards for wireless EBT/payment transactions as defined in section 4.
- 13.2. Cardholder Customer Services Requirements:
- 13.2.1. Arizona, CNMI, Guam and Navajo Nation Customer Services,
 - 13.2.1.1. The Contractor's Help Desk shall provide toll free cardholder access to customer services with sufficient capacity to provide services in both English and Spanish. The Cardholder Help Desk shall access translation services, such as the Language Line, for all additional languages. The toll-free number shall be transferred to the applicable Consortium members at the end of the contract. The Help Desk shall include teletypewriter (TTY) capability provided to participants with hearing disabilities. If a Consortium member determines it will allow calls from pay phones, any fees associated with such calls will be invoiced to the Consortium member as a pass-through cost. The toll-free number shall be separate number from the SNAP customer service number. The HANDS Consortium prefers that the cardholder customer service center be located in the continental United States;
 - 13.2.1.2. As an option for the Arizona and Navajo Nation WIC Programs, the Contractor shall generate and mail a replacement card to the cardholder within two (2) business days of cardholder request. The cardholder will request the replacement card by speaking to a live customer service representative. The Contractor shall mail the replacement card to the cardholder using the United States Postal Service standard mail. The cardholder shall receive the replacement card within seven (7) business days;
 - 13.2.1.3. Automated Response Unit (ARU); and
 - 13.2.1.3.1. The initial contact with WIC EBT Cardholder Help Desk services shall be with the cardholder ARU which shall support balance inquiries, PIN selection and changes, transaction history as well as provide access to live customer service. The ARU shall be available twenty-four (24) hours per day, seven (7) days per week, 365 days per year (24x7x365). The Contractor shall submit for review and approval scripts used by the ARU and shall be configured to provide a choice between

English and Spanish. The ARU shall allow each Consortium member to select an introductory messaging (e.g., food recalls, emergency or disaster information, etc.),

13.2.1.3.2. At a minimum, cardholder ARU functions shall include, and

13.2.1.3.2.1. Transfer of a caller to customer service for report of a lost/stolen/damage card;

13.2.1.3.2.2. Current Balance Inquiry: 'Current Balance' shall provide real-time account balance information;

13.2.1.3.2.3. PIN Selection or PIN Change: Cardholders shall have the option of selecting or changing their PIN via a single call to the ARU; and

13.2.1.3.2.4. Transaction History: Provide the dates of the last two (2) transactions, either issuance or purchase.

13.2.1.3.3. The Contractor shall provide a monthly statistical call volume report including the call type and length.

13.2.1.4. Live Customer Service.

13.2.1.4.1. The Contractor shall provide live customer services, both English and Spanish, as a secondary means of customer support, after accessing the ARU. Live customer services shall access translation services, such as the Language Line, for all additional languages. Live customer services shall be used primarily for reporting a lost, stolen or damaged card. It is the intent of the HANDS Consortium to direct policy questions to the Partner's WIC Agencies or clinics. As an option, each Consortium member may have live customer service in alternative languages other than English or Spanish, and

13.2.1.4.2. Live customer services shall be offered twenty-four (24) hours per day, seven (7) days per week, 365 days per year (24x7x365).

13.2.2. American Samoa Customer Service, (Not applicable to Guam)

13.2.2.1. The use of toll free lines is not available in American Samoa. It is the intent of the American Samoa WIC Program to respond to

customer inquiries and services at its central office and clinic locations and through a customer help line that will be managed by the central office; and

13.2.2.2. As an option, if the American Samoa WIC program so chooses, the Contractor shall provide a non-toll free number for calls to the ARU and live customer services. In its response, the Contractor shall provide statistics on average call volumes and call lengths as experienced by other WIC Programs. The Contractor shall provide a cost per call for American Samoa cardholder calls to the customer service center.

13.2.3. Participant Web-Portal,

13.2.3.1. The WIC EBT system shall provide secure web based cardholder and/or participant access to WIC information to request PIN changes, balance inquiries and transaction histories, and other functions reasonable to the application, as well as links to other sites as designated by the Consortium member; and

13.2.3.2. Each State Agency shall have the option of having the link to the Participant Web-portal on the state's WIC Page.

13.3. Change Management Services;

The Contractor shall establish and follow a formal change management process to encompass remedial, conforming, and enhancing changes.

13.3.1. Remedial Changes,

13.3.1.1. Remedial changes are changes needed to make the system perform/function in the way it was designed; such changes shall be executed in a mutually agreed upon timeframe and in accordance with guidelines set forth in the agreed upon change management plan. Either the HANDS Consortium or the Contractor may identify the need for a remedial change. If the Contractor identifies a problem requiring a remedial change, the Contractor shall immediately notify the WIC Program Project Manager and designated staff from each Consortium member. If the change is made immediately, the Contractor shall notify the WIC Program Project Manager and designated staff from each Consortium member no later than one (1) business day following the implementation of the change. The Contractor shall work with the HANDS Consortium, to include testing, to ensure that a remedial change shall not impact WIC EBT system functionalities. Remedial changes shall be made at no cost to the HANDS Consortium.

13.3.2. Conforming Changes,

13.3.2.1. Conforming changes are changes needed to adapt the system to changes in requirements that result from Federal or State regulation, federally mandated changes and changes to the USDA FNS Operating Rules for WIC EBT dated September 2014 or the most recent version.

13.3.3. Enhancing Changes,

13.3.3.1. Enhancing changes are changes that are not remedial or conforming changes, including changes that shall enhance performance, provide new functionality, improve cost-effectiveness or improve efficiency and ongoing operation or program maintenance. Enhancing changes may be initiated by the HANDS Consortium or the Contractor. Enhancing changes initiated by the HANDS Consortium must be authorized by the HANDS Consortium WIC Program Project Manager.

13.3.4. Testing of System Modification,

13.3.4.1. The Contractor shall ensure that all changes and modifications to the WIC EBT system are fully and successfully tested prior to migrating the change into the production environment.

13.3.5. Change Order Process,

13.3.5.1. Changes requested by the HANDS Consortium to the system/program baseline and conforming changes shall be initiated using the Change Order process defined in the Contractor's Change Management Plan and approved by the HANDS Consortium. All change orders must originate from the HANDS Consortium WIC Program Project Manager or designee; and

13.3.5.2. The HANDS Consortium shall monitor implementation of the approved changes through routine program management including scheduled status reports, request modifications, etc. Upon authorization of the change, the Contractor shall include the change in work plans, allocate resources as appropriate, and shall provide ongoing status reports, as part of the regular status report, with hour and cost accounting (if any) to the HANDS Consortium until such time as the change has been completed and accepted by the HANDS Consortium.

13.3.6. Change Requests from HANDS Consortium,

13.3.6.1. For enhancing change requests initiated by the HANDS Consortium, the Contractor shall provide a cost estimate, by hour, utilizing the hourly rate provided in the Price Sheet within six (6) weeks of the finalized change request. The hourly rate shall be a blended, fully-loaded rate for all staff, meaning one (1) hourly rate that shall include any design, development, testing, or other work necessary, and include over-head costs. The Contractor shall respond to system enhancement change requests with estimated hours and cost within six (6) weeks of receiving the finalized request;

13.3.6.2. Upon completion of a Change Order, the Contractor shall provide the HANDS Consortium with a statement that details the number of hours used toward the Change Order and how those hours were used; and

13.3.6.3. The HANDS Consortium shall designate Change Orders as low, medium or high priority. It is expected that work on low priority changes shall begin within 180 calendar days of written approval by the HANDS Consortium. It is expected that work on medium priority Change Orders shall be initiated by the Contractor within sixty (60) calendar days of written approval by the HANDS Consortium and that work on high priority Change Orders shall be initiated by the Contractor within thirty (30) calendar days of written approval by the HANDS Consortium. All change requests shall include agreed upon start and completion dates. The Contractor shall provide a written agreed upon plan, specifying the progress of each phase identified: Design, Development, Testing, and Implementation.

13.3.7. Changes Initiated by the Contractor,

13.3.7.1. The Contractor shall provide the HANDS Consortium with advance notice of all self-initiated changes to the EBT system. The Contractor shall coordinate all non-remedial changes to the system with the HANDS Consortium WIC Program Project Manager or designee. Non-remedial changes shall be implemented at a time agreed upon with the HANDS Consortium, so that the availability and participation of HANDS Consortium and IT staff can be ensured. The HANDS Consortium shall be notified, in advance, of any known impacts the changes shall have to WIC EBT or HANDS functionality, file formats, screens, reporting, performance or any other areas. The Contractor shall work with the HANDS Consortium, to include testing, to ensure that Contractor-initiated changes do not unintentionally impact the HANDS Consortium functionalities, file formats, screens, reporting, performance, or any other areas.

13.4. Disaster Response Support;

13.4.1. The Contractor must be prepared to implement a disaster WIC EBT system to deliver benefits. The Contractor shall provide necessary systems and procedures to ensure that it can provide continuation of benefit issuance,

13.4.2. During the design phase, the Contractor shall conduct JAD sessions with the consortium in order to determine requirements for EBT disaster recovery. Disaster recovery planning will focus on system availability planning and options, issuance procedures, system recovery options, post-disaster activities, communication plan, and timing, and

13.4.3. Disaster Services.

13.4.3.1. Cardholder Support Services;

13.4.3.1.1. The Contractor shall provide the following disaster or emergency services:

13.4.3.1.1.1. Customer Service Support During a Disaster: In the event of a disaster, Contractor shall provide the same scope of services to cardholders for the

ARU and live customer service. The ARU shall have a specific disaster script that has been approved by the HANDS Consortium. Because call volumes shall likely increase, the Contractor shall increase the number of customer service representatives (CSRs) available to support cardholders. CSRs should be alerted when accessing the cardholder's record that the cardholder resides in the disaster area.

13.4.3.2. WIC Vendor Support Services; and

13.4.3.2.1. The Contractor shall provide the following WIC vendor support services,

13.4.3.2.2. WIC Vendor Site Survey: Upon notification by the HANDS Consortium of a disaster, the Contractor shall survey selected WIC vendor locations to determine the level of service that can be provided to cardholders because of equipment outage or other factors. The Contractor shall provide geographical mapping of the operational and non-operational locations. The Contractor shall ensure that CSRs are aware of which benefit redemption points are not operational during and after the disaster in order to direct cardholders to appropriate locations, and

13.4.3.2.3. Increased WIC Vendor Customer Service: In the event of a disaster, the Contractor shall provide the same scope of services to WIC vendors for the WIC vendor call center. The call center shall have a specific disaster scripts that have been approved by the HANDS Consortium. Because call volumes shall likely increase, the Contractor shall increase the number of CSRs to support WIC vendors and meet expected performance standards.

13.4.3.3. Technical Support in a Disaster.

13.4.3.3.1. In a disaster, the Contractor shall provide the following technical support as directed by the HANDS Consortium,

13.4.3.3.1.1. HANDS Interface Support: The Contractor shall support the recovery of the HANDS Consortium's eligibility and EBT interface systems at a fail-over site in the event of a disaster at the HANDS Consortium's

primary data center. This support shall consist of providing connectivity to the HANDS Consortium's fail-over site to support the transmission of data files and reports between HANDS and the Contractor. The Contractor shall provide support to the HANDS Consortium in ensuring that benefits are still being provided to cardholders through the WIC EBT system during the recovery of HANDS. Following the declaration of a disaster by the HANDS Consortium and movement to a back-up data center, the Contractor shall work with the HANDS Consortium technical staff to provide WIC EBT administrative system support; and

- 13.4.3.3.1.2. Administrative System Access: In the event the HANDS Consortium's eligibility system or the traditional interface is not accessible, the HANDS Consortium shall have access to the WIC EBT system through the internet. The Contractor shall provide the appropriate passwords, access and software components, and training and related documentation/staff training materials explaining how to use the Contractor's system prior to the disaster situation.

14. Hardware and Materials Requirements

This section provides the requirements for hardware and materials required from the Contractor.

14.1. WIC EBT Cards;

- 14.1.1. The Contractor shall provide the WIC EBT card,
- 14.1.2. The Contractor shall:
 - 14.1.2.1. Produce the card according to specifications (section 14.1.4);
 - 14.1.2.2. Distribute/deliver cards to designated Consortium member (American Samoa, CNMI and Guam) or local agency/clinic (Arizona and Navajo Nation) locations for over-the-counter issuance; and
 - 14.1.2.3. Maintain WIC EBT card data within the EBT System.

14.1.3. WIC EBT Card Standards,

The Contractor shall ensure that the HANDS Consortium's WIC EBT cards are designed to comply with specifications that include the latest version of the USDA FNS Operating Rules for WIC EBT dated September 2014 or the most recent version (WIC EBT Card appearance and requirements), and the International Standards Organization (ISO) 7810:2003, Identification cards – Physical Characteristics and ANSI specifications and standards relating to cards used for financial transactions.

14.1.4. Card Specifications, and

14.1.4.1. Card Design;

The Contractor shall use the card design provided by each Consortium member. The WIC EBT card shall contain a mark, brand or wording that identifies it as being associated with the applicable Consortium member. Such identification is to be agreed upon with each of the Consortium members. The WIC EBT card shall not contain the mark or brand of any debit/credit network without approval of FNS.

14.1.4.2. Card Obverse;

14.1.4.2.1. The obverse (front) of the card shall have the following features:

14.1.4.2.1.1. Graphics approved by the Consortium member using a four-color printing process; and

14.1.4.2.1.2. The PAN shall be printed on the card using contrasting color for readability.

14.1.4.3. Card Reverse;

14.1.4.3.1. The reverse of the WIC EBT card shall have a high coercivity magnetic stripe and a lamper-evident signature panel. The reverse of the WIC EBT card shall have printed information as specified by the applicable Consortium member.

Table 3: EBT Card Track 2 Layout

Field No.	Field Name	Field Length
1	Start Sentinel	1
2	Primary Account Number	16
3	Field Separator	1
4	Expiration Date	4
5	Service Code	3
6	Card Authorization Value	3
7	Discretionary Data	2
9	Longitudinal Redundancy Check	1

- 14.1.4.4. Track 2 Format; and
Track 2 of the magnetic stripe shall be encoded according to ISO standard for financial cards: ISO 7811, 7812 and 7813.
- 14.1.4.5. Primary Account Number (PAN).
 - 14.1.4.5.1. The Primary Account Number (PAN) is a sixteen (16) digit numeric field that provides the means of identifying the person to whom the card was issued. The PAN of the WIC EBT card shall use the Consortium member's Bank Identification Number/Issuer Identification Number (BIN/IIN). The PANs for new cards shall not duplicate any Contractor's card numbers already in use. The following layout shall be used for the PAN:
 - 14.1.4.5.1.1. Position 1-6 BIN/IIN;
 - 14.1.4.5.1.2. Position 7-9 Discretionary;
 - 14.1.4.5.1.3. Position 10-15 Cardholder ID; and
 - 14.1.4.5.1.4. Position 16 Check Digit.
- 14.1.5. Provision of Cards.
 - 14.1.5.1. The Contractor shall deliver WIC EBT cards to Consortium members or designated local agencies/clinics for over-the-counter card issuance. The Contractor shall maintain the following card distribution and inventory controls; and
 - 14.1.5.1.1. Cards shall be shipped with logical numbering and inventory lists,
 - 14.1.5.1.2. Cards shall be packed in sealed sleeves, not to exceed 250 cards per sleeve, and
 - 14.1.5.1.3. Cards shall be packed in numeric sequence from lowest to highest.
 - 14.1.5.2. The Consortium members shall retain ownership of all Consortium members' WIC EBT cards produced and not issued at the end of the contract term.
- 14.2. Clinic PIN Selection Terminals;
 - 14.2.1. Provision of Terminals,
 - 14.2.1.1. The Contractor shall provide a PIN selection terminals that is compatible with the EBT system;
 - 14.2.1.2. The PIN selection device shall have the software capabilities to interface with HANDS for PIN selection. The PIN Pad shall send the encrypted PIN from HANDS to the EBT System; and

14.2.1.3. Technical Standards;

14.2.1.3.1. The PIN selection devices shall conform to the following standards:

14.2.1.3.1.1. PIN security and management shall conform to ISO 9564;

14.2.1.3.1.2. The PIN selection device shall accept and securely encrypted 4 digit PINs;

14.2.1.3.1.3. The PIN selection device shall not display the PIN in text, print, or electronically record or write out the PIN; and

14.2.1.3.1.4. The PIN shall be encrypted using a cryptographic technique that meets or exceeds the cryptographic strength of 3DES using double keys, or using PCI point to point encryption (PCI P2PE).

14.3. Stand-aside POS Solutions;

14.3.1. The Contractor is required to provide stand-aside POS terminals to the HANDS Consortium's authorized WIC vendors. The Contractor shall specify the brand and model of the stand-aside terminal. The Contractor shall lease stand-aside Point of Sale (POS) terminals to the HANDS Consortium's authorized WIC Vendors. The Stand-aside POS solution lease shall include configuration, deployment, training, maintenance, and customer service,

14.3.2. Stand-aside POS terminal requirements, and

14.3.2.1. The Contractor shall provide a stand-aside POS terminal to WIC vendors upon vendor request and approval by the Consortium member. The solution shall abide by the following guidelines:

14.3.2.1.1. The solution shall have a PIN pad consistent with current industry standards for hardware encryption as defined in ISO 9564 standard,

14.3.2.1.2. The solution shall be able to manage a minimum of three (3) WIC State Agencies including APLs and BIN numbers,

14.3.2.1.3. The solution shall be able to utilize the APL and other Consortium member specifications that may apply,

14.3.2.1.4. The solution shall download the APL automatically every twenty-four (24) hours and have the ability to download the APL on demand,

- 14.3.2.1.5. The solution shall support a training mode,
 - 14.3.2.1.6. The solution shall support either or both high speed and dial connections,
 - 14.3.2.1.7. The solution shall support the full WIC EBT transaction set,
 - 14.3.2.1.8. The solution shall have a price memory function that can be utilized at the option of the WIC vendor,
 - 14.3.2.1.9. The solution shall support the entry of multiple discounts on a single transaction,
 - 14.3.2.1.10. The solution shall allow fresh fruits and vegetable PLUs to be mapped to a single generic code,
 - 14.3.2.1.11. The solution shall provide support for split tender,
 - 14.3.2.1.12. The solution shall have the capability to process a maximum of fifty (50) WIC items (unique UPCs) in a single purchase,
 - 14.3.2.1.13. The solution shall fully validate the purchase transaction locally before transmitting it to the WIC EBT system,
 - 14.3.2.1.14. The solution shall reverse the transaction if no response is received prior to sending the next transaction,
 - 14.3.2.1.15. The solution shall provide WIC EBT receipts (customer and store) that meet FNS receipt requirements,
 - 14.3.2.1.16. The solution shall provide lane, clerk, and store totals reporting,
 - 14.3.2.1.17. The solution shall support reconciliation with the WIC EBT system,
 - 14.3.2.1.18. The solution shall include the necessary peripherals and software to read UPCs and PLUs, and
 - 14.3.2.1.19. The stand-beside solution shall be tested and certified for WIC EBT for use by vendors prior to installation at WIC vendor locations.
- 14.3.3. Stand-beside POS Terminal Service Level Agreement,
- 14.3.3.1. For the duration of the lease, the Contractor shall provide maintenance and customer service support for the stand-beside terminals accessible through a toll free phone number;

- 14.3.3.2. **Arizona and Navajo Nation;**
 - 14.3.3.2.1. When a stand-beside POS terminal requires replacement, the Contractor shall ship replacement stand-beside POS terminals overnight to Arizona and Navajo Nation WIC Vendors.
- 14.3.3.3. **American Samoa, CNMI, and Guam;**
 - 14.3.3.3.1. The Contractor shall provide American Samoa with five (5) replacement stand-beside POS terminals, CNMI with five (5) replacement stand-beside POS terminals, and Guam with five (5) replacement stand-beside POS terminals, which will be stored on-site at each WIC State Agency. The Contractor shall provide instructions for configuring the stand-beside POS terminal for any WIC Vendor, and
 - 14.3.3.3.2. When a stand-beside POS terminal requires replacement, the Contractor shall assist the WIC State Agency with configuring the replace stand-beside POS terminal. The WIC State Agency will provide the replacement stand-beside POS terminal to the WIC Vendor and retrieve the malfunctioning stand-beside POS terminal. The WIC State Agency will return the malfunctioning stand-beside POS terminal to the Contractor.

15. Contract Close-out Requirements

15.1. Contract Closeout Expectations;

- 15.1.1. During the Term of the Contract, the Contractor shall work with the HANDS Consortium and any other organization designated by the HANDS Consortium in a professional manner to facilitate an orderly, smooth, and timely transition of services at the end of the Consortium members' contract terms, the following services shall be provided:
 - 15.1.1.1. The Contractor shall coordinate with the next/new Implementation and Processing Services Contractor on migration of customer service functions on the night of database conversion;
 - 15.1.1.2. The Contractor shall provide the HANDS Consortium the right to serve as a mediator between the current and new Implementation and Processing Services Contractors, Subcontractors, WIC vendors and TPPs. The HANDS Consortium shall have the right of final decision in disagreements between the current Contractor and the new WIC EBT Implementation and Processing Services Contractor;
 - 15.1.1.3. The Contractor shall allow for fallback to its WIC EBT system in case of database conversion failure or other failures when converting to the new system;

- 15.1.1.4. The Contractor shall perform any and all necessary database cleanup, to be completed six (6) months prior to the end of the Contract Term and once cleanup is complete shall ensure data is maintained in a manner that shall support transition to the new WIC EBT Implementation and Processing Services Contractor;
- 15.1.1.5. The Contractor shall perform a final reconciliation of the WIC EBT system within one (1) month following the transition to the new WIC EBT Implementation and Processing Services Contractor. The Contractor shall inform the Consortium member of any errors, discrepancies and outstanding disputes; and
- 15.1.1.6. The Contractor shall allow for the Consortium members to purchase of any leased hardware, if the Consortium member so chooses, at depreciated cost. The Contractor and HANDS Consortium shall agree upon a cost depreciation model.

15.2. Data Transfer;

- 15.2.1. Database conversion shall occur statewide at a time and date agreed upon between the Consortium member, FNS, and the current and future WIC EBT Implementation and Processing Services Contractors. The Contractor shall cooperate in at least three (3) practice run tests of database conversion, however additional tests may be required if issues are discovered upon completion of the practice runs.
- 15.2.2. The Contractor shall be prepared to transfer up to five (5) years of data to the succeeding/new WIC EBT Implementation and Processing Services Contractor at the end of Contractor's Contract with the Consortium member,
- 15.2.3. At a minimum, the transferred data shall include the complete history of,
 - 15.2.3.1. Local WIC agency/clinic Profiles;
 - 15.2.3.2. WIC Vendor Profiles;
 - 15.2.3.3. Authorized User Profiles;
 - 15.2.3.4. EBA Data;
 - 15.2.3.5. Card Data;
 - 15.2.3.6. PIN Data;
 - 15.2.3.7. Transaction Data;
 - 15.2.3.8. File Transfer Data;
 - 15.2.3.9. Category/Subcategory Data;
 - 15.2.3.10. UPC/PLU Data;
 - 15.2.3.11. NTE Data;
 - 15.2.3.12. APL Data;
 - 15.2.3.13. ARF Data; and

15.2.3.14. Settlement Data.

15.3. Additional Activities;

15.3.1. Additional closeout activities include, but may not be limited to the following:

- 15.3.1.1. The cardholder ARU toll-free number shall be transferred to the Consortium member or designated recipient;
- 15.3.1.2. The Consortium members shall retain ownership of any and all the Consortium member EBT cards produced and not issued at the end of the contract term, including cards produced and not yet shipped by the Contractor;
- 15.3.1.3. The Consortium member's BIN/IN shall be made available for use by the new WIC EBT Implementation and Processing Services Contractor at the end of the Contract Term; and
- 15.3.1.4. The Contractor shall provide the HANDS Consortium an electronic record on a portable token (e.g., external hard drive, CD, flash drive) of all system-related documents prepared for the HANDS Consortium and held in the document library.

16. Optional Services

16.1. NAP EBT; (Not applicable to Guam)

- 16.1.1. The American Samoa and CNMI Nutrition Assistance Programs (ASNAP and NAP, respectively) are currently providing benefits through paper issuance. As an optional service, ASNAP and NAP are interested in implementing EBT in conjunction with the WIC EBT implementation effort. Within this section, these Programs are referred to as NAP Programs.
- 16.1.2. At any time during the WIC EBT Contract, American Samoa and/or CNMI may contract for ASNAP or NAP EBT services.
- 16.1.3. Unless otherwise specified in the NAP Requirements or unless there is an obvious conflict, the requirements specified in SOW Sections 3.1 through 3.7 shall apply to ASNAP and NAP EBT.
- 16.1.4. American Samoa Nutrition Assistance Program (ASNAP), and
 - 16.1.4.1. The American Samoa Nutrition Assistance Program (ASNAP) is a USDA grant funded program administered by the American Samoa Department of Human and Social Services. The program currently has 4,500 participants. The program is limited to individuals who are blind, disabled or elderly. Once determined eligible, participants will receive benefits for a period of six (6) months. After that period the participant must be recertified for eligibility. Benefits are provided monthly to participants. Currently benefits are issued over the counter as paper coupons. The monthly benefit value received ranges from \$64 - \$160 based on the income of the participant;

- 16.1.4.2. There are approximately 102 ASNAP authorized retailers. These retailers accept the ASNAP coupons as tender for food purchases. Coupons are deposited by the retailers at the bank similar to the process used by the WIC Program. The State Agency bank returns the deposited coupons to the ASNAP Program for reconciliation. As a grant program, ASNAP maintains funding for coupon redemption in a State Agency bank account; and
 - 16.1.4.3. All of the authorized WIC vendors are also ASNAP authorized. Like WIC, it is anticipated that the majority, if not all, ASNAP retailers will use State Agency provided stand-beside equipment. For those retailers that accept both ASNAP and WIC it is expected that the State Agency stand-beside POS support both programs.
- 16.1.5. CNMI Nutrition Assistance Program (NAP),
- 16.1.5.1. The CNMI Nutrition Assistance Program (NAP) is a USDA grant funded program administered by the CNMI Department of Community and Cultural Affairs. The program provides benefits to households and determines eligibility based on income resources. In addition, the NAP also determines eligibility based on criteria of citizen or alien status, and having equal or less in resources limits, i.e. accessible bank assets. The program currently has 3,393 households (Saipan: 3,123; Tinian: 152; Rota: 116; and Northern Islands: 2). Once determined, eligible households will receive benefits for varying periods depending on their circumstances: those with \$0 income are eligible for three (3) months; those with some income are eligible for six (6) months; and those with a disability are eligible for twelve (12) months. After the applicable period the household must be recertified for eligibility;
 - 16.1.5.2. Benefits are paper coupon booklets that are issued over the counter. Benefits are divided into coupons that can be used on local food products only and those that can be used on any food product. The split between local and non-local benefits is 30/70: 30% must be spent on local products and 70% can be used on either local or all other food products and certain eligible non-food items. To accomplish this, NAP issues two (2) different types of coupon booklets color coded to identify the type of foods eligible for purchase. The total monthly benefit value received ranges from \$20 - \$1,460 depending on household size (\$1,460 is for a household of 15). Currently, benefits expire at the end of each quarter. For example benefits issued in January, February and March expire at the end of March;
 - 16.1.5.3. Benefits are issued from the NAP office in Saipan for households located in Saipan. Issuance for these households occurs on the first through the sixth business day of the month. For participants on Tinian and Rota, benefits are issued out of the Saipan office and taken to Tinian and Rota for distribution once a month. NAP benefits on Tinian are issued two (2) business days preceding the issuance month and on Rota one (1) business day preceding the issuance month. Benefits are distributed on Tinian and Rota prior to Saipan;

- 16.1.5.4. As part of the redemption process, NAP authorized retailers utilize redemption certificates provided by the NAP office. The certificates look similar to bank deposit slips (four [4] carbon copies) which are required to be filled out by the retailer upon redemption. This information includes the business name of the authorized retailer, the value and breakdown of NAP coupons redeemed, the date, and the signature and title of the official of the firm redeeming the NAP coupons. The redemption certificates along with the associated NAP coupons are deposited in to the retailer's bank account to receive cash credit or cash. The retailer's bank immediately sends the redemption certificate along with the coupons to the Redemption Agent (which is currently the Bank of Hawaii) to compensate the initial bank's cash credit or cash transaction made on behalf the authorized retailer; and
- 16.1.5.5. There are approximately 113 authorized NAP retailers on Saipan, eight (8) on Tinian, and seven (7) on Rota. All of the fourteen (14) authorized WIC vendors are also NAP-authorized. Like WIC, it is anticipated that the majority of NAP retailers will use State Agency provided stand-beside equipment. For those retailers that accept both NAP and WIC it is expected that the State Agency stand-beside POS support both programs.
- 16.2. General Requirements;
- 16.2.1. The books, records, documents, and accounting practices of the Contractor relevant to this Contract shall be subject to audit at any reasonable time and upon reasonable notice by the NAP Program, USDA, or their duly appointed representatives. These requirements are found in the FNS regulations at 7 CFR 277.17 and 7 CFR 277.18(k). These requirements include the records and facilities of any subcontractors. In the event of any audit, claim, negotiation, litigation or other action, records shall be retained for the duration of the event,
- 16.2.2. If NAP EBT is implemented Federal Regulation 7 CFR 274.12 (j) (5) requires a SAS 70 examination of the Contractor regarding the issuance, redemption, and settlement of NAP benefits be performed annually. The Contractor shall have an annual SAS 70 or other acceptable audit performed on its EBT operations, and shall provide an electronic and up to three (3) hard copies of the written report to the NAP Program and to FNS. Annual SAS 70 audits may be shared if the NAP EBT systems are under the same control environment and on the same platform,
- 16.2.3. In addition:
- 16.2.3.1. The Contractor shall ensure that the NAP EBT system and services comply with the FNS performance and technical standards as specified in CFR § 274.12;
- 16.2.3.2. The Contractor shall ensure that the NAP EBT system complies with the QUEST® Operating Rules;
- 16.2.3.3. The Contractor will be responsible for the authorization of cardholder initiated NAP transactions. The Contractor shall comply with ANSI X9.58-2007 and ISO 8583 and shall comply with all updates to ANSI X9.58-2007 and ISO 8583 at no additional cost to the NAP Programs; and

16.2.3.4. The Contractor shall support the Federal national interoperability requirement for processing interoperable NAP transactions.

16.3. Account Management;

16.3.1. It is anticipated that the NAP accounts will be managed using the same parameters as with SNAP accounts for other State Agencies, including aging and expungements, and

16.3.2. American Samoa and CNMI have not determined whether they will use manual vouchers for NAP. Toll free numbers cannot be used in American Samoa, making manual voucher authorizations difficult. The NAP Programs have also not determined whether they will allow proxy cards to be issued to an EBT account.

16.4. Data Files;

16.4.1. NAP Programs authorize their own vendors and maintain funding in a State Agency bank account. During system design it will be determined how file data transfers will occur that will enable the EBT system to recognize authorized retailers and to settle funds to authorized retailer accounts.

16.5. Other WIC EBT Services.

16.5.1. The Inter Tribal Council of Arizona, Inc. (ITCA) is a 501(c)(3) non-profit corporation that administers WIC as a state agency. ITCA WIC provides services to an average of 9,500 clients per month through 11 Tribal local agencies and 1 urban Indian health center. Through the local agencies, ITCA WIC operates 14 permanent clinic sites and 50 mobile sites on reservations throughout Arizona and in the Phoenix and Tucson urban areas. ITCA WIC contracts with 150 vendors that redeem the benefits issued to clients each month. Vendors range from small reservation based trading posts to large super centers. ITCA WIC is a member of the Multistate Consortium (MSC) with the States of Kansas and New Hampshire. The MSC operates a .NET based computer system developed by CQuest America, Inc. for certifications, issuance of benefits, vendor management and reporting,

16.5.2. The District of Columbia WIC program (DC WIC) serves approximately 15,000 enrolled. There are four local agencies operating approximately 17 local agency clinic sites. The DC WIC Program is currently operating the CARES management information system but is moving forward in the procurement of HANDS. DC WIC is not currently utilizing EBT services but will do so after awarding a contract to implement HANDS, and

16.5.3. ITCA WIC and DC WIC shall have the option to utilize any or all EBT products or services listed in this contract via separate contracts as specified in the Special Terms and Conditions section following this Statement of Work by referencing the EBT products and services in this contract as needed. All implementation fees will be quoted and negotiated individually based on requirements identified by ITCA WIC and/or DC WIC.

17. Requirements

The Contractor shall:

17.1. Or its designated financial institution shall have an originating and receiving membership in the national ACH network to support the settlement function. In order to promote the acceptance

of EBT transactions, the Contractor shall be required to provide evidence of its own or its designated financial institution's ability to fulfill the settlement obligations specified in this Contract and shall comply with applicable USDA FNS Operating Rules for WIC EBT dated September 2014 or the most recent version, concerning an Issuer's ability to meet its settlement obligations. Evidence may be in the form of financial statements, bonds, guarantees or other assurances;

- 17.2. Provide and maintain a Certificate of Insurance (COI) as specified in the Special Terms and Conditions within five (5) days or sooner of Contract award. A Purchase Order shall not be issued without a current and valid COI that meets the requirements of the Contract. Insurance shall be maintained throughout the Term of the Contract.

18. Notices, Correspondence and Reports

- 18.1. Notices, correspondence, reports and invoices from the Contractor to ADHS shall be sent to:

Guam WIC Program
Building No. 15-6100 Mariner Avenue
Barrigada, Guam 96913-1601

Attention: Guam WIC Program Director

- 18.2. Copies to:

Guam WIC Program
Building No. 15-6100 Mariner Avenue
Barrigada, Guam 96913-1601

Attention: Guam WIC Finance Management

- 18.3. Invoices from the Contractor to the Guam WIC Program shall be sent to quamwic@dphss.quam.gov.

PRICE SHEET
CONTRACT NO.: CTR051731

PRICING:

Line Item	Unit of Measure	Contract Price
CPCM Less than 50,000	Each	\$ 1.05
CPCM 50,001 - 75,000	Each	\$ 0.78
CPCM 75,001 - 100,000	Each	\$ 0.65
CPCM 100,001 - 125,000	Each	\$ 0.57
CPCM 125,001- 150,000	Each	\$ 0.53
CPCM 150,001 and higher	Each	\$ 0.52
Mailed Replacement Card for Arizona and Navajo Nation only	Each	\$ 1.75
Business Analyst	Hourly	\$ 115.00
Developer	Hourly	\$ 110.00
Project Manager	Hourly	\$ 125.00
Training	Hourly	\$ 105.00
Technical Support	Hourly	\$ 130.00
PIN Pads 0-99	Each	\$ 145.00
PIN Pads 100-199	Each	\$ 143.00
PIN Pads 200-299	Each	\$ 140.00
PIN Pads 300-399	Each	\$ 138.00
PIN Pads 400-499	Each	\$ 135.00
PIN Pad 500-599	Each	\$ 130.00
POS Terminal Lease	Each	\$ 30.00
Arizona POS Terminal Transaction Fee	Each	\$ 0.035
American Samoa POS Terminal Transaction Fee	Each	\$ 0.0399
CNMI POS Terminal Transaction Fee	Each	\$ 0.0385
Guam POS Terminal Transaction Fee	Each	\$ 0.277
Navajo Nation POS Terminal Transaction Fee	Each	\$ 0.035
POS Terminal Configuration and Deployment Arizona	Each	\$ 155.00
POS Terminal Shipping Arizona per Courier	Each	\$ 0.00
POS Terminal Configuration and Deployment Navajo Nation	Each	\$ 155.00

PRICE SHEET
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POS Terminal Shipping Navajo Nation per Courier	Each	\$	0.00
POS Terminal Configuration and Deployment American Samoa	Each	\$	155.00
POS Terminal Shipping American Samoa per Courier	Each	\$	0.00
POS Terminal Configuration and Deployment CNMI	Each	\$	155.00
POS Terminal Shipping CNMI per Courier	Each	\$	0.00
POS Terminal Configuration and Deployment Guam	Each	\$	155.00
POS Terminal Shipping Guam per Courier	Each	\$	0.00
Disaster Services	Each	\$	30,000.00
Travel to Arizona & Navajo Nation (1 trip for 2 days, per person)	Each	\$	5,000.00
Travel to Islands (1 trip for 5 days, per person)	Each	\$	20,000.00

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Online Electronic Benefits Transfer Processing Services
Extension Agreement
Between Guam DPHSS/WIC and CDP
Arizona HANDS Consortium

SECTION IV. CONTRACTOR'S RESPONSIBILITIES

The Contractor agrees to provide professional services and deliverables as set out in this contract in full compliance with the USDA 7 CFR Part 246, and all other applicable federal, Arizona and Guam law and regulations. The Contractor shall be responsible for the professional and technical accuracy of all professional services furnished under this contract. The Contractor shall, without additional cost to DPHSS/WIC, correct or revise all errors or deficiencies in its professional services.

DPHSS/WIC's review, approval, acceptance of, and payment of fees for services required under this contract, shall not be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the Contractor's failure to the performance of this contract and the Contractor shall be and remain liable to DPHSS/WIC for all costs of any kind which may be incurred by DPHSS/WIC as a result of Contractor's negligent performance of any of the services performed under this contract.

The Contractor agrees to provide Project Deliverables and Documentation in keeping with the scope of the work.

Contractor Liabilities.

The Contractor shall have financial liability for Contractor or system processing errors and omissions including errors resulting from fraud and abuse on the part of the Contractor, its agents or employees. Federal and State funds may not be drawn down or requested for over-issuances or transactions in excess of the authorized recipients' benefit allotment. The Contractor shall be responsible for the following:

Contractor Errors in the Disbursement or Authorization of Funds. The Contractor shall be liable for Contractor errors in the authorization or disbursement into a client account of funds related to state-administered programs as described in OMB Circular A-87, 45 CFR 200, 45 CFR 74, and 7 CFR 276. Guam is responsible for losses resulting from its providing erroneous information to the Contractor.

Contractor Errors in Transaction Processing and Settlement. The Contractor shall bear all liability for any losses resulting from errors or omissions by Contractor its representatives or subcontractors including fraud and abuse on the part of the Contractor or in the performance of transaction processing and settlement. These liabilities shall include, but are not limited to:

Any duplicate or erroneous postings to a client account.

Any losses from funds drawn from an account after the client notified the Contractor that the card had been lost or stolen provided that Contractor has received the information necessary to enable it to disable a lost/stolen card.

Any losses from transactions performed with cards issued but not activated by the client and/or the Contractor.

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Any damages or losses suffered by a Federal or State agency due to negligence on the part of the Contractor in the performance of its obligations related to transaction processing and settlement.

Any loss of benefits caused by fraud or abuse by the Contractor or its representatives or subcontractors.

SECTION V. DPHSS/WIC'S RESPONSIBILITIES

DPHSS/WIC shall be responsible for overseeing the Contractor's performance of professional services in keeping with USDA FNA WIC Federal program requirements.

DPHSS/WIC will provide sufficient data to the Contractor to enable the Contractor to fulfill each of the activities specified in this Agreement.

DPHSS/WIC, upon review and acceptance of invoices from the Contractor, will pay the Contractor pursuant to the terms of this Agreement and Attachment A – Cost Sheet for Guam of this Agreement.

SECTION VI. TERM OF CONTRACT

This Agreement shall take effect upon March 01, 2021 or the date it is signed by the Governor of Guam whichever is the later date, "the Effective Date".

SECTION VII. CONTRACT EXTENSIONS – FIVE (5) YEAR MAXIMUM

The Contract term is for a two (2) year period subject to additional successive periods of twelve (12) months per extension with a maximum aggregate including all extensions not to exceed five (5) years.

SECTION VIII. COMPENSATION -INVOICE

DPHSS/WIC agrees to pay the Contractor for the services performed in keeping with this Agreement and Attachment A- Cost Sheet for Guam. Aggregate Pricing/Cost based on Cost Per Case Month (CPCM) plus total transaction fees each month (Guam) and other agreed cost/pricing are as set out in more detail in Attachment A.

DPHSS/WIC has identified anticipated funds through February 28, 2026 in Exhibit 1; however (1) USDA FNS WIC Federal Funds are subject to Federal Fiscal Year Appropriations and federal grant award terms and conditions and (2) the government of Guam funds are subject to the Guam Legislature's Fiscal Year Appropriation Act; and therefore only the Fiscal Year through September 30, 2021 are agreed to by the parties as part of this Agreement. The total payment under this contract, based on anticipated caseload, and total monthly transaction fee shall not exceed the amount of Ninety-Seven Thousand, Six Hundred Ninety-two and Thirty Cents (\$97,692.30) through September 30, 2021 and is subject to appropriation, allocation and availability. Multiple certifications of funds may be made within a Fiscal Year.

Financial obligation of DPHSS/WIC to the Contractor is contingent upon funds being appropriated, budgeted and otherwise made available. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but

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not amortized in the prices of the supplies or services delivered under the contract. DPHSS/WIC's certification of funds to this Agreement shall be made by Amendment, executed by the parties; on annual basis. There may be multiple certifications of funds in any Fiscal Year.

SECTION IX. ACCESS TO RECORDS

The Contractor, including its subcontractors, if any, shall retain all books, documents, papers, accounting records and other evidence pertaining to costs incurred for a period of no less than five (5) years from the date of final payment. The Contractor shall provide access and the right to examine all records related to this Agreement to DPHSS/WIC, Guam Public Auditor and USDA FNS WIC or their authorized representatives at all reasonable times during the Agreement period and for five (5) years from the date of the final payment.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the five (5) year period, the records must be kept until all issues are resolved, or until the end of the five (5) year period, whichever is later.

SECTION X. CHANGES

The parties shall follow the change management terms and conditions set forth in CTR051731.

SECTION XI. TERMINATION

Stop Work Order.

Order to Stop Work. The Director of DPHSS may, by written order to the Contractor, at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Director of DPHSS shall either: cancel the stop work order; or terminate the work covered by such order as provided in the "Termination for Default Clause" or the "Termination for Convenience Clause" of this contract.

Cancellation or Expiration of the Order. If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price shall be modified in writing accordingly, if: the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and the Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Director of DPHSS decides that the facts justify such action, any such claim asserted may be received and acted upon at

any time prior to final payment under this contract.

Termination of Stopped Work. If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

Adjustments of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

Termination for Defaults.

(a) **Default.** DPHSS/WIC may terminate the contract for cause in the event that the Contractor is in breach or default of any of its material obligations hereunder. If DPHSS/WIC terminates the contract for breach or default, it will first give sixty (60) days prior written notice to Contractor, stating the reasons for cancellation, procedures to correct problems, if any, and the date the contract will be terminated in the event problems have not been corrected within the sixty (60) day timeframe or such other time as agreed to by the parties. In the event that the problems cannot reasonably be corrected within such sixty (60) day period, Contractor shall have a reasonable time in which to affect a correction of such problems provided that the contractor promptly and diligently proceeds to affect such correction. In the event this contract is terminated as a result of Contractor's uncured breach, the DPHSS/WIC will only reimburse the Contractor for accepted work or deliverables received up to the date of termination. In the event this contract is terminated for cause, final payment to the Contractor may be withheld at the discretion of the DPHSS/WIC until completion of final audit. Notwithstanding the above, Contractor may be liable to DPHSS/WIC for DPHSS/WIC's damages, if any, arising as a result of the uncured breach or default. If it is determined that the Contractor was not in default then such termination shall be treated as a termination for convenience as described herein.

(a)(1) **Default Immediate Termination.** *(DPHSS/WIC Contracts Threat To Health, Safety, Welfare of Persons Receiving Services)* This contract is subject to immediate termination by the DPHSS/WIC in the event that the DPHSS/WIC determines that the health, safety, or welfare of persons receiving services may be in jeopardy. Additionally, the DPHSS/WIC may immediately terminate this contract upon verifying that the Contractor has engaged in or is about to participate in fraudulent or other illegal acts.

(b) **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the government, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in possession of Contractor in which DPHSS/WIC has an interest.

(c) **Compensation.** Payment for completed services delivered and accepted by DPHSS/WIC shall be at the contract price. Payment for the protection and preservation of property, if there is any applicable to this Agreement, shall be in an amount agreed upon by the Contractor and the Director of DPHSS; if the parties fail to agree, the Director of DPHSS shall set an amount subject to the Contractor's rights under Guam laws and regulations. DPHSS/WIC may withhold from the amount due the Contractor, such sums as the Director of DPHSS deems to be necessary to protect DPHSS/WIC against loss because of outstanding liens or claims of former lien holders and to reimburse DPHSS/WIC for the excess costs incurred in procuring similar professional services.

(d) **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work here under which endangers such performance) if the Contractor has notified DPHSS/WIC within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; act of the public enemy; acts of and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather and telecommunication outages. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the professional services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, DPHSS/WIC shall ascertain the facts and extent of such failure, and, if the Director of DPHSS determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of DPHSS/WIC under the clause entitled "Termination for Convenience". As used in this clause the term "subcontractor" means subcontractor at any tier.

(e) **Erroneous Termination for Default.** If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this contract, the rights and obligations of the parties shall be the same as the if the notice of termination had been issued under the clause entitled "Termination for Convenience".

(f) **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under the contract.

Termination for Convenience.

(a) **Termination for Convenience.** DPHSS/WIC shall have the right to terminate this contract by giving the Contractor at least one hundred eighty (180) days prior written notice. If notice is so given, this contract shall terminate on the expiration of the specified time period, and the liability of the parties hereunder for further performance of the terms of this contract shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination.

(b) **Contractor's Obligations.** The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. DPHSS/WIC may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to DPHSS/WIC. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(c) **Right to Deliverables and Supplies.** DPHSS/WIC may require the Contractor to transfer title and deliver to DPHSS/WIC in the manner and to the extent directed by DPHSS/WIC completed professional service deliverables; and such partially completed professional service deliverables that may then exist, including, plans, drawings, information, and contract rights ("deliverables") as the Contractor has specifically developed, produced or specially acquired for the performance of the terminated part of the contract. The Contractor shall, upon direction of DPHSS/WIC, protect and preserve all intellectual property and other property; Contractor may control or be in possession of, in which DPHSS/WIC has an interest in under this contract.

(d) **Compensation When There Is A Termination for Convenience.** Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by 2 GAR Div. 4 §3118 (Cost or Pricing Data) of the GAR bearing on such claim. If Contractor fails to file a termination claim within one year from the effective date of termination, DPHSS/WIC may pay Contractor, if at all, an amount set in accordance with this contract. DPHSS/WIC and Contractor may agree to a settlement provided Contractor as has filed a termination claim supported by cost or pricing

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data to the extent required by 2 GAR Div. 4 §3118 (Costs or Pricing Data) to the Guam Procurement Regulations and that the settlement not exceed the total contract price plus settlement costs reduced by payments previously made by DPHSS/WIC, the proceeds of any sales of deliverables, supplies and materials under this contract, and the contract price of the work not terminated.

The termination for convenience claim shall address and the DPHSS/WIC shall consider paying the following costs, but not attorneys' fees:

- the contract price for performance of work, which is accepted by the DPHSS/WIC, up to the effective date of the termination and other reasonable and necessary remaining unpaid costs incurred by the Contractor in the performance of services for which compensation of the Contractor was to occur over the course of the current government of Guam fiscal year.
- reasonable and necessary costs incurred in preparing to perform the terminated portion of the contract.
- reasonable profit on the completed but undelivered work up to the date of termination.
- costs of settling claims arising out of the termination of subcontracts or orders, not to exceed thirty (30) days' pay for each subcontractor.
- reasonable accounting, clerical, and other costs arising out of the termination settlement.

In no event shall reimbursement under this clause exceed the contract amount reduced by amounts previously paid by the DPHSS/WIC to the Contractor. Upon review of the Contractor's claim and determination of any disputes concerning the amount of Contractor's claim and proof thereof, the DPHSS/WIC shall make payment to the Contractor in the amount of the undisputed claim.

Termination for Financial Exigency.

Termination for Financial Exigency. DPHSS/WIC shall have the right to terminate this contract for financial exigency by giving the Contractor at least thirty (30) days prior written notice. For the purposes of this provision, a financial exigency shall be a determination made by the Director of DPHSS based on the Guam legislature failure to fund this contract or in the event the USDA FNA fails to fund DPHSS/WIC for this program. If notice of

such termination is so given, this contract shall terminate on the expiration of the time period specified in the notice, and the liability of the parties hereunder for further performance of the terms of this contract shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination. The Contractor may submit a claim in the same manner as is set forth for the termination for convenience claim above.

SECTION XII. MANDATORY GOVERNMENT OF GUAM CLAUSES

Disputes Resolution Clause. Absent complete agreement under this contract, then the disputes resolution clause of this contract shall apply.

(i) DPHSS/WIC and the Contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this procurement and any resulting contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the Contractor shall request DPHSS/WIC in writing to issue a final decision within sixty days after receipt of the written request. If DPHSS/WIC does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as though DPHSS/WIC had issued a decision adverse to the Contractor.

(ii) DPHSS/WIC shall immediately furnish a copy of the decision to the Contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

(iii) DPHSS/WIC's decision shall be final and conclusive, unless fraudulent or unless the Contractor appeals the decision.

(iv) This subsection applies to appeals of DPHSS/WIC's decision on a dispute. For money owed by or to DPHSS/WIC under this contract, the Contractor shall appeal the decision in accordance with Guam's Government Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen (18) months after the decision is rendered by DPHSS/WIC or from the date when a decision should have been rendered. For all other claims by or against DPHSS/WIC arising under this contract, the Guam Office of the Public Auditor has jurisdiction over the appeal from the decision of DPHSS/WIC. Appeals to the Office of the Public Auditor must be made within sixty (60) days of the government's decision or from the date the decision should have been made.

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(v) The Contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

(vi) The Contractor shall comply with DPHSS/WIC's decision and proceed diligently with performance of the contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, the contract, except where Contractor claims a material breach of the contract by DPHSS/WIC. However, if DPHSS/WIC determines in writing that continuation of professional services under the contract is essential to the public's health or safety, then Contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by DPHSS/WIC.

Claims Against DPHSS/WIC. The Government Claims Act (5 GCA §6101, et seq.) applies only with respect to claims of money owed by or to DPHSS/WIC under the contract. The Contractor consents to the jurisdiction of and the forum of the courts of Guam with respect to any claims subject to the Guam Claims Act. The Contractor waives any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction or forum. For a copy of the Guam Claims Act, please visit the web site of Guam's Compiler of Laws. <http://www.guamcourts.org/CompilerofLaws/index.html>.

Physical Liability. If it becomes necessary for the Contractor, either as principal, agent, or employee, to enter upon the premises or property of the government of Guam in order to perform professional services, construct, erect, inspect, make delivery or remove property under the contract, the Contractor agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries, or damage to any person or property during the progress of the professional services or work that is part of this contract, and to be responsible for, and to indemnify and save harmless the government of Guam from payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such services or work, and fines, penalties and the loss incurred for or by reason of the violation of ordinance, regulations, or the laws of Guam or the Federal government, while the services are being performed or work is in progress.

Liability. Contractor assumes responsibility for its personnel providing services hereunder and will make all deductions for social security and withholding taxes and for contributions to employment compensation funds and shall maintain at Contractor's expense all necessary insurance for its employees including but not limited to worker's compensation and liability insurance for each employee. Contractor is responsible for paying its Business Privilege Tax (BPT) on payments received under the contract. If any work is to be performed on Guam, then Contractor may be subject to Guam Income Taxes as well as all other applicable taxes on Guam transactions. Specific information on

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Guam taxes may be obtained from the Director of the Department of Revenue and Taxation, Government of Guam, PO Box 23607, GMF Guam 96921.

Non-Resident Tax Withholding. A nonresident person without a valid Guam business license residing outside of Guam, shall be subject to a withholding assessment, the equivalent of the Guam BPT, which shall be the equal to four percent (4%) of the total value of a contract awarded by all government of Guam contracts for professional services as a cost of doing business with the government of Guam. See P.L. 33-166 (effective June 30, 2016) codified at 11 G.C.A. Chapter 71 Section 71114.

Licensing. The Contractor shall maintain all professional certifications and business licenses applicable to its profession, professional development and as to its scope of work/scope of services under this contract.

Ethical Standards. With respect to this contract and any other contract that the Contractor may have, or wish to enter into, with any government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

Prohibition against Gratuities and Kickbacks. With respect to this contract and any other contract that the Contractor may have or wish to enter into with any government of Guam agency, the Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

Prohibition against Contingent Fees. The Contractor represents that he has not retained any person or agency upon an agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this contract or any other contract with the government of Guam or its agencies.

Restriction on Employment of Sex Offenders. The Contractor warrants that no person in his employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or convicted of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated regardless of the jurisdiction in which the conviction was obtained, shall provide services on behalf of Contractor relative to this contract on government of Guam property; with "government of Guam property" for the purposes of this clause in this professional service contract also including; " any place that the Contractor, of its subcontractor have contact with the people of Guam as part of the professional services being rendered". If any person employed by the

Contractor and providing professional services under this contract is convicted subsequent to the parties entering into this contract, then Contractor warrants that it will notify DPHSS/WIC of the conviction within twenty-four hours (24) of the conviction, and will immediately remove such convicted person from providing professional services under this contract. If Contractor is found to be in violation of any of the provisions of this paragraph, then DPHSS/WIC shall give notice to Contractor to take corrective action. The Contractor shall take corrective action within twenty-four hours of notice from the government, and the Contractor shall notify the government when action has been taken. If the Contractor fails to take corrective steps within twenty-four hours (24) of notice from DPHSS/WIC, then DPHSS/WIC in its sole discretion may suspend the contract temporarily.

Claims Based on the Director of DPHSS's Actions of Omissions.

Notice of Claim. If any action or omission on the part of the Director of DPHSS, or designee of such officer, requiring performance changes within the scope of the contract constitutes the basis for a claim by the Contractor for additional compensation, damages, or an extension of time for completion, the Contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided: (a) the Contractor shall have given written notice to the Director of DPHSS, or designee of such officer: (i) prior to the commencement of the work involved, if at that time Contractor knows of the occurrence of such action or omission; (ii) within thirty (30) days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or (iii) within such further time as may be allowed by the Director of DPHSS in writing. (b) This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The Director of DPHSS or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Director of DPHSS or designee of such officer. The notice required above should describe as clearly as practicable, at the time it is given, the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and (c) Contractor maintains and, upon request, makes available to the Director of DPHSS within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

Limitations of Clause. Nothing herein contained, however, shall excuse the Contractor from compliance with any rules of law precluding any government of Guam officers and employees

and any subcontractor, from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

Adjustment of Price. Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the terms of this contract and the laws and regulations of Guam.

Technology Access for Blind or Visually Impaired. In the event there is a purchase of information technology equipment or software, Contractor acknowledges that no government funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired.

Electronic Data Protection Act of 2012. The Contractor acknowledges that any digital copier machine or digital copier machine services must be fully compliant with 5 GCA Chapter 14; and shall include equipment or software that erases storage media.

Nondiscrimination in Employment. Contractor agrees: i) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, age, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (ii) to include a provision similar to that in Subsection (i) above in any subcontract except a subcontract for standard commercial supplies or raw materials; and (iii) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

Assignments. This Agreement or any sums due to the Contractor may not be assigned without the prior approval of DPHSS/WIC, which approval will not unreasonably be withheld by DPHSS/WIC.

Omissions. In the event that DPHSS/WIC or the Contractor discovers any material omission in the provisions of the contract that is believed to be essential to the successful performance of the contract, each may so inform the other in writing and DPHSS/WIC and Contractor shall, therefore, promptly negotiate in good faith with respect to such matters for the purpose of making such reasonable adjustments as may be necessary to perform the objective of the contract.

Savings. DPHSS/WIC and the Contractor acknowledge the possibility that substantial changes in federal and local laws and regulations applicable to the contract could occur and expressly agree to modify and amend the contract as necessary to comply with such changes.

Governing Law. The validity of this contract and of any of its terms or provisions, as well as the rights and duties of the parties to this contract, shall be governed by the laws of the government of Guam.

Government of Guam not Liable. DPHSS/WIC assumes no liability for any accident or injury that may occur to the Contractor, his or her agents, dependents, or personal property while in route to or from DPHSS/WIC or during any travel mandated by the terms of this contract. DPHSS/WIC shall not be liable to Contractor for any work performed by the Contractor prior to the approval of the contract agreement by the Governor of Guam, and the Contractor hereby expressly waives any and all claims for professional services performed in expectation of the contract prior to its approval by the Governor of Guam.

Independent Contractor Status. The Contractor understands that its relationship with DPHSS/WIC is an as an independent consultant or the Contractor, and not as an employee of the government. No employee benefits such as insurance coverage, participation in the government retirement system, or accumulation of vacation or sick leave shall accrue to the offeror or its individual employees, if any. Except for the Non-Resident Tax Withholding above, no type of tax will be withheld from payments made to the awarded offeror.

Litigation. The Contractor shall within fifteen (15) calendar days after it receives service of a summons, complaint, or other pleading which has been filed in any federal or local court or administrative agency notify the DPHSS/WIC that it is a party defendant in a case which involves services provided under this contract. The Contractor shall deliver copies of such document(s) to the Attorney General of Guam. The term "litigation" includes an assignment for the benefit of creditors, and filings in bankruptcy, reorganization and/or foreclosure.

SECTION XIII. INSURANCE – LIMITATION OF LIABILITY

Insurance. The Contractor shall procure and maintain in effect Workers Compensation, Insurance, Automobile Insurance and all insurance coverage required in CRT051731 (Commercial General Liability, Technology Errors and Omissions, Network Security (Cyber) and Privacy) for the professional services set forth in this Agreement. The Contractor shall provide certificates of such insurance to DPHSS/WIC when required and shall immediately report in writing to the Director of DPHSS/WIC any insurance claims filed.

(i) **Workers Compensation Insurance.** Workers' Compensation Insurance that covers all employees of Contractor working in any capacity in the Contractor's services under this contract, in the amount as required by Guam law.

(ii) **Automobile Insurance.** Contractor shall be responsible to provide automobile insurance for employees with comprehensive form and include coverage for owned vehicles.

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Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors.

The insurance requirements set forth herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. DPHSS/WIC, and the government of Guam in no way warrant that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

- 1.1 MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.
- 1.1.1 Commercial General Liability – Occurrence Form
- 1.1.1.1 Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.
- 1.1.1.1.1 General Aggregate \$2,000,000
- 1.1.1.1.2 Products – Completed Operations Aggregate \$1,000,000
- 1.1.1.1.3 Personal and Advertising Injury \$1,000,000
- 1.1.1.1.4 Damage to Rented Premises \$ 50,000
- 1.1.1.1.5 Each Occurrence \$1,000,000
- 1.1.2 Technology Errors and Omissions Insurance
- 1.1.2.1 Each Claim \$2,000,000
- 1.1.2.2 Annual Aggregate \$2,000,000
- 1.1.2.3 Coverage to include:
- 1.1.2.3.1 Systems analysis;
- 1.1.2.3.2 Software design;
- 1.1.2.3.3 Systems programming;
- 1.1.2.3.4 Data processing;
- 1.1.2.3.5 Systems integration;
- 1.1.2.3.6 Outsourcing including outsourcing development and design;
- 1.1.2.3.7 Systems design, consulting, development and modification;
- 1.1.2.3.8 Training services relating to computer software or hardware;
- 1.1.2.3.9 Management, repair and maintenance of computer products, networks and systems;
- 1.1.2.3.10 Marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; and
- 1.1.2.3.11 Data entry, modification, verification, maintenance, storage, retrieval or preparation of data output.
- 1.1.2.4 In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that

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- any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- 1.1.2.5 The policy shall cover professional misconduct or lack of ordinary skill for those positions defined this Contract.
- 1.1.2.6 Shall include or be endorsed (Blanket Endorsements are not acceptable) to include, the following provisions:
 - 1.1.2.6.1 Contractor's policies shall stipulate that the insurance afforded Contractor shall be primary insurance and that any insurance carried by DPHSS/WIC and the government of Guam, their agents, officials, employees shall be excess and not contributory insurance.
 - 1.1.2.6.2 Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

(iii) Network Security (Cyber) and Privacy Liability. Contractor shall be responsible to provide network security (cyber) and privacy liability insurance:

Each Claim \$2,000,000

Annual Aggregate \$2,000,000

Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and Invasion of privacy regardless of the type of media involved in the loss of private Information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

In the event that the Network Security and Privacy Liability Insurance required by this Contract is written on a claims-made basis, Contractor warrants that; any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

(iv) The insurance requirements set out above apply to all of the Contractor's subcontractors. The Contractor agrees to ensure that its subcontractors meet these insurance requirements. DPHSS/WIC has the right to review any of the Contractor's sub-contractor insurance certificates.

Limitation of Liability.

Limitation of Liability. Contractor's liability for damages to DPHSS/WIC for any because whatsoever is limited to Two Million Dollars (\$2,000,000.00) except for liability arising out of

or related to: claims for personal injury, including death, or damage to real property or tangible or intangible personal property arising from the negligence, reckless conduct or intentional acts of Contractor, its Officers, Employees or Agents. CONTRACTOR WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, EXCEPT FOR LIABILITY TO THIRD PERSONS ARISING OUT OF OR RELATED TO CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, OR DAMAGE TO REAL PROPERTY OR TANGIBLE OR INTANGIBLE PERSONAL PROPERTY ARISING FROM NEGLIGENCE, RECKLESS CONDUCT OR INTENTIONAL ACTS OF CONTRACTOR, ITS OFFICERS, EMPLOYEES, OR AGENTS.

For avoidance of doubt, the limitation of liability outlined above does not alter or limit the insurance coverage required in this Agreement.

SECTION XIV. MISCELLANEOUS

Sovereign Immunity. The Territory of Guam was established by act of the U.S. Congress and is a sovereign entity. Guam's sovereign immunity is only waived to the extent it is expressly waived by Guam's Legislature. See 48 U.S.C. §1421(a). Guam waives its sovereign immunity in 5 GCA Chapter 6 Government Claims Act, and in 5 GCA Chapter 5 § 5-480. The government of Guam and DPHSS/WIC, a line agency of the government of Guam, do not waive sovereign immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as sovereigns. Designations of venue, choice of law, enforcement action, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement will not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity will be construed in favor of sovereign immunity.

Scope of Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retainment of the Contractor by DPHSS/WIC, and contains all of the covenants and agreements between the parties with respect to such retainment in any manner, whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged. For the purposes of this paragraph and the entire Agreement the signature of the Governor is the only signature that will bind DPHSS/WIC.

Integration. The contract shall supersede any and all other prior agreements, either oral or in writing, between the parties with respect to the retainer of the Contractor, and contains all the covenants and agreements between such parties with respect to the retainer in any manner whatsoever. Each party to the contract shall acknowledge that no agreements otherwise have been made by any party, or anyone acting on behalf of any party, which are not embodied within the contract, and that no other agreement, statement, or promise not contained in the contract will be valid or binding.

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General Compliance with Laws. The Contractor shall comply with all federal and local laws and regulations applicable to the professional services performed.

Survival. All warranties, intellectual property rights, confidentiality obligations and indemnification clauses shall be deemed to have been relied upon the other party, and shall survive completion of this contract and shall not merge in the performance of any party hereto.

Severable Provisions. If any provision of the contract shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the contract and the contract shall be enforced according to its valid and subsisting terms and provisions.

Waiver. No waiver by any party on any occasion shall be construed as a bar or waiver of any right or remedy on any future occasion.

Representatives. DPHSS/WIC's representative for administration of this Agreement is: Charles H. Morris, MPH, RD, LD Administrator, Bureau of Nutrition Services Department of Public Health and Social Services, Guam DPHSS/WIC Program Building 15-6100, Mariner Avenue Barrigada, Guam, 96913-1601. The representative for the Contractor for administration of this Agreement is: Kelly Pralle, CFO, Custom Data Processing, Inc. 1408, South Joliet Road, Romeoville, Illinois 60446. In the event that different representatives are designated by either party after execution of this Agreement, notice of the name and address of the new representative will be given in writing to the other party.

Nondiscrimination. The Contractor during the performance of this contract shall not discriminate against any person on the basis of race, color, national origin, age, sex, religion and handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions. The Contractor during the performance of this contract shall not exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability. Any person who thinks he/she has been discriminated against as related to the performance of this contract has the right to assert a claim in a court of competent jurisdiction.

"Americans with Disabilities Act: This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.

Drug Free Workplace Statement: The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned

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by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.

a. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

b. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.

c. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the DPHSS/WIC Program that abuse of this drug will also not be tolerated in the workplace.

Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership.

Federal Funds. The Contractor acknowledges that the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the United States Department of Agriculture (USDA) 2 C.F.R. Part 200, Subtitle B Chapter IV, apply to this contract in addition to any requirements set forth by USDA FNS with regard to its award of funding to DPHSS/WIC. DPHSS/WIC is a "state" within the meaning of 2 C.F.R. §200.317 and follows the policies and procedures it uses for procurements from its non-Federal funds, and in compliance with §200.317 utilizes the attached appendices in its vendor contracts, which individually signed, dated and certified by its vendors, and incorporated herein as if fully rewritten. DPHSS/WIC vendors were applicable also therein agree to flow through where applicable the provisions to their subcontractors.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal

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remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in

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surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) **Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.323. Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

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(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

(K) See §200.216. Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an

entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

(L) See §200.322. Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

// SIGNATURE PAGE FOLLOWS //

Online Electronic Benefit Transfer Processing Services
Extension Agreement
Between Guam DPHSS/WIC and CDP
America HANDS Consortium

IN WITNESS WHEREOF the parties have entered into this Agreement on the dates indicated by their respective names

CONTRACTOR:



KELLY FRALLE
CHIEF FINANCIAL OFFICER
CUSTOM DATA PROCESSING, INC.

DATE

2-4-21

GOVERNMENT OF GUAM:



FRANK L. LUJAN
Chief Technology Officer
OFFICE OF TECHNOLOGY

DATE 2-12-2021



ARTHUR U. SAN AGUSTIN, MHR
Director
DEPARTMENT OF PUBLIC HEALTH
AND SOCIAL SERVICES

DATE

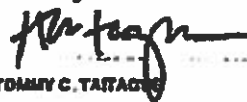
02/10/2021

Account Number: 8191E211712PA189729
Amount: \$29,882.00 (March 1, 2021
through September 30, 2021)

Vendor Number: _____
Document Number: 021-1700-070

*Part of Funding Contract to be amended upon receipt of additional
funding from USA/FNS. Subject to availability of Federal funding

CERTIFIED FUNDS AVAILABLE



TOMMY C. TAITANO
Certifying Officer
DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
DATE 2-10-21

APPROVED

CLEAR FOR
BARRIS REVIEW

LESTER L. CARLSON, JR.
Director
Bureau of Budget and Management Research
DATE EO 19021

APPROVED AS TO LEGALITY AND FORM

LEEVIN TAITANO CAMACHO
Attorney General
Office of the Attorney General
DATE

DPHSS 20-0141

APPROVED:

LOURDES A. LEON GUERRERO
Governor of Guam

DATE

RECEIVED

FEB 17 2021
21.6 1.7 0024
Bureau of Budget and
Management Research

Online Electronic Benefit Transfer Processing Services
Extension Agreement
Between Guam DPHSS/WIC and CDP
Anusa HANDS Consortium

IN WITNESS WHEREOF the parties have entered into this Agreement on the dates indicated by their respective names
CONTRACTOR:

KELLY PRALLE
CHIEF FINANCIAL OFFICER
CUSTOM DATA PROCESSING, INC.
DATE 2-4-21

GOVERNMENT OF GUAM:

FRANK L.G. LUJAN
Chief Technology Officer
OFFICE OF TECHNOLOGY

DATE 2-12-2021

ARTHUR U. SAN AGUSTIN, MMR
Director
DEPARTMENT OF PUBLIC HEALTH
AND SOCIAL SERVICES

DATE 02/10/2021

Account Number: 3101021712PA101030
Amount: \$30,000.00 (March 1, 2021
through September 30, 2021)

Vendor Number: _____
Document Number: 021-1700-070

*Partial Funding. Contract to be amended upon receipt of additional funding from USDA/FNS. Subject to availability of Federal funding.

CERTIFIED FUNDS AVAILABLE

TOMMY C. TAITAGUE
Chief of Office
DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
DATE 2-10-21

APPROVED

LESTER L. CARLSON, JR.
Director
Bureau of Budget and Management Research
DATE _____

APPROVED AS TO LEGALITY AND FORM

LEEVIN TAITANO CAMACHO
Attorney General
Office of the Attorney General
DATE 2/23/21
DPHSS 20-141

APPROVED:

LOURDES A. LEON GUERRERO
Governor of Guam

DATE 2/27/2021

Guam DPHSS WIC Rev. 01-10-2021

DEPARTMENT OF ADMINISTRATION	
DIVISION OF ACCOUNTS	
Registration Date	<u>02/27/2021</u>
Registration No.	<u>0210600710</u>
Vendor No.	<u>00012211</u>
Registered By:	<u>R 03/03/2021</u>

RECEIVED
02-23-21
OFFICE OF THE ATTORNEY GENERAL
SOLICITORS DIVISION

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 Extension Agreement
 Between Guam DPHSS/WIC and CDP
 Arizona HANDS Consortium

Attachment A – Cost Sheet for Guam

Monthly operating costs are calculated by multiplying the Cost Per Case Month (CPCM) (will be based on the tier pricing for the combined active households for all WIC Agencies in the Consortium) by the number of households served (for the particular WIC Agency) for the month, plus the total transaction fees each month for Guam (transaction fee multiplied by the number of POS terminal transactions).

	Unit of Measure	Cost
Cost Per Case Month (CPCM) – Monthly		
Active Households	Less than 50,000	\$1.05
	50,001 - 75,000	\$0.78
	75,001 - 100,000	\$0.65
	100,001 - 125,000	\$0.57
	125,001 - 150,000	\$0.53
	150,001 and higher	\$0.52
	POS Terminal Transaction Fee (Guam) – Monthly	Per POS transaction
Equipment - Per Request		
Clinic PIN Selection Terminal	1-99	\$145.00
	100-199	\$143.00
	200-299	\$140.00
	300-399	\$138.00
	400-499	\$135.00
	500 and higher	\$130.00
Disaster Services	Per disaster event	\$30,000.00
Additional Stand-beside POS Terminal Equipment— Per Request		
POS Terminal Configuration and Deployment Guam	Per POS terminal	\$155.00
POS Terminal Shipping Guam per Courier	Per POS terminal	\$0.00
Stand-beside POS Terminal Recurring Charges— Monthly		
Monthly Service Fee - Stand-beside POS Lease	Per POS terminal	\$30.00
Optional Services – Per Request		
Training	HR/Per hour	\$105.00
Business Analyst	HR/Per hour	\$115.00
Project Manager	HR/Per hour	\$125.00
Technical Support	HR/Per hour	\$130.00
Developer	HR/Per hour	\$110.00
Travel to Islands		
Travel to Islands (1 trip for 5 days, per person)	Each	\$20,000.00

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EXHIBIT 1 (Summary)

The Total Aggregate Amount for this agreement is not to exceed the following Anticipated / Estimated amount by contract calendar year:

Year One – March 1, 2021 through February 28, 2022 – \$130,686.80.

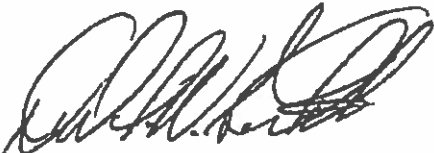
Year Two – March 1, 2022 through February 28, 2023 - \$130,686.80.

Year Three – March 1, 2023 through February 28, 2024 - \$130,686.80.

Year Four – March 1, 2024 through February 28, 2025 - \$130,686.80.

Year Five – March 1, 2025 through February 28, 2026 - \$130,686.80.

Total Contract Cost: \$653,434.00



DAVID S.N. GUMATAOTAO

Acting Administrator

Bureau of Nutrition Services

Department of Public Health and Social Services

1/30/2021

Date

Online Electronic Benefits Transfer Processing Services
 Extension Agreement
 Between Guam DPHSS/WIC and CDP
 Arizona HANDS Consortium

EXHIBIT 1

(Estimated Federal Funds to be available. Estimated Cost/Price of not to exceed amount of the contract)

EBC CONTRACT BETWEEN DPHSS/WIC AND CDP
COST BREAKDOWN

Contract Term: March 1, 2021 through February 28, 2026

FY2021: March 1, 2021 through September 30, 2021 (7 months)			
Cost Per Case Month (CPCM) - Monthly (Based on the tier pricing for the combined active households for all WIC Agencies in the Consortium by the number of households served, for the particular WIC Agency, for the month)			
		<u>Monthly Cost</u>	<u>Annual Cost</u>
Active Households 75,001 - 100,000	\$0.65		
- Estimate Active Household for Guam	4,300	\$2,795.00	\$19,565.00
POS Transaction Fee (Guam)	\$0.277	\$2,963.90	\$20,747.30
- Estimate Active Household for Guam	10,700		
	Sub-Total Annual Cost	\$5,758.90	\$40,312.30
			\$40,312.30
OPTIONAL			
Equipment (Per Request)			
- Clinic PIN Selection Terminal	\$145.00	x5	\$725.00
- POS Terminal Configuration &	\$155.00	x5	\$775.00
Deployment			
- POS Shipping Guam Per Courier	\$0.00		\$0.00
- Disaster Services	\$30,000.00		\$30,000.00
Stand-aside POS Terminal Recurring Charges—Monthly			
- Service Fee – Stand-aside POS Lease	\$30.00	x28	\$840.00
		\$840.00	\$5,880.00
Services – Per Request (HR/Per Hour)			
- Training	\$105.00		
- Business Analyst	\$115.00		
- Project Manager	\$125.00		
- Developer	\$110.00		
- Technical Support	\$130.00		
Travel to Islands (1 trip for 5 days, per person)			
- Travel to Guam (1 trip for 5 days, per person)			\$20,000.00
	Sub-Total Annual Cost		\$57,380.00
		\$57,380.00	\$57,380.00
		Total Annual Cost	\$97,692.30

Online Electronic Benefits Transfer Processing Services
 Extension Agreement
 Between Guam DPHSS/WIC and CDP
 Arizona HANDS Consortium

**EBT CONTRACT BETWEEN DPHSS/WIC AND CDP
 COST BREAKDOWN**

Contract Term: March 1, 2021 through February 28, 2026

FY2022: October 1, 2021 through September 30, 2022					
Cost Per Case Month (CPCM) - Monthly (Based on the tier pricing for the combined active households for all WIC Agencies in the Consortium by the number of households served, for the particular WIC Agency, for the month.)					
				<u>Monthly Cost</u>	<u>Annual Cost</u>
Active Households	75,001 - 100,000	\$0.65			
- Estimate Active Household for Guam	4,300			\$2,795.00	\$33,540.00
POS Transaction Fee (Guam)		\$0.277			
- Estimate Active Household for Guam	10,700			\$2,963.90	\$35,566.80
			Sub-Total Annual Cost	\$5,758.90	\$69,106.80
					\$69,106.80
<u>OPTIONAL</u>					
Equipment (Per Request)					
- Clinic PIN Selection Terminal	\$145.00	x5			\$725.00
- Equipment setup and installation	\$155.00	x5			\$775.00
- POS Terminal Shipping Guam per Courier	\$0.00				\$0.00
- Disaster Services	\$30,000.00				\$30,000.00
Stand-beside POS Terminal Recurring Charges—Monthly					
- Service Fee – Stand-beside POS Lease	\$30.00	x28		\$840.00	\$10,080.00
Services – Per Request (HR/Per Hour)					
- Training	\$105.00				
- Business Analyst	\$115.00				
- Project Manager	\$125.00				
- Technical Support	\$130.00				
- Developer	\$110.00				
Travel to Islands					
- Travel to Guam (1 trip for 5 days, per person)					\$20,000.00
			Sub-Total Annual Cost	\$61,580.00	\$61,580.00
				Total Annual Cost	\$130,686.80

Online Electronic Benefits Transfer Processing Services
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 Arizona HANDS Consortium

**EBT CONTRACT BETWEEN DPHSS/WIC AND CDP
 COST BREAKDOWN**

Contract Term: March 1, 2021 through February 28, 2026

FY2023: October 1, 2022 through September 30, 2023			
Cost Per Case Month (CPCM) - Monthly (Based on the tier pricing for the combined active households for all WIC Agencies in the Consortium by the number of households served, for the particular WIC Agency, for the month)			
			<u>Monthly Cost</u> <u>Annual Cost</u>
Active Households	75,001 - 100,000	\$0.65	
- Estimate Active Household for Guam	4,300		\$2,795.00 \$33,540.00
POS Transaction Fee (Guam)		\$0.277	
- Estimate Active Household for Guam	10,700		\$2,963.90 \$35,566.80
	Sub-Total Annual Cost		\$5,758.90 \$69,106.80 \$69,106.80
OPTIONAL			
Equipment: (Per Request)			
- Clinic PIN Selection Terminal	\$145.00	x5	\$725.00
- Equipment setup and installation	\$155.00	x5	\$775.00
- POS Terminal Shipping Guam per Courier	\$0.00		\$0.00
- Disaster Services	\$30,000.00		\$30,000.00
Stand-beside POS Terminal Recurring Charges—Monthly			
- Service Fee – Stand-beside POS Lease	\$30.00	x28	\$840.00 \$10,080.00
Services – Per Request (HR/Per Hour)			
- Training	\$105.00		
- Business Analyst	\$115.00		
- Project Manager	\$125.00		
- Technical Support	\$130.00		
- Developer	\$110.00		
Travel to Islands			
- Travel to Guam (1 trip for 5 days, per person)			\$20,000.00
	Sub-Total Annual Cost		\$61,580.00 \$61,580.00
		Total Annual Cost	\$130,686.80

**EBT CONTRACT BETWEEN DPHSS/WIC AND CDP
COST BREAKDOWN**

Contract Term: March 1, 2021 through February 28, 2026

FY2024: October 1, 2023 through September 30, 2024

Cost Per Case Month (CPCM) - Monthly (Based on the tier pricing for the combined active households for all WIC Agencies in the Consortium by the number of households served, for the particular WIC Agency, for the month.)

			<u>Monthly Cost</u>	<u>Annual Cost</u>
Active Households	75,000 - 100,000	\$0.65		
- Estimate Active Household for Guam		4,300	\$2,795.00	\$33,540.00
POS Transaction Fee (Guam)		\$0.277		
- Estimate Active Household for Guam		10,700	\$2,963.90	\$35,566.80
Sub-Total Annual Cost			\$5,758.90	\$69,106.80
				\$69,106.80

OPTIONAL

Equipment: (Per Request)

- Clinic PIN Selection Terminal	\$145.00	x5		\$725.00
- Equipment setup and installation	\$155.00	x5		\$775.00
- POS Terminal Shipping Guam per Courier	\$0.00			\$0.00
- Disaster Services	\$30,000.00			\$30,000.00

Stand-beside POS Terminal Recurring Charges—Monthly

- Service Fee – Stand-beside POS Lease	\$30.00	x28	\$840.00	\$10,080.00
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Services – Per Request (HR/Per Hour)

- Training	\$105.00			
- Business Analyst	\$115.00			
- Project Manager	\$125.00			
- Technical Support	\$130.00			
- Developer	\$110.00			

Travel to Islands

- Travel to Guam (1 trip for 5 days, per person)				\$20,000.00
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Sub-Total Annual Cost \$61,580.00 **\$61,580.00**

Total Annual Cost **\$130,686.80**

**EBT CONTRACT BETWEEN DPHSS/WIC AND CDP
COST BREAKDOWN**

Contract Term: March 1, 2021 through February 28, 2026

FY2025:		October 1, 2024 through September 30, 2025			
Cost Per Case Month (CPCM) - Monthly (Based on the tier pricing for the combined active households for all WIC Agencies in the Consortium by the number of households served, for the particular WIC Agency, for the month.)					
				<u>Monthly Cost</u>	<u>Annual Cost</u>
Active Households	75,001 - 100,000	\$0.65			
- Estimate Active Household for Guam		4,300		\$2,795.00	\$33,540.00
POS Transaction Fee (Guam)		\$0.277			
- Estimate Active Household for Guam		10,700		\$2,963.90	\$35,566.80
			Sub-Total Annual Cost	\$5,758.90	\$69,106.80
					\$69,106.80
OPTIONAL					
Equipment: (Per Request)					
- Clinic PIN Selection Terminal		\$145.00	x5		\$725.00
- Equipment setup and installation		\$155.00	x5		\$775.00
- POS Terminal Shipping Guam per Courier		\$0.00			\$0.00
- Disaster Services		\$30,000.00			\$30,000.00
Stand-beside POS Terminal Recurring Charges—Monthly					
- Service Fee – Stand-beside POS Lease		\$30.00	x28	\$840.00	\$10,080.00
Services – Per Request (HR/Per Hour)					
- Training		\$105.00			
- Business Analyst		\$115.00			
- Project Manager		\$125.00			
- Technical Support		\$130.00			
- Developer		\$110.00			
Travel to Islands					
- Travel to Guam (1 trip for 5 days, per person)					\$20,000.00
			Sub-Total Annual Cost	\$61,580.00	\$61,580.00
				Total Annual Cost	\$130,686.80

**EBT CONTRACT BETWEEN DPHSS/WIC AND CDP
COST BREAKDOWN**

Contract Term: March 1, 2021 through February 28, 2026

FY2026: October 1, 2025 through February 28, 2026 (5 Months)

Cost Per Case Month (CPCM) - Monthly (Based on the tier pricing for the combined active households for all WIC Agencies in the Consortium by the number of households served, for the particular WIC Agency for the month.)

			<u>Monthly Cost</u>	<u>Annual Cost</u>
Active Households	75,001 - 100,000	\$0.65		
- Estimate Active Household for Guam	4,300		\$2,795.00	\$13,975.00
POS Transaction Fee (Guam)		\$0.277		
- Estimate Active Household for Guam	10,700		\$2,963.90	\$14,819.50
	Sub-Total Annual Cost		\$5,758.90	\$28,794.50
OPTIONAL				
Equipment: (Per Request)				
- Clinic PIN Selection Terminal	\$145.00	X5	\$0	\$0
- Equipment setup and installation	\$155.00	X5	\$0	\$0
- POS Terminal Shipping Guam per	\$0.00		\$0	\$0
Courier				.00
- Disaster Services	\$30,000.00			\$0.00
Stand-beside POS Terminal Recurring Charges—				
Monthly				
- Service Fee – Stand-beside POS	\$30.00	X28	\$6,840.00	\$4,200.00
Lease				
Services – Per Request (HR/Per Hour)				
- Training	\$105.00			
- Business Analyst	\$115.00			
- Project Manager	\$125.00			
- Technical Support	\$130.00			
- Developer	\$110.00			
Travel to Islands				
- Travel to Guam (1 trip for 5 days, per person)				\$0.00
	Sub-Total Annual Cost		\$4,200.00	\$4,200.00
	Total Annual Cost		\$10,000.00	\$32,994.50

**EBT CONTRACT BETWEEN DPHSS/WIC AND CDP
 COST BREAKDOWN BY FISCAL YEAR (October 1 through September 30)
 Contract Term: March 01, 2021 through February 28, 2026**

FY 2021:	March 1, 2021 through September 30, 2021	\$97,692.30
FY2022:	October 1, 2021 through September 30, 2022	\$130,686.80
FY2023:	October 1, 2022 through September 30, 2023	\$130,686.80
FY2024:	October 1, 2023 through September 30, 2024	\$130,686.80
FY2025:	October 1, 2024 through September 30, 2025	\$130,686.80
FY2026:	October 1, 2025 through February 28, 2026	\$32,994.50
Total Contract Cost:		\$653,434.00

**EBT CONTRACT BETWEEN DPHSS/WIC AND CDP
 COST BREAKDOWN BY CALENDAR YEAR (March 1 through end of February of the following year)
 Contract Term: March 01, 2021 through February 28, 2026**

Year One:	March 1, 2021 through February 28, 2022	\$130,686.80
Year Two:	March 1, 2022 through February 28, 2023	\$130,686.80
Year Three:	March 1, 2023 through February 29, 2024	\$130,686.80
Year Four:	March 1, 2024 through February 28, 2025	\$130,686.80
Year Five:	March 1, 2025 through February 28, 2026	\$130,686.80
Total Contract Cost:		\$653,434.00