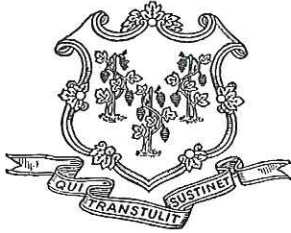


STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES



CONTRACT AMENDMENT

Contractor: J.P. MORGAN ELECTRONIC FINANCIAL SERVICES, INC.
Contractor Address: 300 S. Riverside Plaza, 16th Floor, Chicago, IL 60606
Contract Number: 999JPM-CEN-02 / 06DSS0911EE
Amendment Number: A2
Amount as Amended: \$24,245,860
Contract Term as Amended: 10/19/06 - 10/17/14

The contract between **J.P. Morgan Electronic Financial Services, Inc.** (the Contractor) and the Department of Social Services (the Department), which was last executed by the parties and approved by the Office of the Attorney General on 12/30/2011, is hereby further amended as follows:

1. The total maximum amount payable under this contract is increased by **\$7,395,936** from \$16,849,924 to \$24,245,860.

\$3,679,253 is due to the number of SNAP caseloads exceeding estimates.

\$3,716,683 is to continue services for an additional year.
2. The pricing chart shall in the original contract be replaced in its entirety by the pricing chart on page 3 of this amendment.
3. The term of the contract is extended for an additional one (1) year and the end date of the contract is changed from 10/18/2013 to 10/17/2014. This amendment may be extended up to one additional year to be exercised in 6 or 12 month increments, at the State's sole discretion.
4. SECTION X of the original contract shall be revised to include the following:

Protection of Confidential Information

- a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

- b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- i. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - ii. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - iii. A process for reviewing policies and security measures at least annually;
 - iv. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - v. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
- d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

This document constitutes an amendment to the above numbered contract. All provisions of that contract, except those explicitly changed above by this amendment, shall remain in full force and effect.

Discount to Core Food Stamp per Case Month Pricing:

JPMorgan will revise the NCS wide tier pricing for >1,500,001 FS cases per month to \$0.95, per the attached chart.

ARTICLE XXVIII – Pricing Charts

A. Core Services

1. Cash Benefits

NCS Caseload	Price per Case-Month: Cash
<100,000	\$.90
100,000–200,000	\$.80
200,001–300,000	\$.77
300,001–500,000	\$.74
500,001–800,000	\$.73
800,001–1,000,000	\$.72
1,000,001–1,200,000	\$.71
1,200,001–1,400,000	\$.70
1,400,001–1,750,000	\$.69
1,750,001–2,000,000	\$.68
2,000,001>	\$.67

2. Food Stamp Benefits

NCS Caseload	Price per Case-Month: Food
<100,000	\$1.32
100,000–200,000	\$1.30
200,001–300,000	\$1.28
300,001–400,000	\$1.21
400,001–500,000	\$1.15
500,001–600,000	\$1.11
600,001–700,000	\$1.09
700,001–800,000	\$1.07
800,001–900,000	\$1.05
900,001–1,500,000	\$1.02
>1,500,001	\$0.95

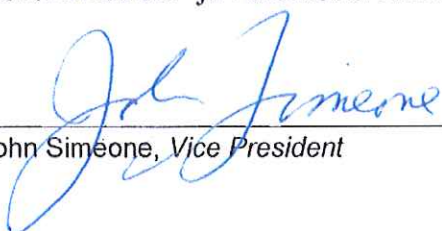
SIGNATURES AND APPROVALS

999JPM-CEN-02 / 06DSS0911EE A2

The Contractor IS a Business Associate under the Health Insurance Portability and Accountability Act of 1996 as amended.

Documentation necessary to demonstrate the authorization to sign must be attached.

CONTRACTOR - J.P. MORGAN ELECTRONIC FINANCIAL SERVICES, INC.



John Simeone, *Vice President*

5/28/13

Date

DEPARTMENT OF SOCIAL SERVICES

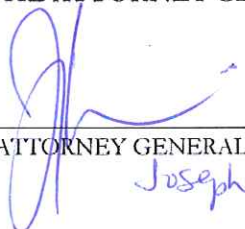


Roderick L. Bremby, *Commissioner*

6/3/2013

Date

OFFICE OF THE ATTORNEY GENERAL

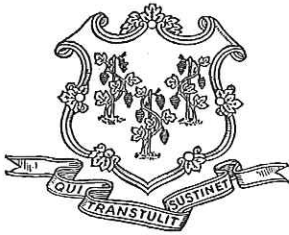


ASST. / ASSOC. ATTORNEY GENERAL (*Approved as to form & legal sufficiency*)
Joseph Rubin

6/19/13

Date

STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES



CONTRACT AMENDMENT

Contractor: J.P. Morgan Electronic Financial Services, Inc.
Contractor Address: 3 Marcus Blvd, Suite 201, Albany, NY 12205
Contract Number: 06DSS0911EE/999JPM-CEN-02
Amendment Number: 1
Amount of Amendment: \$123,900.00
Contract Term as Amended: 10/19/06 – 09/30/13

The contract between **J.P. Morgan Chase (the Contractor)** and the **Department of Social Services (the Department)**, which was last executed by the parties and signed by the Commissioner of the Department of Social Services on 09/20/2006 is hereby amended as follows:

1. The total maximum amount payable under this contract is increased by \$123,900.00 per Section 18.12 and 18.13. Such monies shall be utilized for the Summer EBT pilot program of CY 2011, and subsequently in CY 2012 and 2013, and shall be contingent upon the federal government's continued funding.
2. To implement the pilot program in the summer of 2011, the Contractor proposed, and the Department accepted in writing, a Business Requirements Document, attached hereto. This document shall serve to outline the required deliverables for the Summer EBT pilot program and shall be utilized as the model for future Summer EBT programs.
3. Sections 16.7 and 16.12 shall be deleted and replaced in their entirety as section 16.7 with the following language:

Non-discrimination.

- (a) For purposes of this Section, the following terms are defined as follows:
- (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b)
 - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the

laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;

- (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
 - (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
 - (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
 - (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
 - (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of

enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
 - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
 - (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

4. Section 3.3, Notices, shall be amended to reflect new contact liaisons for each party. For the Contractor, Richard Symington shall no longer be the contact and the contact shall now be: Donna Hatch

For the CSA, Section 3.3, ii. in case of notice to the Department, the contact shall now be: Craig Zimmerman

5. The Contractor agrees to comply with all applicable IRS requirements.

6. This document constitutes an amendment to the above numbered contract. All terms and conditions of the original contract not amended herein shall remain in full force and effect.

ACCEPTANCES AND APPROVALS

Documentation necessary to demonstrate the authorization to sign must be attached.

CONTRACTOR

JPMORGAN ELECTRONIC FINANCIAL SERVICES, INC.

Contractor (Corporate/Legal Name of Contractor)

Cobale

Authorized Official (Signature)

12/12/11

Date

Managing Director

Title

DEPARTMENT OF SOCIAL SERVICES

[Signature]
RODERICK L. BREMBY, Commissioner

12/15/2011

Date

OFFICE OF THE ATTORNEY GENERAL

[Signature]

Assoc. ASSISTANT ATTORNEY GENERAL (Approved as to form & legal sufficiency)

12/30/11

Date

ASSOC. ATTY. GENERAL

J.P.Morgan

**Treasury Services (TS)/EFS
Business Requirements Document (BRD)**

**PREBT10489 CT - SNAP Summer Electronic Benefits
Transfer for Children (SEBTC)**

Version: FINAL

*Executive Business Sponsor: Chris Paton
EBT Product Managers: Andrew Mastrino/Jaclyn Radeni
CT State Relationship Manager: Richard Symington
Business Project Manager: Matthew Harper
Technology Project Manager: Kim Keely
Technology Infrastructure (Ti) Program Manager: N/A
Project Start Date: 12/01/2010
Target Date for Delivery: 04/11/2011*

*Funding Cost Center #:
Owning LOB/BU Region(s) TS EFS
Impacted LOB/BU Region(s): N/A
Investment Initiative #: TBD
Business Case #: N/A
Work Request Mgmt #:
Technology PAR #:
Business PAR #: 207170
Project Document Repository: EFS SharePoint*

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Deliverable Introduction

Document Purpose

This document communicates the approved base-lined business requirements and traceability matrix associated with implementing the United States Department of Agriculture (USDA) SNAP Summer Electronic Benefit Transfer for Children (SEBTC) program for the State of Connecticut.

The requirements herein are high level and define "what" the business needs and does not intend or imply as to how the needs will be satisfied. Any actual or mocked images and examples provided are visual aids in explaining the business "what".

This document serves as input to the development of the Functional Requirements Document (FRD). The FRD progresses the business requirements to a lower level of detail and explains "how" the business needs will be satisfied.

Participants and Approvers

The matrix below identifies the project team members participating and approving this document. It also identifies the business units impacted by this BRD, or not. The Business Analyst (BA) is responsible for collecting information, document preparation, conducting reviews, document updates, and obtaining necessary approvals according to project timeline. Refer to Appendix B for images of captured approval emails.

BUSINESS UNIT	EBT	PARTICIPANT	COPY TO	APPROVER	APPROVE DATE
PMO Project Manager	Y	Matthew Harper	N/A	Matthew Harper	
Connecticut Relationship Manager	Y	Dick Symington	N/A	Dick Symington	
Product Manager	Y	Jaclyn Radeni	Andrew Mastrino	Jaclyn Radeni	
Compliance/Risk	Y	Tammie Egbert	N/A	Tammie Egbert	
Central Support Unit (CSU)	Y	Diane L Braccili	N/A	Diane L Braccili	
Marketing Services: Card Fulfillment and Statements	Y	Heather Gagliano	Jennifer Bauer	Heather Gagliano	12/13/10
Business System Analyst (BSA)	Y	Jose Prezas Ainder Jassal	Kim Le	N/A	N/A
Technology Project Manager	Y	Kim Keely	N/A	Kim Keely	
Finance	Y	Joseph O'Leary	N/A	Joseph M O'Leary	12/14/10
Retail Field Support (RFS)	Y	Josephine M Scadlock	N/A	Josephine M Scadlock	
Transaction Service Unit (TSU)	Y	Kelly L Walston	N/A	Kelly L Walston	
Quality Assurance Test (QA)	Y	Meta Bohon Stacey Smith	Angelica Pena Laura Jansen	Laurie A Padavan	
Fraud	Y	Leslie Maloney	Karl Klabunde	Leslie Maloney	
Customer Service Management Information System (Reporting Solutions)	Y	Lisa Weaver	Robin Greenman	Lisa Weaver	
Customer Service Platform (CSP)	Y	Robin Greenman	Nicole Towle Cory Bass	Cory Bass	

BUSINESS UNIT	EBT	PARTICIPANT	COPY TO	APPROVER	APPROVE DATE
Customer Service	Y	Robin Greenman		Robin E Greenman	
User Acceptance Test (UAT)	Y	Melissa J Watt	Sean Justice	Melissa J Watt or Sean L Justice	
Interactive Voice Response (IVR) or Audio Response Unit (ARU)	Y	Russ Shipler	Kevin Freeland	Russ Shipler	
Claims / Disputes	Y	Michael X Skains	Nicole Bricker	Michael X Skains	
Marketing Services: Card Personalization	Y	Sheri Ninnemann	Dori K Skelding	Sheri Ninnemann	
Billing	Y	Teresa E Watkins	Diana M Renbarger	Diana M Renbarger	
Settlement	Y	Teresa E Watkins	Diana M Renbarger	Diana M Renbarger	
Retail Management	Y	Chuck Peltier	Tina Hamilton Lorna Moore	Tina Hamilton	
Delivery Services	Y	Joseph R Keslar (Joe)	N/A	N/A	N/A
Distributed Applications (ARM, ASC, CAR, Case Tracking, CSP, CSMIS, EBT Browser Admin/Web Admin, FEB)	Y	N/A	Michael A Pokorny	N/A	N/A
Tandem Application	Y	Sylvain Lampron	Stephen P Foglia	N/A	N/A
Demand Management	Y	Carol M Donaldson (Only for Final BRD Review)	N/A	N/A	N/A
Documentation	Y	Karen L Stierman	Cindy Cunningham Donna Brennan	N/A	N/A
Tandem Development	Y	Michael A. Johnson	N/A	N/A	N/A
Business Analyst	Y	Lucy Delashmutt	N/A	N/A	N/A

Background**SNAP Summer Electronic Benefits Transfer for Children (SEBTC)**

The United States Department of Agriculture (USDA) is committed to ending childhood hunger by 2015. A key challenge in meeting this commitment is the problem of summer hunger and food insecurity. During the school year, the National School Lunch and Breakfast Programs provide free and reduced-price meals to low-income children, including many who would have inadequate access to food in the absence of school meals. However, those programs end when school ends for the summer. Some studies show that food insecurity increases over the summer months, the period when school lunches and breakfasts are unavailable to most children.

While the current Summer Food Service Program (SFSP) currently enriches the lives of millions of low-income children by making nutritious food available and by providing resources that support summer education and recreation programs, it reaches only a small fraction of the children served during the school year. Nationally, peak SFSP participation rarely has exceeded 10-15 percent of average participation in free and reduced-price school lunches. It has fluctuated around 2 million children per summer for the last twenty years, even as participation in the school meal programs has increased steadily. The SFSP provides critical support for many children, but about 4 of every 5 potentially needy children appear to lack access to subsidized meals on an average day during the months when school is not in session.

The 2010 Agriculture Appropriations Act (P.L. 111-80) provided authority and funding for USDA to execute a proof of concept demonstration and rigorously evaluate methods of reducing or preventing summertime food insecurity and hunger in children. The Food and Nutrition Service (FNS) will conduct a range of demonstration projects that test enhancements to the existing SFSP, as well as ones that test household food benefits to reach food insecure children and prevent hunger in the summer.

FNS seeks 1 to 4 States to demonstrate the provision of household-based summer food benefits using SNAP electronic benefit transfer (EBT) technology as the delivery mechanism for summers 2011 to 2013.

The 2011 demonstrations will not be statewide, but will operate in one or more contiguous School Food Authorities (SFAs) within the State. The demonstration area must have 10,000 to 12,000 school age children certified for free or reduced-price meals under the National School Lunch Program. The proposed demonstration area can be urban (e.g., a small portion of an SFA in a large city) or rural (e.g., many contiguous SFAs in sparsely populated areas.) Proposed demonstration areas must have 10,000 to 12,000 children certified for free or reduced-price meals but may vary greatly in geographic size according to population density.

To confirm the above yearly children that will be included in the program -
2011 pilot will involve 2500 children
2012 pilot will involve 5000 children
2013 will be determined by the availability of funds

Connecticut is a JPMorgan EBT client. FNS has awarded the State of Connecticut the opportunity to demonstrate the SNAP SEBTC program in 2011.

Inputs, Outputs

The following serve as inputs to this BRD and their storage location:

	Document	Document Location
1	PREBT10489 Project Charter	
2	PREBT10489 Program Information Sheet	
3	USDA Request for Application – Summer EBT For Children - SNAP	
4	BRD Participant and Approver Master Matrix	http://sharepoint.ipmchase.net/sites/spknzrn/Shared%20Documents/Forms/AllItems.aspx
5	Interviews and initial document reviews with EBT Product Mgr	Conducted with Jaelyn Radeni on 12/1/10
6	Connecticut client facing design	http://sharepoint.ipmchase.net/sites/spxchktj/KC/default.aspx Refer to Appendix A for current CT reports inventory.
7	Copy of Connecticut Monthly EBT Bill	Refer to Appendix B for sample CT monthly bill.
8	Input collected during progressive Internal JPMorgan BRD reviews conducted on the following dates:	First Session: 12/06/10 Second Session: 12/13/10 Third Session: 12/15/10 Fourth Session: 12/22/10 Fifth Session: 01/06/11

This BRD will serve as input to these project deliverables:

	Document
1	Detailed Project Schedule
2	Functional Requirement Document
3	Quality Center Compatible Requirement Excel File used to upload to QC requirement database
4	Quality Assurance Test Strategy
5	User Acceptance Test Strategy
6	Level 0 Estimate

Scope Change Procedures

This document represents the approved base-line business requirements and Traceability Matrix for this project. If an increase or decrease in scope of business functionality becomes necessary after approval of this document, the formal change control procedure as defined in the Project Management Plan document will apply and Traceability Matrix adjusted accordingly.

Assumptions / Constraints / Risks

#	Assumption / Constraints/ Risks	Confirmed (Yes/No)	Probability (Low, Medium, or High)	Impact (Low, Medium, or High)	Responsible Group/Person
1.	Constraint: Development and approval of this BRD supports an April 11, 2011 implementation date.	Y	H	H	BPM BA
2.	Assumption/Constraint: The individuals needed to complete this BRD are available when planned to participate in requirement sessions. If resources are not available due to other priorities or constraints, it may cause a delay in document delivery.	Y	H	H	BRD Participants and Approvers
3.	Assumption: The SEBTC program can integrate into the existing Food Stamp profile and avoid creation of a new profile.	Y	M	M	Technology
4.	Assumption: The Product Team representatives have obtained appropriate legal advice and direction prior to document sign off.	Y	H	H	Product Management
5.	Assumption: The Project Management Strategy for this project supports that this BRD is for internal JPM use only and not intended for external distribution or review. A client-facing design document will be prepared only as required per EBT state contract.	Y	H	H	PM
6.	Assumption: The EBT POS devices currently deployed in Connecticut require no new software.	Y	H	H	BRD Participants and Approvers
7.	Assumption: The existing EBT Claim Types (related to disputes processing) apply to the SEBTC program.	Y	H	H	BRD Participants and Approvers
8.	Assumption: The State's eligibility systems, infrastructure to include network connectivity, and end users currently supporting current SNAP program will also support the SEBTC program. New end user IDs and roles to JPM's administrative system for SEBTC program will be determined in design.	Y	H	H	BRD Participants and Approvers

Glossary

#	Term/Acronym	Definition
1	Client	General terms used to reference a state that has contracted with JPMorgan to receive EBT SNAP and/or Cash electronic benefits.
2	EBT State	EBT State is a general term referring to a state's agency responsible for managing EBT SNAP and Cash benefits. The EBT state agency has contracted with JPM for EBT services. An EBT state is also a "Client".
3	EBT Browser Admin System	The administrative system used by the Client to inquire, update, and financially impact its SNAP cardholder account data.
4	EBT Local Office	EBT States have local offices where program case workers meet with families and perform functions such as: determine eligibility, create/maintain accounts, issue SNAP benefits.
5	EBT Tandem (Host Database)	JPMorgan's mainframe computer which holds all cardholder EBT SNAP and Cash account data to include deposits, spend transactions, adjustments, balances, administrative actions taken on a cardholder's account such as Card Status change, Accounts status change.
6	Electronic Financial Services (EFS)	Electronic Financial Services. JPMorgan provides contracted state EBT Agencies the ability for SNAP benefit recipients to access/consume granted food items using a card account.
7	FNS	Food and Nutrition Services, a sector of USDA. FNS manages the SNAP program.
8	SNAP	The United States Department of Agriculture, Food and Nutrition Services (FNS), Supplemental Nutrition Assistance Program.
9	Summer Food Service Program (SFSP)	An existing USDA summer food enrichment program that only reaches a small fraction of the children who received free or subsidized lunches during the school year.
10	USDA	United States Department of Agriculture.

Requirements

Maximum Requirements List

Below is an inventory of EBT business function, by Traceability ID, with indication if the function is in-scope (impacted) by this project. The detailed business requirements presented in section 2.2 follow same order.

Traceability ID	Functional Requirement Category	IN / OUT of Scope
BR01	Retailer Management	IN
BR02	Card Design and Fulfillment Materials	IN
BR03	Benefit Eligibility	IN
BR04	Account Setup and Maintenance	IN
BR05	Over-The-Counter Card Issuance	OUT
BR06	Mail Card Issuance	IN
BR07	PIN Change	IN
BR08	Deposits	IN
BR09	Repayment	IN
BR10	Aging and Expungement	IN
BR11	Transactions	IN
BR12	Fees	IN
BR13	Adjustments / Disputes	IN
BR14	Cardholder Customer Service and IVR	IN
BR15	Tandem Reports and Files	IN
BR16	Settlement	IN
BR17	Fraud	IN
BR18	Client Support	IN
BR19	Client Billing	IN
BR20	Administrative Systems	IN
BR21	Cardholder Website	IN
BR22	InfoManager	IN
BR23	Documentation	IN
BR24	Disaster Services	OUT

Current vs. Future Business Process & Detailed Requirements

Below is a matrix which provides the 1) Current EBT SNAP business processes by major requirement category, 2) Future SEBTC business process and detailed requirements traceability ID.

Traceability Category Name	Current EBT Business Process	Requirement Traceability ID	Future Process and Detailed Business Requirement
BR01 Retailer Management	<u>EBT Retailer Enrollment</u> 1. Retailers wishing to participate in the EBT SNAP program must apply and receive approval from FNS. 2. If approved, FNS transmits the retailer's uniquely assigned FNS number and demographic information to JPM on the FNS daily REDE file. This file also contains retailers that are newly re-instated and those newly de-authorized. 3. JPM applies the REDE file data to the retailer database (BAIS) and mails each newly approved retailer an enrollment package containing a contract agreement, ACH Authorization Form, and program information. 4. Newly approved, and re-instated, EBT Only retailers must complete the contract and ACH Authorization forms and return to JPM in order to receive a Point of Sale device(s).	BR01.01 EBT Retailer Enrollment	<u>EBT Retailer Enrollment</u> 1. Current enrollment process applies to SEBTC program. 2. The FNS number assigned to each current, or future, EBT retailer will not change and expected to support SEBTC SNAP transactions.
BR01 Retailer Management	<u>EBT Only POS Devices</u> 1. JPM sends EBT Only retailers the appropriate number of Point of Sale device(s) per FNS rules, with installation and maintenance manual. JPM provides telephone training to each new EBT Only Retailer. JPM owns EBT Only POS devices. 2. Upon installation and testing of EBT Only POS device(s), the EBT Only retailer is ready to perform SNAP transactions processed on the Quest Network. The Quest Network is considered a 'closed' network because if only processes EBT type transactions. 3. Those EBT Only Retailers who have been de-authorized receive instruction to prepare for a POS device UPS pickup.	BR01.02 EBT Only POS Devices	<u>EBT Only POS Devices</u> 1. Current process applies to SEBTC program.
BR01 Retailer Management	<u>EBT Retailer Commercial POS Devices</u> 1. EBT Retailers may have commercial POS device(s) through a Third Party Processor (TPP) and programmed to process SNAP transactions. 2. EBT Retailers using commercial POS devices receive an information packet providing SNAP program related information and a site survey. 3. EBT Retailers using commercial POS Device(s) receive technical help desk support from their Third Party Processor. 4. EBT Retailers using commercial POS Device(s) may receive general SNAP Program support using the JPM Toll Free Retail Support Help Desk.	BR01.03 EBT Retailer Commercial POS Devices	<u>EBT Retailer Commercial POS Devices</u> 1. Current process applies to SEBTC program.
BR01 Retailer Management	<u>EBT Retailer Financial Redemption</u> 1. EBT Retailers completing SNAP transactions receive ACH direct deposit payment (redemption) for all completed SNAP purchase transactions (net refunds) within two business days after the transaction occurred.	BR01.04 EBT Retailer Financial Redemption	<u>EBT Retailer Financial Redemption</u> 1. Current process applies to EBT SEBTC program. 2. EBT retailers will continue to receive a single daily SNAP redemption payment. 3. The exception is payment will be the sum of the SNAP purchases plus SEBTC SNAP purchases.
BR01 Retailer Management	<u>EBT Retailer Help Desk</u> 1. The EBT Only retailer may call the JPM Toll Free Retail Support Help Desk for program assistance and POS device technical support.	BR01.05 EBT Retail Help Desk	<u>EBT Retail Help Desk</u> 1. EBT retailers may call the existing JPM Toll Free Retail Support Help Desk to obtain SEBTC program information/support.

Traceability Category Name	Current EBT Business Process	Requirement Traceability ID	Future Process and Detailed Business Requirement
BR01 Retailer Management	<u>EBT Retailer Website</u> 1. EBT retailers may access the online Retail Support Website to query state specific program information/forms and Frequently Asked Questions (FAQs).	BR01.06 EBT Retailer Website	<u>EBT Retailer Website</u> 1. EBT retailers may access the existing online Retail Support Website to query state specific SEBTC program information/forms and Frequently Asked Questions (FAQs).
BR01 Retailer Management	N/A	BR01.07 SEBTC Program Notification	<u>SEBTC Program Retailer Notification</u> 1. Existing and newly certified CT EBT retailers will receive (by mail) an EBT SEBTC Retailer Fact sheet providing appropriate information about the new program prior to program implementation date.
BR01 Retailer Management	<u>Retail Reports</u> JPM provides a standard set of retail reporting with regard to EBT Retail Support.	BR01.08 Retail Reports	<u>Retail Reports</u> JPM will continue to provide the same Retail Reporting to CT as done today.
BR02 Card and Fulfillment Materials	<u>Quest Rules Card Compliance</u> 1. All State's EBT cards meet ISO, ANSI, and Quest Standards.	BR02.01 Quest Rules Card Compliance	<u>Quest Rules Card Compliance</u> 1. CT SEBTC cards must meet ISO, ANSI, and Quest Standards and the State is responsible for ensuring their card vendor meets this requirement.
BR02 Card and Fulfillment Materials	<u>EBT Card Design/Fulfillment</u> 1. Connecticut does not use JPMorgan for card design, plastics production, or fulfillment material services. CT uses an external vendor for these services. 2. Connecticut provides a card production file to their vendor who produces and mails EBT cards.	BR02.02 SEBTC Card Design/Fulfillment	<u>SEBTC Card Design/ Fulfillment</u> 1. CT will continue to use their existing vendor (non-JPM vendor) for SEBTC card design, plastics supply, fulfillment materials, envelopes, and card mailing services. 2. CT will continue to provide their external vendor with a daily card production(s) file containing SEBTC card and demographic information. 3. CT will be responsible for coordinating necessary tasks with their vendor for card design and fulfillment for SEBTC card.
BR02 Card and Fulfillment Materials	<u>BIN and PAN Numbers</u> 1. Connecticut has its own unique six digit EBT BIN Number. 2. Connecticut controls and assigns card numbers to EBT recipients and provides card number information to JPM in the daily demographic file.	BR02.03 SEBTC BIN and PAN Numbers	<u>SEBTC BIN and PAN Numbers</u> 1. CT will use their existing six digit EBT BIN Number for the SEBTC program. 2. The SEBTC card numbering scheme (PAN) must be uniquely distinguishable from state's standard EBT card. CT will provide a unique 7th digit on SEBTC PAN numbers. 3. CT will be responsible for providing JPM with the unique 7th digit.
BR03 Benefit Eligibility	<u>EBT Benefit Eligibility</u> 1. State EBT Agencies determine those families qualifying for SNAP benefits, and maintain demographic and benefit information in their system.	BR03.01 SEBTC Benefit Eligibility	<u>SEBTC Benefit Eligibility</u> 1. CT will be responsible for soliciting families for the SEBTC program and determining their eligibility. 2. CT will host benefit eligibility in their system, as done today for EBT program.
BR03 Benefit Eligibility	<u>EBT Case Number</u> 1. Connecticut controls and assigns each qualifying family a unique EBT Case Number which is provided to JPM in the daily demographic file.	BR03.02 SEBTC Case Number	<u>SEBTC Case Number</u> 1. CT will determine a unique SEBTC Case Number scheme and provide to JPM. 2. CT will control and assign each qualifying family a unique SEBTC Case Number. 3. The SEBTC Case Number scheme will distinguish SEBTC program on reports, files, administrative online system, and InfoManager.

Current vs. Future Business Process & Detailed Requirements

Below is a matrix which provides the 1) Current EBT SNAP business processes by major requirement category, 2) Future SEBTC business process and detailed requirements traceability ID.

Traceability Category Name	Current EBT Business Process	Requirement Traceability ID	Future Process and Detailed Business Requirement
BR01 Retailer Management	<u>EBT Retailer Enrollment</u> 1. Retailers wishing to participate in the EBT SNAP program must apply and receive approval from FNS. 2. If approved, FNS transmits the retailer's uniquely assigned FNS number and demographic information to JPM on the FNS daily REDE file. This file also contains retailers that are newly re-instated and those newly de-authorized. 3. JPM applies the REDE file data to the retailer database (BAIS) and mails each newly approved retailer an enrollment package containing a contract agreement, ACH Authorization Form, and program information. 4. Newly approved, and re-instated, EBT Only retailers must complete the contract and ACH Authorization forms and return to JPM in order to receive a Point of Sale device(s).	BR01.01 EBT Retailer Enrollment	<u>EBT Retailer Enrollment</u> 1. Current enrollment process applies to SEBTC program. 2. The FNS number assigned to each current, or future, EBT retailer will not change and expected to support SEBTC SNAP transactions.
BR01 Retailer Management	<u>EBT Only POS Devices</u> 1. JPM sends EBT Only retailers the appropriate number of Point of Sale device(s) per FNS rules, with installation and maintenance manual. JPM provides telephone training to each new EBT Only Retailer. JPM owns EBT Only POS devices. 2. Upon installation and testing of EBT Only POS device(s), the EBT Only retailer is ready to perform SNAP transactions processed on the Quest Network. The Quest Network is considered a 'closed' network because if only processes EBT type transactions. 3. Those EBT Only Retailers who have been de-authorized receive instruction to prepare for a POS device UPS pickup.	BR01.02 EBT Only POS Devices	<u>EBT Only POS Devices</u> 1. Current process applies to SEBTC program.
BR01 Retailer Management	<u>EBT Retailer Commercial POS Devices</u> 1. EBT Retailers may have commercial POS device(s) through a Third Party Processor (TPP) and programmed to process SNAP transactions. 2. EBT Retailers using commercial POS devices receive an information packet providing SNAP program related information and a site survey. 3. EBT Retailers using commercial POS Device(s) receive technical help desk support from their Third Party Processor. 4. EBT Retailers using commercial POS Device(s) may receive general SNAP Program support using the JPM Toll Free Retail Support Help Desk.	BR01.03 EBT Retailer Commercial POS Devices	<u>EBT Retailer Commercial POS Devices</u> 1. Current process applies to SEBTC program.
BR01 Retailer Management	<u>EBT Retailer Financial Redemption</u> 1. EBT Retailers completing SNAP transactions receive ACH direct deposit payment (redemption) for all completed SNAP purchase transactions (net refunds) within two business days after the transaction occurred.	BR01.04 EBT Retailer Financial Redemption	<u>EBT Retailer Financial Redemption</u> 1. Current process applies to EBT SEBTC program. 2. EBT retailers will continue to receive a single daily SNAP redemption payment. 3. The exception is payment will be the sum of the SNAP purchases plus SEBTC SNAP purchases.
BR01 Retailer Management	<u>EBT Retailer Help Desk</u> 1. The EBT Only retailer may call the JPM Toll Free Retail Support Help Desk for program assistance and POS device technical support.	BR01.05 EBT Retail Help Desk	<u>EBT Retail Help Desk</u> 1. EBT retailers may call the existing JPM Toll Free Retail Support Help Desk to obtain SEBTC program information/support.

Traceability Category Name	Current EBT Business Process	Requirement Traceability ID	Future Process and Detailed Business Requirement
BR01 Retailer Management	<u>EBT Retailer Website</u> 1. EBT retailers may access the online Retail Support Website to query state specific program information/forms and Frequently Asked Questions (FAQs).	BR01.06 EBT Retailer Website	<u>EBT Retailer Website</u> 1. EBT retailers may access the existing online Retail Support Website to query state specific SEBTC program information/forms and Frequently Asked Questions (FAQs).
BR01 Retailer Management	N/A	BR01.07 SEBTC Program Notification	<u>SEBTC Program Retailer Notification</u> 1. Existing and newly certified CT EBT retailers will receive (by mail) an EBT SEBTC Retailer Fact sheet providing appropriate information about the new program prior to program implementation date.
BR01 Retailer Management	<u>Retail Reports</u> JPM provides a standard set of retail reporting with regard to EBT Retail Support.	BR01.08 Retail Reports	<u>Retail Reports</u> JPM will continue to provide the same Retail Reporting to CT as done today.
BR02 Card and Fulfillment Materials	<u>Quest Rules Card Compliance</u> 1. All State's EBT cards meet ISO, ANSI, and Quest Standards.	BR02.01 Quest Rules Card Compliance	<u>Quest Rules Card Compliance</u> 1. CT SEBTC cards must meet ISO, ANSI, and Quest Standards and the State is responsible for ensuring their card vendor meets this requirement.
BR02 Card and Fulfillment Materials	<u>EBT Card Design/Fulfillment</u> 1. Connecticut does not use JPMorgan for card design, plastics production, or fulfillment material services. CT uses an external vendor for these services. 2. Connecticut provides a card production file to their vendor who produces and mails EBT cards.	BR02.02 SEBTC Card Design/Fulfillment	<u>SEBTC Card Design/ Fulfillment</u> 1. CT will continue to use their existing vendor (non-JPM vendor) for SEBTC card design, plastics supply, fulfillment materials, envelopes, and card mailing services. 2. CT will continue to provide their external vendor with a daily card production(s) file containing SEBTC card and demographic information. 3. CT will be responsible for coordinating necessary tasks with their vendor for card design and fulfillment for SEBTC card.
BR02 Card and Fulfillment Materials	<u>BIN and PAN Numbers</u> 1. Connecticut has its own unique six digit EBT BIN Number. 2. Connecticut controls and assigns card numbers to EBT recipients and provides card number information to JPM in the daily demographic file.	BR02.03 SEBTC BIN and PAN Numbers	<u>SEBTC BIN and PAN Numbers</u> 1. CT will use their existing six digit EBT BIN Number for the SEBTC program. 2. The SEBTC card numbering scheme (PAN) must be uniquely distinguishable from state's standard EBT card. CT will provide a unique 7th digit on SEBTC PAN numbers. 3. CT will be responsible for providing JPM with the unique 7th digit.
BR03 Benefit Eligibility	<u>EBT Benefit Eligibility</u> 1. State EBT Agencies determine those families qualifying for SNAP benefits, and maintain demographic and benefit information in their system.	BR03.01 SEBTC Benefit Eligibility	<u>SEBTC Benefit Eligibility</u> 1. CT will be responsible for soliciting families for the SEBTC program and determining their eligibility. 2. CT will host benefit eligibility in their system, as done today for EBT program.
BR03 Benefit Eligibility	<u>EBT Case Number</u> 1. Connecticut controls and assigns each qualifying family a unique EBT Case Number which is provided to JPM in the daily demographic file.	BR03.02 SEBTC Case Number	<u>SEBTC Case Number</u> 1. CT will determine a unique SEBTC Case Number scheme and provide to JPM. 2. CT will control and assign each qualifying family a unique SEBTC Case Number. 3. The SEBTC Case Number scheme will distinguish SEBTC program on reports, files, administrative online system, and InfoManager.

Traceability Category Name	Current EBT Business Process	Requirement Traceability ID	Future Process and Detailed Business Requirement
BR04 Account Setup and Maintenance	<u>EBT Account Setup & Maintenance</u> 1. <u>Batch File Method:</u> The EBT State Agency provides batch file containing demographic information for new accounts, and demographic updates to existing accounts. CT uses Batch File method. 2. <u>Host-to-Host Method:</u> The local office case workers access their state's eligibility system to setup or maintain new or existing SNAP recipient demographic and account information. The state's system will automatically update the EBT Tandem database at the same time via host-to-host messaging. CT does not use Host-to-Host method. 3. <u>Administrative System Method:</u> The local office case workers access the EBT Browser Administration system to setup cardholder account(s), or modify existing cardholder demographic and account information. CT does not use administrative system method.	BR04.01 SEBTC Account Setup & Maintenance	<u>SEBTC Account Setup & Maintenance</u> 1. <u>Batch File Method:</u> CT will continue to use existing batch method to establish and maintain account information for the SEBTC program. CT will provide SEBTC Case # and Card Number information on the file as done today for EBT. 2. <u>Host-to-Host Method:</u> SEBTC program will not support. 3. <u>Administrative System Method:</u> SEBTC program will not support.
BR04 Account Setup and Maintenance	<u>EBT Demographic File Frequency</u> 1. The EBT State Agency provides batch EBT demographic files at agreed periodic intervals per contract agreement.	BR04.02 SEBTC Demographic Frequency	<u>SEBTC Demographic File Frequency</u> 1. CT has been requested to submit a large SEBTC demographic file at the beginning of the summer containing all SEBTC recipient demographic information, unique case numbers, and card numbers, etc. 2. Subsequent demographic file may be sent and JPM will process business as usual.
BR04 Account Setup and Maintenance	<u>EBT Investigative Accounts</u> 1. Per contract, EBT states may have ability to create accounts for use in fraud investigation via online administrative screen or batch file.	BR04.03 Investigative Accounts	<u>SEBTC Investigative Accounts</u> 1. SEBTC program will not support investigative account setup.
BR05 Over-The-Counter Card Issuance	<u>OTC First & Replacement Card Issuance:</u> 1. Connecticut does not issue first, or replacement, EBT cards using an Over-The-Counter method.	BR05.01 OTC First Card Issuance and PIN Select	<u>OTC First & Replacement Card Issuance:</u> 1. CT will follow their existing EBT practices and will not issue SEBTC cards Over-The-Counter.
BR06 Mail Card Issuance	<u>EBT Mailed First & Replacement Card / Activation / PIN Set</u> 1. Connecticut issues initial (first), and replacement, cards using a mail process using an external card vendor. 2. Connecticut cards are mailed in inactive status. 3. Connecticut cardholders may PIN and automatically activate their cards using the IVR or CAPS device. NOTE #1: CT does have a process for PIN Mailers but it is NOT USED. NOTE #2: CT does not have the PIN Change screen in Browser Admin. NOTE #3: CT does not carry PIN numbers forward to replacement cards.	BR06.01 Mailed First & Replacement Card /Activation / PIN Set	<u>SEBTC Mailed First & Replacement Card / Activation / PIN Set</u> 1. CT will use their existing outside (non-JPM) vendor for mailing of first and replacement SEBTC cards. 2. SEBTC cards will be mailed in inactive status, as done for CT EBT cards. 3. Cardholders will use existing processes on the IVR or CAPS device to assign a PIN to first or replacement cards, which also automatically activates the card. NOTE #1: CT does have a process for PIN Mailers but it is NOT USED. NOTE #2: CT does not have the PIN Change screen in Browser Admin. NOTE #3: CT does not carry PIN numbers forward to replacement cards.
BR06 Mail Card Issuance	<u>EBT Undeliverable Mailed Cards</u> 1. EBT states have a process for handling EBT mailed cards that could not be delivered. Some states choose to receive their undeliverable cards, while others may elect to have undelivered cards returned to JPM.	BR06.02 Undeliverable Mailed Cards	<u>SEBTC Undeliverable Mailed Cards</u> 1. CT undeliverable SEBTC cards will be returned to the State as done today for EBT cards and processed the same.
BR07 PIN Change	<u>PIN Change Methods</u> 1. EBT States may allow their cardholders to change their PIN using IVR, Cardholder Website, CAPS device, PIN Change screen on Browser Admin.	BR07.01 PIN Change Methods	<u>PIN Change Methods</u> 1. CT SEBTC cardholders may use the IVR, Cardholder Website, CAPS device to change their PIN, as done today for EBT program.

Traceability Category Name	Current EBT Business Process	Requirement Traceability ID	Future Process and Detailed Business Requirement
BR07 PIN Change	<u>Reset Invalid Attempt PIN Counter</u> 1. Cardholder PIN numbers become locked after exceeding the designated number of invalid PIN attempts at a POS device while attempting to complete a purchase. PINs become unlocked via batch job on nightly basis. 2. Alternatively, some states have access to the PIN Unlock screen in browser admin system which a case worker uses to real-time unlock a cardholders' PIN.	BR07.02 Reset Invalid PIN Attempt Counter	<u>Reset Invalid Attempt PIN Counter</u> 1. CT will use existing EBT process and lock an SEBTC cardholder's PIN after 3 invalid PIN attempts at a POS device. The Invalid PIN Counter is reset to zero on a nightly basis. 2. CT will use existing EBT process and allow case workers to access the browser admin PIN Unlock feature to reset an SEBTC cardholder's invalid PIN attempt counter to zero.
BR08 Deposits	<u>EBT Deposits & Benefit Type</u> 1. <u>EBT Benefit Types:</u> EBT SNAP and Cash programs have their own unique Benefit Type numbers as assigned by the State. 2. <u>Batch File Method:</u> Connecticut provides batch files containing EBT SNAP deposits which are posted to cardholder accounts on the date directed in the file. 3. <u>Host-to-Host Method:</u> EBT States may have the ability for their case workers to access their eligibility system to add benefits to eligible SNAP recipients. The benefits automatically update the EBT Tandem database via Host-to-Host message. Connecticut does not have this method. 4. <u>Administrative System Method:</u> EBT States may have the local office case workers access the EBT Browser Administration system to add benefits to recipient's SNAP account. Connecticut does not have this method.	BR08.01 SEBTC Deposits & Benefit Type	<u>SEBTC Deposits & Benefit Type</u> 1. <u>SEBTC Benefit Type:</u> CT SEBTC program have its own unique Benefit Type. CT will provide JPM with the unique Benefit Type code. 2. <u>Batch File Method:</u> CT will use existing batch deposit file for SEBTC program. 3. <u>Host-to-Host Method:</u> CT SEBTC program will not support Host-to-Host deposits. 4. <u>Administrative System Method:</u> CT SEBTC program will not support Administrative System online deposits.
BR08 Deposits	<u>EBT Deposit Frequency</u> 1. <u>Batch File Frequency:</u> The EBT State Agency provides batch files at agreed periodic intervals, and up to daily as needed. Batch deposit records provide EBT Case # and benefit type which determines if funds are SNAP or Cash.	BR08.02 SEBTC Deposit Frequency	<u>SEBTC Deposit Frequency</u> 1. CT has been requested to submit a large SEBTC deposit file at the beginning of the summer containing all program deposit records with benefit availability date. <u>Example:</u> The deposit file may have three deposit records for SEBTC Case #123 which will post in June, July, August., respectively. 2. Subsequent deposit files may be sent and JPM will process business as usual.
BR09 Repayment	<u>EBT Repayment</u> 1. <u>Account Repayment:</u> EBT states may have ability to use the administrative system to debit adjust a cardholder's entire account balance and return the balance to FNS on the AMA file. CT currently has Account Repayment feature. 1. <u>Grant Repayment:</u> EBT states may have the ability to use the administrative system to debit adjust a specific deposit (grant) posted to a cardholder's account and return grant to FNS on the AMA file. CT currently does not have Repayment by Grant feature.	BR09.01 SEBTC Repayment	<u>SEBTC Repayment</u> 1. <u>Account Repayment:</u> This function exists today for CT and applies to SEBTC. 2. <u>Grant Repayment:</u> This function does not exist today for CT EBT program and will not apply to SEBTC.
BR10 Aging and Expungement	<u>EBT Aging and Expungement</u> 1. SNAP deposits have a consumable lifespan of a defined period of days. 2. CT SNAP benefits age in 90, 180, and 365 day intervals from the date the benefit was made available to the recipient. 3. If a SNAP benefit deposit is not fully spent to zero balance within the 365 allocated period of time, the remaining balance of the benefit deposit is automatically debited from the cardholder's account after 365 days and returned to FNS on the AMA file. (Expungement). Expunged benefits are reported to the state.	BR10.01 SEBTC Aging & Expungement	<u>SEBTC Aging and Expungement</u> 1. SEBTC program aging and expungement FNS rules pending from CT and FNS.


Traceability Category Name	Current EBT Business Process	Requirement Traceability ID	Future Process and Detailed Business Requirement
BR11 Transactions	<u>SNAP Transaction Set</u> 1. Per contract, EBT states may be configured to support the following SNAP transaction set and must follow FNS guidelines. • SNAP Balance Inquiry • SNAP Purchase • SNAP Purchase cancel/void last transaction • SNAP Merchandise Refund (Return)	BR11.01 SEBTC Transaction Set	<u>SEBTC Transaction Set</u> 1. The current Connecticut SNAP transaction set will apply to SEBTC program and includes: • SNAP Balance Inquiry • SNAP Purchase • SNAP Purchase cancel/void last transaction • SNAP Merchandise Refund (Return)
BR11 Transactions	<u>SNAP Transaction Receipts</u> 1. SNAP transaction receipts produced on an EBT Only or Commercial POS device follow FNS guidelines.	BR11.02 SEBTC Transaction Receipts	<u>SEBTC Transaction Receipts</u> 1. CT EBT SNAP transaction receipts apply to the SEBTC program.
BR11 Transactions	<u>SNAP Manual Voucher with Voice Authorization</u> 1. When a retailer is unable to complete a SNAP purchase due to communication issues, the retailer will use the Manual Voucher with Voice Authorization Process to permit the SNAP purchase to continue.	BR11.03 SEBTC Manual Voucher with Voice Authorization	<u>SEBTC Manual Voucher with Voice Authorization</u> 1. CT current EBT SNAP manual voucher with voice authorization process will apply to SEBTC.
BR11 Transactions	<u>SNAP Benefit Access</u> 1. SNAP benefits are accessible using the EBT card at any POS device capable of processing SNAP transactions.	BR11.04 SEBTC Benefit Access	<u>SEBTC Benefit Access</u> 1. The SEBTC card only allows access to SEBTC SNAP benefits at a POS device that supports SNAP transactions. 2. The EBT card only allows access to standard SNAP benefits at POS device that supports SNAP transactions. 3. It is possible for a family to have both an SEBTC Case/Card/Account; and, an EBT Case/Card/Account.
BR12 Cardholder Fees	<u>SNAP Cardholder Fees</u> 1. EBT states may assess fees to their cardholders, per contract.	BR12.01 SEBTC Cardholder Fees	<u>SEBTC Cardholder Fees</u> 1. CT currently does not assess cardholder fees for their SNAP program and there will be no fees assessed for the SEBTC program.
BR13 Adjustments / Disputes	<u>SNAP Retailer Initiated Claims</u> 1. SNAP solution supports and processes transaction disputes (claims) initiated by EBT Retailers via Single Point of Correction system and follow FNS rules.	BR13.01 Retailer Initiated Claims	<u>SEBTC SNAP Retailer Initiated Claims</u> 1. As done today in EBT SNAP program, retailers must be able to initiate a claim on an SEBTC transaction using Single Point of Correction. SEBTC program claims processing rules pending from CT and FNS.
BR13 Adjustments / Disputes	<u>SNAP Cardholder Initiated Claims</u> 1. SNAP solution supports and processes transaction disputes (claims) initiated by EBT cardholders via phone call to Customer Service, electronic message to Customer Service via Cardholder Website. Such claims follow FNS rules.	BR13.02 Cardholder Initiated Claims	<u>SEBTC Cardholder Initiated Claims</u> 1. As done today in the EBT SNAP program, SEBTC cardholders must also be able to initiate a claim via phone call to customer service, or via electronic message using the cardholder website, to Customer Service. 2. No new claim types expected.
BR13 Adjustments / Disputes	<u>SNAP Discrepancy Claims</u> 1. SNAP solution supports the automated creation of claims due to un-matched transactions on the JPM Tandem Host and the Fiserv Switch. Each discrepancy claim is reviewed and appropriate action taken to adjust cardholder EBT SNAP account balance as needed.	BR13.03 Discrepancy Claims	<u>SEBTC Discrepancy Claims</u> 1. As done today in the EBT SNAP program, SEBTC program must support the automated creation of claims due to unmatched transactions on the JPM Tandem Host versus daily the Fiserv Switch file. Each discrepancy claim is reviewed and appropriate action taken to adjust cardholder account SEBTC balance as needed. 2. No new claim types expected.
BR14 Cardholder Customer Service and IVR	<u>EBT Cardholder Customer Service Toll Free Number</u> 1. Each EBT state has a uniquely assigned toll free cardholder customer service number that is available by State contract.	BR14.01 SEBTC Cardholder Customer Service Number	<u>SEBTC Cardholder Customer Service Number</u> 1. CT existing EBT customer service number will support SEBTC calls.

Traceability Category Name	Current EBT Business Process	Requirement Traceability ID	Future Process and Detailed Business Requirement
BR14 Cardholder Customer Service and IVR	<u>EBT Cardholder Customer Service IVR and Reporting</u> 1. Each EBT state has an IVR script which guides callers through a logical flow of options allowing cardholders to hear information about their EBT account(s), and request services. 2. Callers may route to a trained Customer Service Representative from the IVR at designated points.	BR14.02 SEBTC Cardholder Customer Service IVR	<u>SEBTC Cardholder Customer Service IVR and Reporting</u> 1. The existing EBT IVR scripting and features provided for CT will support SEBTC program callers. No new scripting expected. 2. The existing IVR reporting will not change and SEBTC related calls may be reported along with existing EBT SNAP calls. No separate SEBTC reporting required from IVR.
BR14 Cardholder Customer Service and IVR	<u>EBT Cardholder Customer Service Performance Reporting</u> 1. The Customer Service System provides instructional prompts to the CSR based on EBT State and its programs. 2.. CSRs have the ability to categorize a call manually as SNAP or Cash based on the State's programs. 3. JPM provides monthly cardholder customer service performance reports, per contract, by program (SNAP or Cash). Reporting includes a breakdown of statistics between English and Spanish. State Project Director will put reports on Connectivity Services location where State can pick up. 1. Volume by Product Report 2. Sub-category Volume Report 3. IVR Volume by Caller Type Report 4. Call Type Report	BR14.03 Customer Service Performance Reports	<u>SEBTC Cardholder Customer Service and Performance Reporting</u> 1. The existing CT CSP prompts apply to SEBTC. 2. The CSR will categorize (stroke) SEBTC calls as done for EBT SNAP calls. 3. SEBTC program will be reported as is done today for SNAP program. No separate SEBTC Customer Service reporting required. 1. Volume by Product Report 2. Sub-category Volume Report 3. IVR Volume by Caller Type Report 4. Call Type Report
BR14 Cardholder Customer Service and IVR	<u>EBT Customer Service Manuals</u> 1. Each EBT State has customer service manual and/or reference sheet that is maintained with most current state program information.	BR14.04 Customer Service Manual	<u>SEBTC Customer Service Manuals</u> 1. CT Customer Service manuals and/or reference sheet must be updated as appropriate with SEBTC program information.
BR15 Tandem Reports and Files	<u>EBT Tandem Reports</u> 1. EBT states receive a set of daily and monthly reporting, per contract, that suits their business needs for their SNAP and / or Cash Programs.	BR15.01 Tandem Reports	<u>Tandem Reports</u> 1. Appendix A of this BRD lists the current production daily and monthly Tandem reports inventory. 2. SEBTC data may co-mingle and be reported on CT's existing EBT SNAP reporting. It is expected that SEBTC related program report data can be distinguished on reporting based on the unique SEBTC Case #, Card number, Benefit Type.
BR15 Tandem Reports and Files	<u>EBT Tandem Files</u> EBT states receive a set of daily and monthly data files, per contract, that suits their business needs for their SNAP and/ or Cash Programs. 1. Account Activity File 2. Inactive Account (Benefit Aging) File 3. Adjustment Activity File	BR15.02 Tandem Files	<u>Tandem Files</u> The following data files are currently provided to CT and will include SEBTC data in future: 1. Account Activity File 2. Inactive Account (Benefit Aging) File 3. Adjustment Activity File
BR16 Settlement	<u>SNAP Daily Settlement</u> 1. The SNAP program provides accurate daily financial settlement with the EBT state using the Post-Fund-on-Spend settlement model.	BR16.01 SEBTC Daily Settlement	<u>SEBTC Daily Settlement</u> 1. Each SEBTC client must follow the existing Post-Fund-On-Spend financial Model used by the EBT program. 2. SEBTC financial settlement will occur with the existing CT SNAP program. 3. A new DDA is not required for SEBTC program. 4. SEBTC program will have its own Benefit Type and codes in FEB which will distinguish SEBTC program settlement activity from existing CT SNAP activity.
BR16 Settlement	<u>SNAP Settlement Guide</u> 1. JPM provides states with Settlement Manual containing auditable process.	BR16.02 SEBTC Settlement Guide	<u>SEBTC Settlement Guide</u> 1. The state's existing SNAP settlement process/guide will not change and applies for SEBTC financial settlement.
BR17 Fraud	<u>SNAP Fraud Reports and Files</u> 1. Management reporting is produced and sent to EBT states which use to monitor for fraud.	BR17.01 SEBTC Fraud Reports and Files	<u>SEBTC Fraud Reports and Files</u> 1. The existing SNAP fraud reports and process applies to SEBTC.

Traceability Category Name	Current EBT Business Process	Requirement Traceability ID	Future Process and Detailed Business Requirement
BR18 Client Support	<u>Client Support Help Desk # and Staff</u> 1. There is a Client Support Number and staff available to receive current Client inquires and problems for resolution regarding the SNAP and Cash programs.	BR18.01 Client Support Help Desk	<u>Client Support Help Desk # and Staff</u> 1. The existing Client Support Number and staff will receive and process calls from the Client pertaining to the SEBTC program. 2. Trained staff on SEBTC program.
BR18 Client Support	<u>Client Support Procedures</u> 1. The Client Support desk has procedures to support SNAP inquiries from the Client.	BR18.02 Client Support Procedures	<u>Client Support Procedures</u> 1. The same client support procedures used to support SNAP programs will also apply to SEBTC.
BR19 Client Billing	<u>Client Billing - Case Count</u> 1. Each EBT state receives a monthly bill of services completed by JPM, as per contract.. Tandem produces a Monthly Billing Report providing case count statistics for billing revenue due JPM.	BR19.01 SEBTC Client Billing - Case Count	<u>SEBTC Client Billing - Case Count</u> 1. CT SEBTC cases will be billed at the same rate as an EBT SNAP Case. 2. Combine SEBTC Case count with existing SNAP Case Count. 3. Provide State with InfoManager query to render SEBTC Case Count by month. NOTE: A copy of a Connecticut Bill is provided in Appendix B of this document.
BR19 Client Billing	<u>Client Billing - IVR PIN Change Count</u> 1. Connecticut receives a monthly bill of services completed by JPM, as per contract. Tandem produces a monthly count of the IVR Single Call PIN changes completed for billing revenue to JPM.	BR19.02 SEBTC Client Billing - IVR PIN Changes	<u>SEBTC Client Billing - IVR PIN Change Count</u> 1. CT SEBTC IVR PIN Changes will be billed at the same rate as an EBT IVR PIN Change. 2. Combine SEBTC IVR PIN Change count with existing SNAP IVR PIN Change count. 3. Provide State with InfoManager query to render SEBTC IVR PIN Change count by month. NOTE: A copy of a Connecticut Bill is provided in Appendix B of this document.
BR20 Administrative Systems	<u>Browser Admin System</u> 1. Each EBT state receives access to a web based browser administrative system allowing capability to inquire, update, and maintain cardholder account information for SNAP and Cash programs.	BR20.01 Browser Admin System	<u>Browser Admin System</u> 1. CT end users will have ability to inquire cardholder SEBTC program information. 2. CT must also be able to use existing update screens on SEBTC accounts. (ex. PIN Unlock, Card Status Change, Account Reactivation, Acct Repayment)
BR20 Administrative Systems	<u>Online Reporting (DOM)</u> 1. Each EBT state receives access to a web based system allowing capability to view, download, and print EBT reports.	BR20.02 Online Reporting (DOM)	<u>Online Reporting (DOM)</u> 1. CT state will have ability to view existing EBT reports, which will reflect SEBTC activity.
BR20 Administrative Systems	<u>User ID Administration</u> 1. Each EBT state receives the ability establish and maintain end user IDs to the administrative system and reporting system.	BR20.03 User ID Administration	<u>User ID Administration</u> 1. Each EBT state will continue to have the ability to establish and maintain end user IDS to the administrative and reporting system. SEBTC does not change this capability.
CR 21 Cardholder Website	<u>Cardholder Website</u> 1. Each EBT State cardholders have access to EBTAccount, a website which allows cardholder the ability do the following: • View Account Balance(s) • View Transactions, download, print • Change PIN • Send inquiry email to Customer Service for response	BR21.01 Cardholder Website	<u>Cardholder Website</u> 1. SEBTC cardholders will have access to their program balance and transaction activity and other service features currently available using EBTAccount website.
BR22 InfoManager	<u>EBT InfoManager</u> 1. Connecticut currently has InfoManager functionality.	BR22.01 InfoManager	<u>SEBTC InfoManager</u> 1. Connecticut must have ability to access and report on SEBTC information as is done for EBT data. 2. Refer to BR19.01 and BR19.02. for additional InfoManager query requirements
BR22 InfoManager	N/A	BR22.02 InfoManager	<u>SEBTC Redemption Report</u> 1. JPM will provide an InfoManager query to report SEBTC transaction (redemption) data for the State's quarterly reporting. SEBTC transaction information must include: - SEBTC Case (Household) - Retailer FNS # - Completed Transaction Amount - Transaction Date - Transaction Time Daily SEBTC Transaction Totals Monthly SEBTC Transaction Totals

Traceability Category Name	Current EBT Business Process	Requirement Traceability ID	Future Process and Detailed Business Requirement
BR23 Documentation	<u>Client Facing Documentation</u> 1. Connecticut has access to design documentation for their EBT program services.	BR23.01 Client Facing Documentation	<u>Client Facing Documentation</u> 1. CT client facing design documentation will be updated to reflect the new Benefit Type and other relevant information about the program as driven by the design.

Approval Images**PREBT10489 Heather Gagliano Sign Off**


 Gagliano, Heather M

Follow up. Start by Tuesday, December 14, 2010. Due by Tuesday, December 14, 2010.

You replied on 12/14/2010 12:58 PM.

Red Category

Sent: Mon 12/13/2010 5:41 PM

To:  Lucy D Delashmutt


Thanks Slick! This is impressive I'll admit!

Consider this as my approval for the card and materials fulfillment for EBT SEBTC.

Thanks Lucy & safe travels-

Heather Gagliano
Project Manager
Materials Management
630.650.0759


Joe O'Leary Approval of PREBT10489 BRD

 Joseph M O'leary

Follow up. Start by Tuesday, December 14, 2010. Due by Tuesday, December 14, 2010.

Red Category

Sent: Tue 12/14/2010 1:26 PM

To:  Lucy D Delashmutt

Approved!

Joseph O'Leary
Accounting Manager
JPMorgan Chase - Treasury and Securities Services
420 W. Van Buren St. 9th Flr Chicago, IL 60606
Tel: 312-954-9534 Fax: 312-954-5438
joseph.m.oleary@jpmchase.com

Appendices**Appendix A - Connecticut Tandem Reports Inventory**

CONNECTICUT EBT REPORTS TABLE								
DAILY REPORTS								
	Name	Description	Type	Server Name	Sort Sequence	ONLINE	NDM	Telemail
9.5.1	(FNS) ADJUSTMENT ACTIVITY REPORT	FNS daily report of new claims and changes to claim status.	OPERATIONAL MONITORING	N/A (CTNCSAA)	Case Number		X	
9.5.2	(FNS) ADJUSTMENT DISPOSITION DETAIL REPORT	Lists all settled adjustments and all claims closed by denials or abandoned claims.	OPERATIONAL MONITORING	N/A (CTNCSAD)	Case Number		X	
9.5.3	ADJUSTMENT AUDIT REPORT	A report detailing adjustments made to EBT accounts.	FINANCIAL	SRTRAL	Program Type (FS or Cash), Region, EDA Number	X	X	
9.5.4	ADMINISTRATIVE TRANSACTION/ ADMINISTRATIVE TRANSACTION DETAIL REPORT	Part 1 is a daily summary of administrative financial transactions. Part 2 is a detailed listing of the same administrative transactions by client card number.	OPERATIONAL MONITORING	SRADMTD	Profile, Group, User ID Profile,	X	X	
9.5.5	BENEFIT DRAW DOWN TOTALS REPORT	A report detailing daily settlement information by benefit type. The administrative screen version of this report is called the Benefit Issuer's Total Report.	FINANCIAL	SBDPRPT	Profile, Benefit Type	X	X	
9.5.6	BENEFIT PENDING REPORT	List and summary of the total benefits that have not yet been made available to the cardholder.	OPERATIONAL MONITORING	SFBENP	Program Type, Available Date	X		
9.5.7	BENEFIT UPDATE TOTALS REPORT	Provides summary number and amount of benefits (debits and credits) posted, pending, and rejected as a result of the file processing	FINANCIAL, SETTLEMENT	SFBENU, SFBENUC	Program Type	X		

CONNECTICUT EBT REPORTS TABLE								
DAILY REPORTS								
	Name	Description	Type	Server Name	Sort Sequence	ONLINE	NDM	Telemail
9.5.8	CARD CHANGE AUDIT REPORT	Displays changes to cards, the user who made the change, and a memo.	FRAUD	SRCRDA	County, Card Number			X
9.5.9	FNS ADJUSTMENTS REPORT	Lists debit and credit adjustments by FNS number which are included in the daily STARS total.	FINANCIAL, SETTLEMENT	SFSTAR (CTSTAR2)	FNS Number		X	
9.5.10	GRANT EXPUNGEMENT REPORT	Lists grant level expungement transactions by card number.	OPERATIONAL MONITORING	SGTEXP	Card Number	X	X	
9.5.11	MANUAL AUTHORIZATIONS REPORT	Daily listing of all new, active, cleared (released), and expired Food Stamp manual vouchers. 4 Part report.	OPERATIONAL MONITORING, FRAUD	SMNRPT	Category, Date, FNS Number, Card Number	X		
9.5.12	NON-APPLIED TRANSACTIONS REPORT	Details transactions applied to accounts that have no available benefits.	FINANCIAL/ SETTLEMENT	SNARPT	EDA Number		X	
9.5.13	STARS TOTALS	FNS program-wide report for a specific settlement date. Food stamp transactions are included in the Program-wide Stars total.	FINANCIAL, SETTLEMENT	SFSTAR (CTSTAR)	Program Type	X		
9.5.14	SWITCH LOG TOTALS/STATE ISSUER REPORT	A summary of activity against accounts for both Food Stamps and cash.	FINANCIAL	SRRP04	Program Type, Region	X	X	

CONNECTICUT EBT REPORTS TABLE								
MONTHLY REPORTS								
	Name	Description	Type	Server Name	Sort Sequence	ONLINE	NDM	TELEMAIL

CONNECTICUT EBT REPORTS TABLE								
MONTHLY REPORTS								
	Name	Description	Type	Server Name	Sort Sequence	ONLINE	NDM	TELEMAIL
9.6.1	60 DAY AGING REPORT	In file format, identifies accounts that are inactive after 60 days. Accounts are not designated inactive until 90 days; this is an informational report for the State of potential inactives.	OPERATIONAL MONITORING	CTMDBRPT	Profile, EDA Number		X	
9.6.2	AVAILABILITY REPORT (DOWNTIME REPORT)	Summarizes the downtime associated with scheduled maintenance and system related outages.	PERFORMANCE	SMDRPT	Date		X	
9.6.3	AVERAGE DAILY RESPONSE TIME/ON-LINE TRANSACTION RESPONSE TIME REPORT	A report listing the response times by day of the month. Response time is measured by the time it takes for the host to respond.	PERFORMANCE	SMRP20	Day of Month, Hour of Day		X	
9.6.4	BENEFIT DRAWDOWN TOTALS	Provides a monthly rollup of the daily drawdown information.	FINANCIAL, SETTLEMENT	SBMRPT	Profile, Benefit Type	X		
9.6.5	BENEFIT GRANT CONVERSION REPORT	Compares grant balance and account balance as indicator of the need to run grant resynchronization.	SETTLEMENT	SGSYNC2 input to SGTREP	EDA Number			X
9.6.6	BILLING REPORT	Lists the total benefit count for each benefit type by benefit combination.	FINANCIAL	SDBILL, EFBILL	Benefit Type, County			X
9.6.7	CASH ACCESS ATM SUMMARY REPORT	Lists count and amount of completed transactions by ATM.	OPERATIONAL MONITORING	SRCAAS	ATM Address		X	X

CONNECTICUT EBT REPORTS TABLE								
MONTHLY REPORTS								
	Name	Description	Type	Server Name	Sort Sequence	ONLINE	NDM	TELEMAIL
9.6.8	DEPOSIT REPORT – CASH	The monthly (previous month) cash deposits and dollars posted	FINANCIAL	SCSDEP	Date		X	
9.6.9	DEPOSIT REPORT – FOOD STAMPS	Monthly (previous month) Food Stamp deposits and dollars posted.	FINANCIAL	SFSDEP	Date		X	
9.6.10	DEVICE TYPE USAGE REPORT	Reports system use for deployed POS/ATMs by time of day (in one-hour increments), day of the month, and by day of week. Includes both POS and ATM activity for purchases, balance inquiries, rejections, and withdrawals with totals for each.	PERFORMANCE	SMRP05	Time of Day, Date of Month, Day of Week		X	X
9.6.11	EXCEEDED PIN ATTEMPTS REPORT	A report listing all cards with exceeded PIN attempts. These attempts exceeded the number of allowable consecutive unsuccessful PIN attempts, causing the client's card to be "locked" until the next calendar day.	FRAUD	SRE6PA	Region, Cardholder Name	X		
9.6.12	LIST OF ACCOUNTS MOVED OFFLINE REPORT	Lists accounts that were moved offline for the fraud reporting group.	OPERATIONAL MONITORING, FRAUD	SRAMOL	County		X	

CONNECTICUT EBT REPORTS TABLE								
MONTHLY REPORTS								
	Name	Description	Type	Server Name	Sort Sequence	ONLINE	NDM	TELEMAIL
9.6.13	LOST, DAMAGED, STOLEN CARD REPORT	A report listing cards that have been reported Lost (L), Damaged (D), Stolen (S), Compromised (C), Unauthorized (U), Household Requesting Stop (H), and Other (O).	OPERATIONAL MONITORING, FRAUD	SMRLDS	Region, Cardholder Name, Case Number	X	X	
9.6.14	MANUAL TRANSACTIONS REPORT	A report of manual benefit transaction authorization activity by merchant/retailer.	OPERATIONAL MONITORING, FRAUD	SMRMAN	County, Retailer ID	X		
9.6.15	NON SURCHARGING LOCATION SUMMARY REPORT	Provides transaction totals for terminals that do not assess surcharges.	OPERATIONAL MONITORING	SRETAIL2	Terminal ID		X	X
9.6.16	STATE CLAIMS REPORT	Provides a monthly summary of specific claims types that were created or closed within the reporting period.	OPERATIONAL MONITORING	CTSTCLM	Card Number, Tran Type		X	
9.6.17	STATE ISSUER TOTALS REPORT	A monthly summary of all activities against EBT accounts for Food Stamps and cash.	FINANCIAL, SETTLEMENT	SFSSIR, SCSSIR	Profile, Program, Transaction Type	X	X	
9.6.18	TRANSACTION FEE REPORT	Provides a monthly summary report of transaction fees charged against the cardholder.	FINANCIAL	SFEESUM	Fee Type		X	
9.6.19	TRANSACTIONS PROFILE REPORT	The number, dollar amount, and average dollar amount of ATM and POS transactions for cash and Food Stamps.	OPERATIONAL MONITORING	SRMTPR	County Transaction Type	X	X	

Appendix B – Connecticut Monthly EBT Bill



Date: 07/14/2010

Invoice Number: 0000000000

Department of Social Services
25 Sigourney Street, 7th Floor
Hartford CT 06106-5033

Administration of EBT Services

Kristin Krawetzky

Customer: Connecticut
Remit under Federal Tax ID# 00-0000000

If electronic payment is not possible,
please mail payment to

JPMorgan Electronic Financial Services, Inc.
24862 Network Place
Chicago, IL 60673-1248

Previous Balance: \$ 0.00

Combined Region Case Month Count:

Food Stamp:	1,853,210
Cash	311,352
Total	2,164,562

Description	Month	Volume	Rate	Total Fees
Food Stamp Benefits	June 2010	157,153	\$ 0.00000	\$ 0.00
Cash Benefits	June 2010	57,181	\$ 0.00000	\$ 0.00
NYCE Network Access	June 2010	57,181	\$ 0.00000	\$ 0.00
Cash Withdrawals - ATM	June 2010	25,448	\$ 0.00000	\$ 0.00
Performance Bond	June 2010	1	\$ 0.00000	\$ 0.00
ARU Single Call PIN	June 2010	18,509	\$ 0.00000	\$ 0.00
Payphone	May 2010	2,570	\$ 0.00000	\$ 0.00
Total Fees Current Month:				\$ 0.00
TOTAL AMOUNT DUE UPON RECEIPT				\$ 0.00

If previous balance has been paid, please submit for current charges. For inquiries, call Tina Schrimsher 512-436-2012

DECLARATIONS

This Contract, entered into by and between the State of Connecticut Department of Social Services, hereinafter referred to as the "Contracting State Agency (CSA)", "State" or the "Department", located at 25 Sigourney Street, Hartford, Connecticut 06106 and J.P. Morgan Electronic Financial Services, Inc. hereinafter referred to as "Vendor" or "Contractor" or "contractor", a wholly-owned subsidiary of JP Morgan Chase & Co., a New York Corporation qualified to do business in the State of Connecticut having its principal offices at 300 S. Riverside Plaza, 16th Floor, Chicago, IL 60606.

PREAMBLE

WHEREAS, the states of Connecticut, New Hampshire, New York, Rhode Island and Vermont joined together to form the Northeast Coalition of States (NCS) for the purpose of procuring a cost effective regional Electronic Benefit Transfer (EBT) System; and

WHEREAS, the NCS issued a Request for Proposal entitled "Northeast Coalition of States (NCS) Request for Proposals to Acquire EBT Services" (referred to as the NCS EBT RFP) dated August 2, 2004 and Amended October 6, 2004 to secure the services of a contractor to deliver EBT services; and

WHEREAS, the NCS issued the NCS EBT RFP Questions/Answers Revised – October 20, 2004; and

WHEREAS, prior to the closing date and time for receipt of proposals required by the RFP, J.P. Morgan Electronic Financial Services, Inc. submitted a proposal in response to the EBT RFP dated November 5, 2004, hereinafter referred to as the "Proposal" or "proposal"; and

WHEREAS, the NCS pursuant to a letter dated February 24, 2005, awarded JP Morgan Electronic Financial Services, Inc. the right to negotiate an individual contract for the delivery of EBT services with each of the NCS member states, including but not limited to the State of Connecticut; and

WHEREAS, negotiations were conducted by the Department on behalf of the State of Connecticut and JP Morgan Electronic Financial Services, Inc. and, the parties agreed that the original proposed terms and conditions shall remain in effect from the date of the award to JP Morgan Electronic Financial Services, Inc. throughout the term of this Contract unless such original proposed terms and conditions are revised through a formal amendment; and

WHEREAS, the Department and JP Morgan Electronic Financial Services, Inc. have concluded negotiations and have mutually agreed that JP Morgan Financial Services, Inc. shall provide EBT services for the Food Stamp and cash programs administered by the Department as a NCS member state in accordance with the NCS EBT RFP as amended, JP Morgan Financial Services, Inc.'s proposal and the terms contained herein.

NOW THEREFORE, for good and valuable consideration, the Department and JP Morgan Electronic Financial Services, Inc. agree as follows:

SECTION I CONTRACT COMPOSITON

1.1 Contract Composition

The component parts of this Contract between the Department and the Contractor shall consist of:

- a. This Electronic Benefits Transfer (EBT) Contract (the "Contract") signed by all parties and any subsequent amendments to that document; and
- b. the NCS EBT RFP Amended October 6, 2004, inclusive of appendices and exhibits and;
- c. the NCS EBT RFP Questions/Answers Revised – October 20, 2004; and
- d. the Contractor's proposal and any written clarifications or representations incorporated as part of the procurement process, hereinafter referred to as the "Proposal" and identified throughout the proposal as "Revised August 2005".

1.2 Order of Precedence

- a. The Department and the Contractor agree that the order of precedence among the contract components shall be, first, this Contract; second, the NCS EBT RFP Amended October 6, 2004 and any further amendments to it; third, the Contractor's proposal, including any clarifications requested and incorporated therein by the State of Connecticut.
- b. In the event of a conflict in language between the documents referenced in subsection a above, the provisions and requirements set forth and/or referenced in this Contract, and if not set forth in this Contract then the NCS EBT RFP shall govern. In the event that an issue is addressed in the Proposal that is not addressed in the NCS EBT RFP, no conflict in language shall be deemed to occur. However, the Department reserves the right to clarify any contractual relationship in writing, with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the NCS EBT RFP. In all other matters not affected by the written clarifications, if any, the NCS EBT RFP shall govern.
- c. This Contract, as defined in Section 1.1 Contract Composition, constitutes the entire agreement between the parties with respect to the subject matter. All other prior agreements, representations, statements, negotiations, and undertakings are superceded hereby. Unless otherwise provided, the terms, provisions, representations and warranties contained in this Contract shall survive

performance hereunder. It is understood that unless the context clearly indicates otherwise, all references herein to this Contract shall be deemed to include the Exhibits and Appendices attached hereto and incorporated.

SECTION II DEFINITIONS

Unless otherwise specified in this Contract, the following definitions shall apply:

- a. **Acceptance Test:** The process of testing system components and system functionality to determine whether the system is ready for implementation. This includes: functional requirements testing, error condition testing, and regression testing to ensure that deficiencies are resolved without creating new deficiencies.
- b. **Account - Food Stamp or Cash (“EDA”):** The record kept and maintained by the EBT contractor for each program type a recipient receives: Food Stamps, Cash, or other program types as identified by Contracting State Agencies.
- c. **Active Case:** Term used for billing purposes. A case for which one or more benefit(s) has been authorized and transmitted to the EBT Contractor to be made available during the billing month. A single cardholder who has benefits made available by the State from both a cash program and a Food Stamp program is billable at the applicable cash cost per case-month and the applicable Food Stamp cost per case-month.
- d. **Adjustment:** A debit or credit transaction initiated by an Acquirer, terminal operator (on behalf of an Acquirer), or the State and/or its Contractor to correct a system error and/or an out-of-balance condition identified in the reconciliation/settlement process.
- e. **Administrative Functionality:** A PC-based application that enables the State(s) and its designees to access on-line data (current and historical) on the Contractor’s host processing system. Access may be for inquiry or reporting purposes only or for making live changes to the database, depending on the authorized user’s security profile.
- f. **Anti-fraud Locator of EBT Retailer Transactions (“ALERT”):** The automated system that FNS uses to analyze data, provided by the EBT Contractor, to identify and investigate suspected fraudulent retailer activity.
- g. **Applicable Law:** Any federal, state, or local law, regulation, rule, or ordinance in effect and applicable to the subject matter referenced. This includes any changes made to such federal, state, or local law, regulation, rule or ordinance with an effective date during the term of the RFP, the resultant contract, and any contract extension period(s).
- h. **Automated Standard Application for Payments (“ASAP”):** An all-electronic payment and information system developed jointly by the Treasury Department’s Financial Management Services (FMS) and the Federal Reserve Bank of Richmond. The latter, in its capacity as Treasury’s fiscal agent, operates the system. ASAP is a system through which grantee organizations receiving federal funds can draw from accounts preauthorized by federal agencies. Provides daily account activity data to AMA.

- i. **Automated Response Unit (“ARU”), Voice Response Unit (“VRU”), Automated Voice Response (“AVR”) and Interactive Voice Response (IVR):** An interactive dial-in voice response unit accessed by digital phone and utilized by clients, state staff and retailers for various functions.
- j. **Balance Inquiry** A transaction whereby the Cardholder obtains their account balance at an ATM or POS terminal.
- k. **Business Day:** For purposes of financial institutions, all weekdays excluding those days on which the Federal Reserve Bank is closed.
 - i. For purposes of State offices, all weekdays excluding those days on which the State offices are closed due to state or federal holidays, decrees or orders such other days as announced and approved by the Governor’s Office.
 - ii. For purposes of retailers and similar benefit providers, the business day is defined through the Retailer Contract.
 - iii. For settlement purposes, the period between cut-off times established by an Issuer for host processing.
- l. **Cardholder:** An individual to whom an EBT card has been issued by the state agency and for whom the state agency maintains one or more government benefit accounts that may be accessed through the use of an EBT card.
- m. **Cardholder Customer Service:** A service provided by the Contractor and accessed by a toll-free telephone number cardholders may call to report a lost, damaged, or stolen EBT card, inquire on their EBT account balance(s), select/change PINs, or ask questions regarding EBT or account(s).
- n. **Case:** An entity, as uniquely identified by a case number assigned by a State system, to which the state issues benefit(s). A case number will be attached to each benefit record sent from the State to the EBT Contractor.
- o. **Claim:** A request made by a retailer/acquirer or cardholder/issuer/state agency for account adjustment, debit or credit.
- p. **Contractor:** JPMorgan Electronic Financial Services, Inc.
- q. **Contracting State Agency (“CSA”):** The State of Connecticut Department of Social Services.
- r. **Cost Per Case Month (“CPCM”):** The total fixed price that the Contractor will bill to the State(s) for each case on a monthly basis for all core services (i.e., those not specifically addressed in the Pricing Schedule under start-up, purchase, lease, hourly, fee for service, fee per unit, State Specific, or core optional pricing). Billing for this item must be made on an active case basis. See definition for active case in this section.
- s. **Customer Service Representative (“CSR”):** A person who provides assistance to an EBT cardholder or retailer, via a dial-up to a customer service center. Examples of assistance include

access to account information, action on reports of lost or stolen cards, and selection, as well as voice authorization of manual vouchers.

- t. **Downtime:** A condition that exists when the EBT system (as defined in this section) encounters problems that arise due to either partial or total hardware or software failure of the EBT processor and/or the transaction switch. In addition, this condition includes failure of the telecommunications connections within the system or if the system is unable to receive transactions due to insufficient telecommunication capacity.
- u. **EBT System:** The Electronic Benefit Transfer (EBT) functionality developed, operated and maintained by the Contractor, that allows the EBT processor to receive transactions from Automatic Teller Machines (ATMs), Point of Banking (POB) terminals, and Point of Sale (POS) terminals that are either State-owned or owned and operated by other third party processors (TPPs). The EBT system includes the host computer (primary or back-up), the communications facilities between the host and the transaction switch, and the transaction switch components, regardless of whether the switch is operated by a subcontractor or a vendor.
- v. **Federal Reserve Bank ("FRB"):** The central bank of the United States created by Congress and made up of a seven (7) member Board of Governors in Washington, DC, twelve (12) regional Federal Reserve Banks, and their twenty-five (25) branches. The Richmond, VA branch of the FRB has been delegated by FNS to perform as an Account Management Agent for the federal Food Stamp Program funding accounts.
- w. **Food and Nutrition Service ("FNS"):** An agency of the United States Department of Agriculture that is responsible for administering the Food Stamp Program.
- x. **Food Stamp Program ("FSP"):** Federal FSP benefits are issued to clients who meet all of the federal eligibility rules. The federal government funds 100 percent of these benefits.
- y. **Issuer:** State or Federal agency, or designee, responsible for issuing benefits.
- z. **Manual Voucher:** A paper document used to execute an off-line EBT Food Stamp transaction. The document contains client and retailer information and a client signature.
- aa. **Network:** A Switch, together with all other computer hardware and software connected to the Switch, all telecommunications facilities and equipment utilized in connection therewith, and all other agreements and documents including the Quest® Operating Rules utilized by the Network for the purpose of supporting the interchange of transactions.
- bb. **Northeast Coalition of States ("NCS"):** A coalition of five northeastern states (New York, Connecticut, New Hampshire, Vermont, Rhode Island) which operate under a Memorandum of Understanding to jointly re-procure EBT services in their states.
- cc. **Processor:** Any company processing transactions on behalf of an Issuer, Acquirer, or retailer, including any terminal operator that is not also an Acquirer or a Network.
- dd. **Program Type:** Cash, Food Stamps or other identified government programs included in the EBT system.

- ee. **Quest® Operating Rules:** Set of rules (including all exhibits and documents incorporated therein and as amended from time) developed by the National Automated Clearing House Association (NACHA), that set forth the requirements for the distribution of government benefits and interoperable EBT transactions under the Quest® service mark.
- ff. **Recipient:** An individual who has been determined eligible to receive one or more government benefits or services.
- gg. **Reconciliation:** For EBT, a daily, point-in-time, complete balancing of the system to ensure that funds entering into, exiting from, and remaining in the system each day are accurate and match up with source documentation. Reconciliation is required at each of the following levels: host processing system, gateway, and EBT-only acquirer system.
- hh. **Retailer:** A person or entity that has entered into a retailer agreement with a financial institution acquirer to accept EBT cards.
- ii. **Retailer Customer Service:** A service provided by the Contractor and accessed by a toll-free number that retailers can call for assistance with the EBT program.
- jj. **Settlement:** The exchange of information that results in the transfer of funds between an Issuer and an Acquirer in satisfaction of a financial transaction.
- kk. **Surcharge:** Any and all fees or charges separate and apart from Transaction Fees (defined below), paid directly or indirectly by EBT cash recipients as a result of, or incident to, obtaining cash benefits.
- ll. **Switch:** The computer hardware and software operated by, or on behalf of, a network for the purpose of routing transactions among participants.
- mm. **Third Party Processor (“TPP”):** A non-member organization or individual who provides EBT services as an Independent Sales Organization, Encryption Support Service Provider, network and/or processor as described in the Quest® Operating Rules.
- nn. **Transaction:** An electronic message interchanged between participants resulting in the exchange of financial information and in which the Quest® mark is utilized to identify the card, ATM terminal, and/or the retailer.
- oo. **Transaction Fee:** Interchange and switch fees associated with a successful ATM withdrawal.
- pp. **Voice Authorization:** The verbal or electronic approval over the telephone of a request for a manual Food Stamp transaction. This request is made via ARU or CSR through the retailer toll-free line. Also referred to as a manual authorization.

SECTION III GENERAL CONTRACT PROVISIONS

3.1 Contract Term

- a. The initial contract term shall begin on September 1, 2006. If, however, this Contract has not been approved by the Attorney General of the State of Connecticut, or his designated representative by September 1, 2006, then the contract term shall begin on the date that it is approved by the Attorney General of the State of Connecticut, or his designated representative. The Contract shall run through the Contract Period defined in Section 3.1b below. The Contractor shall not commence work, or commit funds, or incur costs, or in any way act to obligate the State of Connecticut as if he/she were the Contractor until so notified in writing that the Attorney General of the State of Connecticut, or his designated representative, has approved the Contract with the Contractor.
- b. Contract Period - The base contract period shall continue for seven (7) full years from September 1, 2006 or from the date that this Contract is signed by the Attorney General of the State of Connecticut, or his designated representative, whichever is later. Up to two (2) additional one-year contract extensions, beyond the base contract period will be available at the sole option of the Department, subject to successful negotiation. By mutual agreement of the parties, extensions of less than a full year may be negotiated.
- c. Extensions - In the event that the Department elects to extend the Contract, notice shall be sent to the Contractor no less than ninety (90) calendar days prior to the end of the base contract period and for each subsequent option year.

3.2 Contract Modifications

- a. The Department and the Contractor shall have the right to renegotiate the terms and conditions of this Contract in the event applicable State policy, rules, regulations and guidelines are altered from those existing at the time this Contract is executed in order to be in continuous compliance therewith to the extent this Contract is impacted by such change in laws or regulations. In the event the Department and the Contractor are unable to mutually agree to a set of terms through renegotiations, the terms and conditions required to continue this Contract in compliance with revised State policy, rules, regulations and guidelines shall be decided by the Commissioner of DSS or his/her duly authorized representative(s) or designee(s), in accordance with Section XV of this Contract, Interpretations and Disputes. However, should such changes to laws or regulation result in a reduction in the Contractor's responsibilities or efforts in providing services, a like reduction in pricing shall be negotiated in good faith, based upon an equal sharing of contract-related savings.
- b. Formal contract amendments will be negotiated by the Department with the Contractor whenever necessary to address changes to the terms and conditions, costs of, or scope of work set forth in Sections 4 through 7 on pages 43 through 222 of the NCS EBT RFP Amended October 6, 2004, inclusive of appendices and exhibits included under the Contract. An approved contract amendment means

one approved by the Department, the Contractor, and all other applicable State and Federal agencies prior to the effective date of such amendment.

- c. In the event applicable Federal, Quest or applicable cash access network policy, rules and regulations and guidelines are altered from those existing at the time this Contract is executed and in order to be in continuous compliance therewith the Contractor must alter its performance under this Contract. The Contractor shall not have the right to renegotiate the terms and conditions of this Contract.
- d. No amendment to this Contract shall be effective unless it is signed by authorized representatives of both parties, is subject to appropriations and authorizations, and is approved by the State of Connecticut Attorney General or his designated representative.

3.3 Notices

- a. Wherever under this Contract one party is required to give notice to the other, such notice shall be deemed given upon delivery, if delivered by hand (in which case a signed receipt will be obtained), or three (3) days after posting if sent with proof of delivery. Notices shall be addressed as follows:

- i. In case of notice to the Contractor:

JP Morgan Electronic Financial Services, Inc.
28 Whitewood Drive
Rocky Hill, CT 06067
Attention: Richard Symington, Project Manager
Phone: 860-571-9230
Fax: 860-571-9231
E-mail: richard.l.Symington@jpmchase.com

With Copies to:

J.P. Morgan Electronic Financial Services, Inc.
10 S. Dearborn, Floor 11
Chicago, IL 60603
Attention: John Guzzi, Legal Counsel
Phone: 312-732-5225
Fax: 312-732-3596
E-mail: john.m.guzzi@jpmchase.com

- ii. In case of notice to the Department:

Department of Social Services
25 Sigourney Street, 7th Floor
Hartford, CT 06106

Attention: Dennis Barry, Director, DSS Administrative Services
Phone: (860) 424-5564
Fax: (860) 424-5678
E-mail: Dennis.Barry@ct.gov

With copies to:

Department of Social Services
Contract Procurement
25 Sigourney Street, 9th Floor
Hartford, CT 06106
Attention: Kathleen M. Brennan, Director
Phone: 860-424-5693
Fax: 860-424-4953
E-mail: Kathleen.Brennan@ct.gov

- b. Contractor shall be responsible for notifying the CSA of any change of address or destination to which notices and communications should be sent.
- c. Except as otherwise specified elsewhere in this Contract, notices or communications may be given orally or in writing and shall be effective when received. To remain effective, oral notifications must be confirmed in writing, transmitted in a manner to be received no later than fourteen (14) calendar days after the oral notification. Notices or communications may be transmitted by personal delivery, ordinary U.S. Mail, registered or certified mail, overnight delivery service, telephone, facsimile device, electronic means or any other means of transmission that results in the fixation of the information transmitted in a tangible medium of expression.
- d. Except as otherwise specified elsewhere in this Contract, notices or communications shall be considered received on the day such receipt is acknowledged by a signed receipt or by any other means of verification that is recorded in a tangible medium of expression. Notices or communications from the State to the Contractor shall also be considered received as follows:
 1. Oral notifications shall be considered received on the date indicated as the date of conversation in any written confirmation or on the day sworn in an affidavit to be the date of such conversation, unless contested.
 2. Notices or communications by ordinary, registered or certified U.S. Mail shall also be considered received on the first business day after five (5) calendar days following the day the transmittal is postmarked or following the day sworn in an affidavit to be the date the transmittal was deposited in a post office or an official depository.
 3. Notices or communications dispatched by overnight delivery service shall be considered received one (1) calendar day after having been dispatched.

4. Transmissions by facsimile device or electronic means shall be considered received, upon the receipt by the State of a signal from the equipment of the Contractor indicating that the transmission was received.
5. Notices or communications transmitted by personal delivery shall be considered received on the day the transmission is delivered to an agent of the Contractor.
6. Any other transmissions shall be considered received no later than five (5) calendar days after transmission by the CSA is completed.

3.4 Execution of Contract

The Department's execution of this Contract does not constitute the Department's approval of any requirement nor does it constitute the Department's approval of proposed methods for meeting RFP specifications.

3.5 Assignment, Mergers and Acquisitions

- a. Nothing contained in this Contract, express or implied, is intended to confer upon any person, corporation or other entity, other than the parties hereto and their successors in interest and assigns, any rights or remedies under or by reason of this Contract.
- b. Contracts in whole or in part are not transferable or assignable without the prior written agreement of the Department's Contract Administrator. This shall not be construed as limiting the Contractor's rights to subcontract some of the services to be performed hereunder as provided in this Contract.
- c. At least ninety (90) days prior to the effective date of any changes in corporate status, including merger, acquisition, transfer of assets, and any changes in fiduciary responsibility, the Contractor shall provide the Department with written notice of such changes.
- d. The Contractor shall comply with requests for documentation deemed necessary by the Department to determine whether the Department will agree to the changes and continue the Contract with the resulting entity from the proposed organizational change or terminate the agreement.
- e. The Department shall notify the Contractor of such determination no later than forty-five (45) days from the date the Contractor's compliance with requests for such documentation is received.

3.6 Subcontracting

- a. None of the services to be provided by the Contractor shall be subcontracted or delegated to any other organization, subdivision, association, individual,

corporation, partnership or group of individuals or other such entity without the prior written consent of the Department. Any subcontract for the provision of services to which the Department has consented in writing and/or any subcontract which requires or anticipates the provision of any services defined under the Contract or in a facility owned or leased by the State, shall be in writing attached to the Contract and made a part thereof and shall in no way alter the Contract terms and conditions. All subcontracts shall contain the access to the books, document, and records, provided for in Section 3.7 infra. No subcontract or delegation shall relieve or discharge the Contractor from any obligation, provision, or liability hereunder.

- b. Acceptance of the Contractor's proposal is equivalent to the Department's written approval of the CSA for all initial subcontractors and for all subcontracts. All subcontracts related to the performance of this Contract shall be subject to the provisions of Connecticut State law.
- c. All subcontracts must be in writing and must contain provisions which are functionally identical to, and consistent with, all of the provisions of this Contract. All subcontracts must contain a provision stating that the subcontractor agrees that the subcontract is subordinate to this Contract with the CSA and that any and all conflicting provisions of the subcontract will be superseded by the terms of this Contract.
- d. Prior written approval of the CSA is required for all Contractor- initiated changes in subcontractors and for all subcontracts. When proposing to add, to replace, or to assume the responsibilities of an existing subcontractor or vendor during the contract period, the Contractor must notify the CSA of its intent to add or replace a subcontract. Such notification must include justification for the change, provide the proposed subcontractor's qualifications and experience, and provide transition work plans outlining the timeline, activities and dependencies that ensure that such action will not jeopardize or impact the operations or services of the CSA. Such transition work plans are subject to the review and approval of the CSA. No Contractor costs or expenditures related to expenditures or obligations paid or owing to unapproved subcontracts may be asserted as damages or otherwise presented for payment in any proceeding or discussion involving the Contractor and the CSA.
- e. The Contractor will work with the CSA to define any potential operational disruption if the Contractor elects to terminate or change their agreements with any subcontractor or vendor. Operational disruptions may include, but are not limited to: the EBT Gateway; retailer management, cardholder/retailer customer service; training; system operations; host processing; and/or network/settlement processing.

- f. The Contractor must modify any of the plans, as defined in the NCS EBT RFP, if affected by a change in subcontractors or vendors. Revised plans are subject to the review and approval of the CSA.
- g. The Contractor shall not be relieved in any way of any responsibility, duty, or obligation of this Contract by any subcontract.
- h. The Contractor agrees to make a good faith effort to award a reasonable proportion of subcontracts to small, minority, and women's businesses in accordance with Conn. Gen. Stat. Section 4a-60.

3.7 Examination of Records

- a. The Contractor during the course of this Contract and for a period of six (6) years following its termination, or final payment hereunder, whichever occurs later, agrees to maintain and make available for audit by duly authorized representatives of the CSA, and the United States Government all financial records or documentation arising hereunder or relating hereto.
- b. Records involving matters in litigation or audit must be kept for a period of not less than three (3) years following the termination of the litigation or audit. Imaging procedures for copies of any Contract-related documents may be substituted for the originals with the prior written approval of the CSA, provided that the microfilming procedures are accepted by the CSA as reliable and are supported by an adequate retrieval system.
- c. The Contractor shall be responsible for assuring that the provisions of this Section shall apply to any subcontract related to performance under this Contract.
- d. The Contractor shall provide authorized representatives of the State or Federal government, with appropriate notice by the Department to the Contractor, access at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Contract. All such inspections shall be in conformity with the Contractor's reasonable security procedures.

3.8 Insurance

The Contractor shall carry insurance, (liability, fidelity bonding, or surety bonding and/or other), as specified in this Contract, during the term of this Contract according to the nature of the work to be performed to save harmless the State of Connecticut from any claims, suits or demands that may be asserted against it by reason of any act or omission of the Contractor, subcontractor or employees in providing services hereunder, including but not limited to any claims or demands of malpractice. Certificates of such insurance shall at the request of the Department be filed with the Contract Administrator prior to the performance of services.

3.9 Suspension or Disbarment

- a. By the execution of this Contract the Contractor certifies the Contractor or any person (including subcontractors) involved in the administration of Federal or State funds:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (Local, State or Federal);
 - ii. Has not within a three year period preceding the proposal submission been convicted or had a civil judgment rendered against him/her for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Local, State or Federal) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - iii. Is not presently indicted for or otherwise criminally or civil charged by a governmental entity with the commission of any of the above offenses; and
- b. Has not within a three-year period preceding the proposal submission had one or more public transactions terminated for cause or fault.
- c. The Contractor agrees that any change in the above status shall be immediately reported to the Department.

3.10 Procurement and Contractual Agreements

The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions contained herein, subject only to whatever rights, if any, the Contractor may have under state law.

3.11 Offer of Gratuities

By the execution of this Contract the Contractor certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from the award of this Contract. This Contract may be terminated by the Department if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the Contractor, its agent(s) or employee(s).

3.12 Anti-Lobbying Clause

- a. The Contractor agrees that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor or its subcontractors, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b. The Contractor or its subcontractors shall complete and submit a Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement.

3.13 Independent Price Determination

By the execution of this Contract the Contractor certifies, as to its own organization, and in connection with this Contract that the costs proposed in the Contractor's Cost Proposal were arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such process with any other organization or with any competitor.

3.14 Force Majeure

Neither party shall incur liability for any failure to perform its obligations under this Contract due to causes beyond its control including, but not limited to, fire, storm, flood, earthquake, explosion, accident, acts of war, acts of God, acts of federal, state or local government or any agency thereof and judicial action, acts of third parties, and computer or equipment failures other than those caused by the sole negligence of either party.

3.15 Audit Requirements and Liabilities

In addition to and not in any way in limitation of the obligation of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any State or Federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception in accordance with Connecticut General Statutes 7-396a.

3.16 Reports to the Auditors of Public Accounts

This Contract is subject to the provisions of §4-61dd Connecticut General Statutes. In accordance with this section any person having knowledge of any matter involving corruption,

violation of state or federal laws or regulations, gross waste of funds, abuse of authority or danger to the public safety occurring in any large state Contract, may transmit all facts and information in his possession concerning such matter to the Auditors of Public Accounts. In accordance with subsection (e) if an officer, employee or appointing authority of a large state Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of this section, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of the Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi- public agency may request the Attorney General to bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) each large state Contractor shall post a notice of the provisions of this section relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

3.17 Litigation:

3.17.1 The Contractor agrees to provide written notice to the Department of any litigation that relates to the services directly or indirectly financed under the Contract or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of the Contract, including, but not limited to financial, legal or any other situation that may prevent the Contractor from meeting its obligations under the Contract.

3.17.2 The Contractor shall provide written notice to the Department of any final decision by any tribunal or State or Federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990, executive orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other provisions of Federal or State law concerning equal employment opportunities or nondiscriminatory practices.

SECTION IV CONTRACTOR'S REPRESENTATIONS AND ASSURANCES

Through its signature on this Contract the Contractor represents, warrants, acknowledges and agrees to the following:

- 4.1 That the Contractor has carefully reviewed the needs of the NCS and the Department as described in the NCS EBT RFP and its attachments and as otherwise communicated in writing by the NCS and/or the Department to the Contractor, and that it has familiarized itself with the RFP, the Contractor's proposal and the other documents incorporated into the Contract.
- 4.2 That any and all work performed outside the scope of this agreement or without the consent of CSA shall not be subject to charge by the Contractor.

- 4.3 That the Contractor and any subcontractors have the corporate authority to perform all duties required of it by this Contract and are qualified to do business in the State of Connecticut.
- 4.4 That the Contractor shall perform its obligations hereunder in accordance with all applicable laws, rules and regulations now or hereafter in effect.
- 4.5 That the terms of this Contract do not violate any contract or agreements to which it is a party and that its other contractual obligations will not adversely influence its capabilities to perform under this Contract.
- 4.6 That the EBT system delivered through the performance of this Contract to be used for delivery of Core Services as defined in Section 1.2.1 of the NCS EBT RFP, functionality and associated technology as required in this Contract and described in the NCS EBT RFP shall be comparable among all of the NCS states and "Year 2000" (millennium) compliant.
- 4.7 That the EBT system functionality will be transferable between systems and between states, as applicable and as required by said systems and/or NCS states, without additional development cost. Other implementation, testing and/or conversion costs will be managed through the established change order process.
- 4.8 That, in addition to the delivery of Core Services, the Contractor shall provide and the Department shall pay the Contractor for the delivery of the following Core Optional Services:
 - 4.8.1 Contractor Managed Adjustment Process for Food Stamp benefits as described in the NCS EBT RFP Section 4.2.2.1;
 - 4.8.2 ATM/POB Usage Transaction Fees Incurred by the Department as described in the EBT RFP Section 4.2.2.4.
 - 4.8.3 ATM/POB Usage Transaction Fees Incurred by the Cardholder as described in the EBT RFP Section 4.2.2.4.
 - 4.8.4 ARU PIN Selection/Change as described in the EBT RFP Section 5.2.8.3;
 - 4.8.5 Cash Access Network (NYCE) as described in the EBT RFP Section 5.4.1.2;
 - 4.8.6 Existing Disaster Support Services;
 - 4.8.7 Public Payphone Charges as described in the EBT RFP section 11.3.1;
 - 4.8.8 ATM Balance Inquiry as described in EBT RFP section 4.2.2.3;

- 4.8.9 Access to Archive Information as described in EBT RFP section 4.5.2.1;
- 4.8.10 Option #1 – Cash Access Locations by ZIP Code method as described in EBT RFP section 5.4.1.1
- 4.9 That the EBT system functionality delivered through the performance of this Contract will comply with the provisions and requirements of the Quest Operating Rules as adopted and amended by the Electronic Benefits and Services (EBS) Council and as approved by the NCS Regional Management Council, the CSA, the United States Department of Agriculture Food and Nutrition Service (FNS) and the United States Health and Human Services Administration for Children and Families.
- 4.10 That the Core Services and Core Optional Services selected by the Department shall be provided by the Contractor using the equipment and software identified in the Contractor's proposal, or required follow-on products (software and hardware), along with support for said services and products, shall be available for the term of this Contract.
- 4.11 That no aspect of Contractor performance under this agreement will be contingent upon State personnel or the availability of State resources with the exception of:
 - 4.11.1 Any actions of the Contractor specifically identified in this Contract that require CSA acquisition, approval, policy decisions, or policy approvals. Such actions by the CSA will not be unreasonably delayed, and except as stated specifically herein, the Contractor shall not be liable for any damages for delays caused by the CSA or other State agencies.
 - 4.11.2 The normal cooperation which can be expected in such a contractual relationship.
 - 4.11.3 All actions required to be performed by the CSA in the authorization and approval of benefits as contemplated by this Contract.
 - 4.11.4 Exceptions stated in this Contract.
 - 4.11.5 Duties, tasks, and obligations subsequently agreed to by the parties.
- 4.12 That time is of the essence in the Contractor's performance hereunder. Therefore, the parties to this Contract agree to work together to reduce, to the extent possible, the timeframes for delivery of new services as set forth in the RFP.
- 4.13 That the Contractor shall obtain an irrevocable Performance Bond in the amount of \$2,500,000 within fifteen (15) days of the execution of this Contract in accordance with the following:
 - 4.13.1 The bond shall be provided by an insurer, which has been previously approved by the Department.

- 4.13.2 The bond shall name the State of Connecticut as the Obligee.
- 4.13.3 The bond or Statutory Deposit amount shall remain in effect until the latter of the duration of the Contract and any extensions to the Contract or the work to be performed under the Contract has been fully completed to the satisfaction of the Department
- 4.13.4 In the event of damages occurring as a result of non-performance, and/or in the event of breach of this Contract resulting in liquidated damages, as per the terms identified elsewhere in this Contract, the CSA may demand disbursement of all or any portion(s) of the face value of the Performance Bond to recover said damages and/or liquidated damages. Such disbursements, pursuant to demand of all or any portion(s) of the face value of this Performance Bond, may be effected by the CSA's submission of written notice(s) to the institution that issued the Performance bond on behalf of the Contractor. Partial disbursement(s), pursuant to demand, shall not terminate the Performance Bond, but the balance shall be diminished by any amounts disbursed and shall otherwise remain in effect. Said Performance Bond will automatically expire at the end of this Contract. In the event of breach of this Contract resulting in liquidated damages, as per the terms identified elsewhere in this Contract, the CSA may at its option recover said damages or liquidated damages by the deduction of such costs from monthly billing payments in amount sufficient to cover the liquidated damages or by assessment of the Performance Bond.
- 4.14 That the Contractor shall give immediate notice to the Department of any event or circumstance that may affect the validity of the representations contained herein and shall take any and all actions required to preserve its legal authority to perform this Contract.

SECTION V CONTRACTOR OBLIGATIONS

Throughout the term of this Contract the Contractor:

- 5.1 Shall develop, convert, implement, and operate the EBT system and services in accordance with the provisions of the RFP, the Contractor's proposal, and this Contract, except where expressly superceded by this Contract, complete with the equipment and software necessary for such implementation and for the ongoing operation of the system.
- 5.2 Shall be solely responsible for the cost and timely accomplishment of all of its activities and duties required by this Contract and shall carry out those activities and duties in a competent and timely manner.
- 5.3 Shall cooperate fully with any other contractors who may be engaged by the CSA to carry out responsibilities associated with this Contract.
- 5.4 Shall cooperate as needed with the NCS Regional Management Council ("RMC") including attendance at NCS RMC meetings.

- 5.5 Shall provide all necessary travel expenses for two state personnel per CSA during system acceptance testing.
- 5.6 Shall provide immediate oral and written electronic notification to the CSA of any incidents, issues, or problems including, but not limited to, system outages, customer service delays, non-compliance with performance standards or deliverable due dates. Problem notification and resolution must provide immediate and open communication between the Contractor and the individual CSA personnel to allow for maximum CSA involvement in the planning, execution, and evaluation of any action(s) taken. Immediate oral and written notification must be followed up within a reasonable amount of time, but in no instance more than seven (7) calendar days from the initial oral and electronic written notification, with specific written information documenting the nature of the problem, the necessary actions/steps to resolve/correct the problem; estimated timeframes for implementation of the resolution; and the lead Contractor personnel to assure resolution of the problem.
- 5.7 Shall submit adequate advance written notification to the CSA of any planned changes that may result in any potential operational disruption to the services provided under this agreement. Operational disruptions may include, but are not limited to, the EBT system (host processing, network, settlement, etc.) the EBT gateway, retailer management, cardholder and/or retailer customer service. The required notification must include a project plan that outlines the activities, timelines, and dependencies that ensure that the proposed changes will not jeopardize or impact the operations or services of the NCS or CSA. Such project plan must have approval by the CSA prior to implementation.

SECTION VI CHANGE AND RELEASE MANAGEMENT (NCS EBT RFP Section 7, pages 216 – 222)

The Contractor shall develop, implement and throughout the term of this Contract maintain a formal process that addresses change and release management in the operational phase of the EBT system. Such a process is critical to the Department and must ensure the integrity of the EBT system and minimize the risks of operational disruptions.

- 6.1 Change and Release Management Plan: Subsequent to the acceptance of the Department's EBT Detail Design Document and extending throughout the term of the Contract, all Contractor-initiated design changes, corrective actions, or system enhancements must be communicated to the Department through the Change and Release Plan. At a minimum, the Contractor must develop, implement and maintain a Change and Release Management Plan that meets or exceeds each of the requirements set forth in Section 7 "Change and Release Management Plan" on pages 216 through 222 of the NCS RFP.
- 6.2 No later than 30 calendar days after this Contract's start date the Contractor shall submit to the Department for its review and approval a first draft of the Change and Release Management Plan which shall be based on the Change and Release

Management Plan proposed by the Contractor in Section 2.9 “Change and Release Management” on pages 948 through 974 of the Contractor’s proposal and Appendix R of the Contractor’s proposal. No later than 90 calendar days after this Contract’s start date the Contractor must submit to the Department for its review and approval a final draft of the Change and Release Management Plan.

- 6.3 Following the Department’s review and approval of the Change and Release Management Plan the Contractor shall implement and throughout the term of this Contract, maintain the approved Change and Release Management Plan.
- 6.4 The Contractor must maintain and update as required all documents included in the System Documentation Library as set forth in Section 6.5.2 of the NCS EBT RFP delivered during the Design, Development, Transition/Conversion, and Operations phases, to reflect any and all changes from the established baseline system.

SECTION VII PERFORMANCE STANDARDS (NCS EBT RFP Section 8, pages 223 – 234)

- 7.1 It is the expectation of the Department that the integrity and responsiveness of the EBT system be of the highest quality and that the requirements set forth the NCS EBT RFP are, at a minimum, met by the Contractor. The performance standards and the methods and potential dollar amounts for the assessment of liquidated damages for the Contractor’s failure to meet performance standards as agreed to by the Department and the Contractor are set forth in Section 8 on pages 223 through 234 of the NCS EBT RFP.
- 7.2 The Contractor shall adhere to the performance standards set forth in Section 8 of the NCS EBT RFP and in the requirements of this document.
- 7.3 The Contractor will be responsible for “self reporting” on each performance standard.
- 7.4 Should Contractor performance fall below the predefined standard, the Department reserves the right to assess liquidated damages in accordance with the guidelines in Section 8 of the NCS EBT RFP and require that the Contractor develop and fully implement a corrective action plan. The corrective action plan must be delivered to the Department for approval within five (5) business days of the determination that the performance standard is not being met. The corrective action plan must be implemented no later than five (5) days from the date the plan is approved by the Department.
- 7.5 During the Operations Phase of this Contract, as defined in Section 6.6 on page 213 of the NCS EBT RFP, the Contractor must immediately provide verbal or electronic notification to the NCS and/or CSA of any incidents, issues or problems in

accordance with the Problem Notification and Escalation and Resolution Process defined in Section 6.6.2 of the NCS EBT RFP.

7.6 The Department and the Contractor agree to the provisions set forth in the Table of Performance Standards and Associated Liquidated Damages for Failure to Meet the Performance Standards on pages 224 through 232 of the NCS EBT RFP.

7.7 Penalty Calculation Description: The Department has authority to assess full or partial liquidated damages at its discretion for non-compliance with performance standards. In the event of Contractor deficiencies in meeting performance standards, the Department may opt to withhold a percentage of the monthly billing until such time as the deficiency is cured. Such action shall not affect the Department's right to assess liquidated damages per the terms of the Contract. The methodology to determine the liquidated damages for the performance standard related to EBT System Uptime is set forth in Section 8.2.1 of the NCS EBT RFP.

7.8 Performance Standard Reporting: The Contractor shall "self report" on a monthly basis for each Performance Standard detailed in the table set forth in Section 8 of the NCS EBT RFP. . The Department and the Contractor shall, during system design/development phase, determine and agree upon performance report/file details.

SECTION VIII REPORTING

8.1 General Requirements: Information reported by the Contractor to the Department must be reported electronically via inquiry screens in the administrative functionality system, web-based Internet browser applications, and electronic data files, through standard reports or through other media that are mutually agreed upon by the Department and the Contractor. After electronic transmission from the Contractor to the Department, the Department will be responsible for report storage, but the Contractor shall be required to maintain or be able to easily recreate a copy of any report or file for rapid retransmission to the Department, as set forth below. The Contractor shall be required to provide the capability for reports to be available on-line and may, throughout the term of this Contract, recommend alternative methods for access to conserve state resources.

8.2 Report/File Manual: The Contractor must develop, maintain and provide to the Department a report/file manual describing all reports and files that will be generated by the Contractor. The report/file manual shall also provide a brief description of the periodic data files to be provided to the Department for internal report generation.

8.2.1 At a minimum the manual must include a table of contents, a glossary of terms and acronyms, and an index.

8.2.2 The Contractor shall submit to the Department, for its review and approval, the first draft of the reports manual no later than 210 calendar days after this Contract's start date and the final reports manual no later than 60 calendar days after successful conversion to the EBT system delivered through this Contract.

8.3 Report/File Frequency: The Contractor shall distribute appropriate daily, weekly and monthly reports to FNS and the Department. FNS staff must have access to their own set of security reports and the Department must also have access to the entire set of administrative security reports including the segregated FNS reports. The distribution of reports must be in an electronic format, but the method for distribution of reports will be finalized during system design/development activities. The Contractor shall also be required to support the retransmission of previously produced reports or files to the Department as requested. The Contractor must support requests for two previous generations for monthly reports or files (e.g., last two months), and last thirty business days for daily reports or files.

8.4 General Reporting Requirements: The Contractor shall, at a minimum, meet the general requirements for each report as set forth in Section 9.3 on pages 236 through 246 of the NCS EBT RFP. The Department and the Contractor may agree to additional report details during the system design/development.

SECTION IX RIGHTS OF THE STATE

9.1 License/Ownership/Title of Products Furnished: The Federal government retains the rights to use and authorize others to use, any software products developed with Federal funding. This is a non-exclusive, royalty free right to these products, and does not include ownership or copyrights to the material. The Department may copyright such material if they so choose; however, any Federal rights to use the material would not be affected by the State copyright.

9.2 Contractor warrants that it has full ownership, clear title or perpetual license rights to any and all tangible or intangible products furnished, used or modified by the Contractor or third parties on behalf of the State pursuant to contract award, and Contractor shall be solely liable for the full cost of acquisition associated therewith. Contractor shall provide the State with appropriate documentation indicating the vesting of such rights in Contractor, and/or the right to transfer or transfer of such rights, as requested by State. The cost of obtaining such rights for continued perpetual use of such product(s) by the CSA upon project completion shall be deemed to have been included by Contractor in its proposal. Such products include,

without limitation, all hardware, commodities, custom programming or third party software, training modules, printed materials, source codes, or any other products or services furnished pursuant to a contract award. The Contractor fully indemnifies the CSA for any loss, damages or actions arising from a breach of said warranty in accordance with Section XIII herein.

- 9.3 Title of Proprietary Information Furnished for Evaluation Purposes: Any and all proprietary written documentation, information, object or source code and software provided to the CSA for use in conjunction with a Contract award evaluation including any pre-award benchmark testing, shall remain the property of Contractor.
- 9.3.1 Contractor hereby grants the CSA a personal, non-transferable and non-exclusive license for the duration of the Contract to use all such documentation, technical information, confidential business information and all software and related documentation, in whatever form recorded (all hereinafter designated "property"), which are furnished to the State.
- 9.4 Ownership/Title to Custom Products/Programming Deliverables: It is anticipated that Deliverables under this Contract may include "existing" and/or "custom" materials.
- 9.4.1 "Existing Materials" include, without limitation, such things as: programs, program listings, programming tools, documentation, reports, drawings, data, modules, components, utilities, interfaces, templates, subroutines, algorithms, formulas and technical information, existing prior to the Contract award, and/or independently developed by Contractor or another Third Party other than as a result of an Order Letter, including components transferred under perpetual license pursuant to this Article, above (hereinafter "Existing Materials(s)").
- 9.4.2 "Custom Materials" include, without limitation, such things as programs or programming tools, source code, object code, user or training manuals, programming, reports, drawings and any other materials, preliminary, final and otherwise, created, prepared, written or developed, whether jointly or individually, for the CSA under an Order letter (hereinafter "Custom Material(s)").
- 9.4.3 Title to all Existing Material(s), whether or not embedded in or operating in conjunction with Custom Materials, shall remain with Contractor or such Third Party, who shall have all right, title and interest (including ownership or copyrights). Contractor will deliver as directed Existing Material(s) to the CSA and hereby grants an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute Existing Materials to Authorized Users. The CSA agrees to reproduce the copyright notice and any other legend of ownership on any copies made under the licenses granted under this paragraph.
- 9.4.4 Title to Custom Material(s), excluding Existing Materials, shall be the sole and exclusive property of the CSA, who shall have all right, title and interest, including ownership and copyrights, and the rights to use, copy, modify and prepare derivative works of the Custom Materials. The CSA retains the right to sell Custom Materials, or to license them on an exclusive or non-exclusive basis. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Materials are protected against unauthorized copying, reproduction and marketing by or through the Contractor.

9.4.5 Nothing herein shall preclude the Contractor from using the related or underlying general knowledge, skills and experience developed in the course of providing the Project Deliverables and intellectual property in the course of Contractor's business.

9.4.6 Nothing in this Contract shall preclude Contractor from developing for itself, or for others, materials that are competitive with those produced or a result of the services provided hereunder, irrespective of their similarity to items which may be delivered to CSA pursuant to this Contract.

9.5 Credit and Rights in Data

9.5.1 All documents, reports and other data prepared during and/or resulting from the performance of services under this Contract shall include the following statement: The preparation of this [report or document, etc.] was financed under an agreement with the Connecticut Department of Social Services.

9.5.2 The Contractor may not publish or copyright any data without prior approval, unless otherwise stated herein. The Department and the Federal Government shall have the right to publish, duplicate, use, and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so.

9.5.3 Data shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including, but not limited to, all reports, surveys, plans, charts, recordings (video and/or sound), pictures, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.

9.6 Ownership of Information - The State shall own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by the Contractor under this Contract.

9.7 Inspection of Work Performed

9.7.1 The Department or its authorized representative shall at all reasonable times have the right to enter into Contractor's premises, or such other places where duties under the Contract are being performed, to inspect, monitor or otherwise evaluate the work being performed. The Contractor and all subcontractors must provide all reasonable facilities and assistance for Department representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work.

9.7.2 The responsible NCS State agencies, United States Department of Agriculture, Food and Nutrition Service (USDA-FNS), or any other governmental agency authorized by law, reserve the right to inspect, review, investigate or audit all parts of any services provided herein by the Contractor's or any subcontractors' or vendors' facilities engaged by the prime Contractor in performing EBT services. In such capacity, the Department or its representative(s), must have access to facilities, records, reports, personnel and other appropriate aspects of the EBT system furnished by the Contractor, except for proprietary

information for which the disclosure of which would cause substantial injury to the competitive position of the Contractor's enterprise.

SECTION X CONFIDENTIALITY

- 10.1 All material and information provided to the Contractor by the State or acquired by the Contractor in performance of the Contract whether verbal, written, recorded magnetic media, cards or otherwise shall be regarded as confidential information and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with Federal and State statutes and regulations. The Contractor agrees that it is prohibited from releasing any and all information provided by the Department or providers or any information generated by the Contractor without the prior express written consent of the Contract Administrator.
- 10.2 All records and information obtained by the CSA pursuant to the provisions of this Contract, whether by audit or otherwise, shall be usable by the State solely for the purpose of performing this Contract in any manner, at its sole discretion, as it deems appropriate and the Contractor shall have no right of confidentiality or proprietary interest in such use of such records or information.
- 10.3 The Contractor shall promptly notify the CSA of any request by anyone for access to any records maintained pursuant to this Contract. Access by Federal or State bank regulatory agents, or Contractor's regular outside auditors to Contractor's financial records, pursuant to regularly scheduled or routine audits or inspection of Contractor, shall not require notification to the CSA provided that rights of confidentiality or proprietary interests are preserved.
- 10.4 The Contractor shall be responsible for assuring that the provisions in this Section shall apply to any subcontract related to performance under this Contract.
- 10.5 The Contractor, its officers, agents and employees and subcontractors, shall treat all information, with particular emphasis on information relating to Public Assistance clients and providers of services or benefits, which is obtained by it through its performance under this Contract, as confidential information to the extent required by the laws of the CSA and of the United States and any regulations promulgated thereunder.
- 10.6 Individually identifiable information relating to any eligible client or provider shall be held confidential and shall not be disclosed by the Contractor, its officers, agents and employees or subcontractors, without the prior written approval of the CSA.
- 10.7 All other information about or from the CSA's operations, policies, and procedures not covered herein, must be kept confidential as if it were so covered. The use of any information obtained by the Contractor in the performance of its duties under this Contract shall be limited to purposes directly connected with such duties.

10.8 The Contractor shall promptly advise the CSA of all requests made to Contractor for information related to the Contract.

10.9 The Contractor shall be responsible for assuring that any agreement between the Contractor and any of its officers, agents and employees or subcontractors contains a provision that conforms to the provisions of this article.

10.10 The Contractor will use the same care and discretion to avoid disclosure, publication or dissemination of confidential information as it uses with its own similar information that it does not wish to disclose, publish or disseminate.

10.11 The obligation(s) and limitation(s) set forth herein regarding the confidential information shall not apply to information which is:

10.11.1 At any time in the public domain other than by a breach of this Contract on the part of the receiving party.

10.11.2 At any time rightfully received from a third party which has the right and transmits it to the receiving party without any obligation of confidentiality.

10.11.3 Rightfully known to the receiving party without any limitation on use or disclosure prior to receipt of the same from the furnishing party.

10.11.4 Independently developed by personnel of the receiving party who have no access to confidential information received from the furnishing party.

10.11.5 Generally made available to third parties by the furnishing party without any restriction concerning use or disclosure.

10.11.6 Required to be disclosed by law or judicial process.

10.12 Except for personal information relating to clients and providers which shall be kept confidential pursuant to requirements of the CSA and federal laws, and information relating to the business and finances of the State or the Contractor, confidential information disclosed by one party to the other continues to be subject to this Contract for six years following termination of this Contract. No obligation of confidentiality applies to:

10.12.1 Information the Contractor already possesses without an obligation of confidentiality.

10.12.2 Information the Contractor develops independently from publicly available data.

10.12.3 Information the Contractor receives without obligation of confidentiality from a third party.

10.12.4 Information that is, or becomes, publicly available without breach of this Contract.

- 10.13 In the event either party receives a subpoena or other validly issued administrative or judicial process requesting confidential information of the other party, it shall, to the extent permitted by law, provide prompt notice to the other of such receipt prior to disclosure or action. The party receiving the request shall thereafter be entitled to comply with such subpoena or other process to the extent permitted or required by law.
- 10.14 Right to Publish: All materials developed during the term of this Contract are considered proprietary to the Department and shall remain confidential.
- 10.14.1 Throughout the term of the Contract, the Contractor must secure the Department's written approval prior to the release of any information whatsoever that pertains to work or activities covered by the Contract.

SECTION XI FREEDOM OF INFORMATION

- 11.1 Due regard will be given for the protection of proprietary information contained in the Contractor's Proposal; however the Contractor should be aware that all materials associated with this Contract and the NCS RFP in the possession of the Department are subject to the terms of the Freedom of Information Act, the Privacy Act and all rules, regulations and interpretations resulting there from. It will not be sufficient for the Contractor to merely state generally that the proposal is proprietary in nature and not therefore subject to release to third parties. Those particular pages or sections that the Contractor believes to be proprietary must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption from release consistent with section 1-201 of the Connecticut General Statutes must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm and the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempted from release pursuant to the above cited statute. Between the Contractor and the Department, the final administrative authority to release or exempt any or all material so identified rests with the Department.
- 11.2 While this Contract is in effect and thereafter, the CSA will, to the extent allowable by law, protect and keep confidential the contents of the proprietary information, software and documentation which are marked confidential or proprietary by the Contractor. The CSA shall employ the same or similar precautions used for its own confidential information. The CSA will keep in confidence and protect Proprietary information from disclosure to third parties and restrict its use as provided in this Contract. All materials containing proprietary information will be marked with "Proprietary," "Confidential," or in a manner which gives notice of its proprietary or confidential nature. Proprietary information will not be copied, in whole or in part, except when essential for correcting, generating or modifying Proprietary information for the CSA's authorized use.
- 11.3 Performance of Governmental Functions: Pursuant to Section 1-218 of the State of Connecticut General Statutes, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a

governmental function requires the inclusion of language indicating that the records and files associated with the performance of the governmental function are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act.

- 11.3.1 Section 1-200(11) of the State of Connecticut General Statutes defines "Governmental Function" as the administration or management of a program of a public agency, which program has been authorized by law to be administered or managed by a person, where (A) the person receives funding from the public agency for administering or managing the program, (B) the public agency is involved in or regulates to a significant extent such person's administration or management of the program, whether or not such involvement or regulation is direct, pervasive, continuous or day-to-day, and (C) the person participates in the formulation of governmental policies or decisions in connection with the administration or management of the program and such policies or decisions bind the agency. The Department and the Contractor agree that the Contractor does not make governmental policy decisions that are binding on the Department. Therefore the Contractor's performance under the terms of this Contract do not equate to the performance of a governmental function.

SECTION XII RIGHTS TO INFORMATION

- 12.1 Except as otherwise provided herein, the ideas, concepts, know-how or techniques developed during the course of this Contract by Contractor personnel or jointly by Contractor and CSA can be used by either party in any way it may deem appropriate.
- 12.2 Each invention, discovery, or improvement and specifically, new software programs and associated documentation as well as modification, improvements and enhancements to existing software which includes ideas, concepts, know-how or techniques developed in the course of this Contract shall be treated in accordance with the following general principles:
- 12.2.1 If a modification, improvement or enhancement to software generally licensed by Contractor to end-users, then such modifications, improvements, and enhancements shall be the property of Contractor and Contractor hereby grants to the CSA a non-transferable (except to sibling state agencies to the CSA), non-exclusive, irrevocable and royalty-free license to use with a Contractor software processing unit.
- 12.2.2 If a modification, improvement, or enhancement to application software which has not been licensed to the CSA by Contractor and is used by Contractor in its provision of services, then such modifications, improvements and enhancements shall be the property of the Contractor.
- 12.2.3 If a modification, improvement or enhancement to application software which is owned by the CSA and has been licensed to the Contractor, then such modifications, improvements, and enhancements shall be jointly owned, without right of accounting.
- 12.2.4 If a modification, improvement or enhancement to application software developed exclusively by the Contractor for use by the CSA, then such modifications, improvements, and enhancements shall be jointly owned without right of accounting. In

- all other cases, such modification, improvements and enhancements shall remain the sole property of the Contractor.
- 12.2.5 If a new application software program for the CSA with development costs partially funded by the Contractor, then such application software program shall be jointly owned, without right of accounting.
- 12.2.6 If a derivative of existing applications software, that is the property of Contractor with development costs funded in whole or in part by the CSA, then such derivative application software shall be jointly owned, without right of accounting.
- 12.2.7 If a new application program for the CSA which has been entirely funded by the CSA, then such new application software shall be the property of the CSA.
- 12.2.8 If a new application software program for the CSA with development costs partially funded by Contractor or derived from the existing application software which is the property of the Contractor, then such applications software program shall be jointly owned, without right of accounting.
- 12.3 Notwithstanding the provisions set forth above, the parties agree that the United States Department of Health and Human Services and the United States Department of Agriculture shall be granted a royalty-free, non-exclusive and irrevocable license to produce, publish or otherwise use such documents and software and to authorize others to do so for government purposes to the extent that the services which resulted in the production of such documents and software are Federally funded. The grant excludes the proprietary products, documentation, materials and information (and derivative works thereto) of Contractor, Contractor's sub-contractors and third party product providers.
- 12.4 The CSA acknowledges that the provision of Contractor services under this Contract does not create a license by the CSA to use any software generally licensed by the Contractor to end-users and if any such software is to be used in connection with the provision of Services hereunder, a separate license is necessary. Ownership of software modifications, improvements, and enhancements does not create any interest in or right to use underlying software, absent ownership of the underlying software or an express conveyance of rights or grant license from the party owning the underlying software.
- 12.5 The above provisions shall not preclude the Contractor from developing materials, including software, which are similar to that furnished the CSA in the course of providing services under this Contract.
- 12.6 This article will survive termination or cancellation of this Contract.

SECTION XIII LIABILITIES AND INDEMNIFICATION

- 13.1 In performance of its duties pursuant to a Contract award, Contractor shall fully indemnify and save harmless the CSA from suits, actions, damages and costs of every name and description relating to personal injury, damage to real or personal tangible or intangible property, or any other claim for direct damages arising as a result of negligent acts or omissions or willful misconduct of Contractor, its officers, employees, subcontractors, partners or agents.

- 13.2 The CSA may, in addition to other remedies available to them at law, retain such monies from amounts due Contractor, or may proceed against any performance and payment bond under the Contract award Definition/Specifications, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them; provided, however, that the Contractor shall not indemnify to the extent that any claim, loss or damage arising hereunder is caused by the negligent act or failure to act of the CSA.
- 13.3 As a condition to the foregoing indemnity obligations under this Article the State shall provide Contractors with prompt notice of any claims for which indemnification may be sought hereunder, shall reasonably co-operate with Contractor in connection with any such claim and, shall be responsible for its compliance with any laws and regulations associated with any deliverables supplied by Contractor hereunder.
- 13.4 Any imbalances in the database values found after conversion and due to conversion that result in any liability must be the liability of the Contractor assuming responsibility for EBT host processing.
- 13.5 Hold Harmless: The Contractor agrees to indemnify, defend and hold harmless the State of Connecticut; and all Departments, officers, agents and employees of the State from and against any and all claims, losses or suits according or resulting to any Contractors, subcontractors, laborers and any person, firm or corporation who may be directly or indirectly injured or damaged by the Contractor in the performance of the Contract.
- 13.6 Workers Compensation: The Department may request, in writing, a copy of the Contractor's workers compensation insurance policy. If such a request is made, Contractor must file a copy of its workers compensation insurance policy with the Department's Contract Administrator, no later than fifteen (15) business days following receipt of the written request.
- 13.7 Patent Infringement: The Contractor at his own expense must defend any and all claims or suits that may be brought against the Department or the State for the infringement of any patents, copyrights, proprietary rights or right of privacy arising from the Contractor's or State's use of any equipment, materials or information prepared or developed in conjunction with the performance of the Contract. The Contractor shall, in any such suit, satisfy any and all damages directly or indirectly assessed against the State or its departments, be it resolved by settlement, final judgment, consent decree, or any other manner.

SECTION XIV - PATENT/COPYRIGHT INDEMNIFICATION

- 14.1 The Contractor, at its expense, will defend any claim or suit which may be brought against the CSA for the infringement of United States patents or copyrights arising from the Contractor's or CSA's use of any equipment, materials, or information prepared or developed by the Contractor in connection with performance of this Contract and in any

suit will satisfy any final judgment for such infringement. The CSA will give the Contractor written notice of such claim or suit and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation.

- 14.2 If principles of governmental or public law are involved, the CSA may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of Contractor without Contractor's written consent.
- 14.3 If in the Contractor's opinion the equipment, materials, or information mentioned above are likely to be or become the subject of a claim of infringement of a Contractor's obligation to satisfy any final award, Contractor may, with the CSA's written consent, substitute other equally suitable equipment, materials, and information or at Contractor's option and expense, obtain the right for the CSA to continue the use of such equipment, materials, and information. In the event that an action at law or in equity is commenced against the CSA arising out of a claim that the CSA's use of the software, equipment, materials or information under this Contract infringes on any patent, copyright, or proprietary right, and such action is forwarded by the CSA to the Contractor for defense and indemnification pursuant to this paragraph, the CSA shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence to the Office of the Attorney General of the State of Connecticut together with a copy of this Contract. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth herein, the Contractor shall immediately notify the CSA and the Office of the Attorney General of the State of Connecticut in writing and shall specify to what extent the Contractor believes they are and are not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the State of Connecticut and secure a continuance to permit the State of Connecticut to appear and defend its interests in cooperation with the Contractor as is appropriate including any jurisdictional defenses which the State shall have.
- 14.4 The Contractor shall have no liability to the CSA, hereunder or otherwise, with respect to any claims of patent or copyright infringement which are based on the use of any unit of equipment or combination of equipment or programs not supplied by the Contractor, nor shall the Contractor have any liability with respect to any claims or patent or copyright infringement based on use of any unit of equipment in a manner other than in accordance with its specifications as provided by the Contractor and the license given to the CSA herein.

SECTION XV INTERPRETATIONS AND DISPUTES

- 15.1 Except as otherwise provided for in the Contract, any dispute which is not disposed of by agreement shall be submitted in writing to and decided by the administrative dispute resolution procedure of the Department.
- 15.2 If the Contractor is unwilling to accept the decision rendered through such procedure or a decision is not made in ninety (90) days, it may then pursue its normal legal remedies, but it is specifically agreed that any and all reports made as a result of the Department's dispute

resolution procedure upon the disagreement at issue shall be admissible in accordance with the rules of evidence in any court action taken with respect to the matter. Pending conclusion of any disagreement by whatever procedure, the construction placed upon the Contract by the Contracting State Agency shall govern operation thereunder and the Contractor shall continue to perform under this Contract.

15.3 Nothing herein shall be construed as authorizing court action if that remedy is not generally available to the Contractor.

15.4 Settlement of Disputes: Any dispute concerning a question of fact arising under the Contract which is not disposed of by agreement shall be decided by the Contract Administrator whose decision shall be final and conclusive subject only to whatever rights, if any, the Contractor may have in a court of law. In connection with any appeal to the Contract Administrator under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Contract Administrator's decision.

15.5 Legal Considerations: The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising out of this Contract, shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition, to, or in lieu of, said Chapter 53 proceedings.

15.6 Choice of Law and Choice of Forum: The Contractor agrees to be bound by the laws of the State of Connecticut and that this Contract shall be constructed and interpreted in accordance with Connecticut law in the event a choice of law situation arises.

15.7 Severability: If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of this Contract shall be enforced to the fullest extent permitted by law.

15.8 Waivers: No covenant, condition, duty, obligation or undertaking contained in or made a part of this Contract shall be waived, except as specifically provided in any section of this Contract or by the written agreement of the parties. Forbearance or indulgence in any form or manner by the Department in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the Contractor. Notwithstanding any such forbearance or indulgence, until complete performance or satisfaction of all such covenant, conditions, duties, obligations and undertakings, the Department shall have the right to invoke any remedy available under the Contract, or under law or equity.

SECTION XXI PERSONNEL

16.1 The CSA reserves the right to request replacement of key staff, regardless of their employer (Contractor or subcontractor) during the contract period if their continued presence would be

detrimental to the CSA or the success of the EBT project. All requests shall comply with applicable anti-discrimination and employment laws. CSA will submit such requests in writing and will not be unreasonable in its request(s).

- 16.2 The Contractor will, within seven (7) calendar days of the request, either respond with detailed objections to the CSA's request or have said person(s) removed from the project and immediately replaced with a qualified employee acceptable to the CSA.
- 16.3 In the event that the Contractor objects and the CSA does not withdraw its request within seven (7) calendar days of receipt of the Contractor's objections, the dispute shall be resolved by the interpretation and dispute procedure described in Section 18.
- 16.4 Independent Capacity of Contractor: The Contractor including its officers, employees, subcontractors, or any other agent of the Contractor is acting as an independent Contractor in performance of this Contract. The Contractor does not have, nor shall Contractor hold themselves out as having, any right, power or authority to create any contract or obligation either express or implied, on behalf, in the name of, or binding upon the State of Connecticut or of the Department. The Contractor shall be solely responsible and liable for Contractor's employees and their acts.
- 16.5 Employment of State Personnel: The Contractor shall not knowingly engage on a full-time, part-time, or other basis, during the period of the Contract, any professional or technical personnel who are, or have been at any time during the period of this Contract, Connecticut State employees without prior written approval from the Department's Commissioner and the State Ethics Commission. Recently retired (within one year) employees of Department shall not knowingly be engaged for performance of this Contract on a full-time, part-time, or other basis, without prior written approval from the Department's Commissioner and the State Ethics Commission.
- 16.6 Key Persons: By the execution of this Contract the Contractor certifies that all personnel named in their scope of work in their proposal shall actually work on the Contract in the manner described in their proposal. In the event of a change in Key personnel, the Contractor shall notify the state in accordance with the notification procedures identified in section 3.3, herein.
- 16.7 Non-Discrimination Regarding Sexual Orientation
- a. Unless otherwise provided by Conn. Gen. Stat. § 46a-81p, the Contractor agrees to the following provisions required pursuant to § 4a-60a of the Conn. Gen. Stat.:
 - i. The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - ii. the Contractor agrees to provide each labor union or representatives of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such

Contractor has a contract or understanding a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

- iii. the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to § 46a-56 of the Conn. Gen. Stat.;
 - iv. the Contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the Contractor which relate to provisions of this section and § 46a-56 of the Conn. Gen. Stat.
- b. The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with § 46a-56 of the Conn. Gen. Stat. provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

16.8 Executive Order No. 3

- a. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Contract.
- b. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the Contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the Contractor will not discriminate in employment practices or policies, will file all

reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

16.9 Executive Order No. 7C: This Contract is subject to **Executive Order No. 7C of Governor Jodi M. Rell, promulgated on July 13, 2006.** The Parties to this Contract, as part of the consideration hereof, agree that:

16.9.1 The State Contracting Standards Board (“the Board”) may review this Contract and recommend to the state contracting agency termination of the Contract for cause. The State contracting agency shall consider the recommendations and act as required or permitted in accordance with the Contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the Contract no later than 15 days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means:

16.9.1.1 a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4A 100 of the Conn. Gen. Statutes or

16.9.1.2 wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

16.9.2 For the purposes of this Section, “contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.

16.9.3 Notwithstanding the contract value listed in sections 4-250 and 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1, all State Contracts between State agencies and private entities with a value of \$50,000 or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1. For purposes of this section, the term “certification” shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

16.10 Executive Order No. 16: Violence in the Workplace Prevention Policy

a. This Contract is also subject to provisions of Executive Order No. Sixteen of Governor John J. Rowland promulgated August 4, 1999, and, as such, this Contract may be cancelled, terminated, or suspended by the contracting agency or the State for violation of or noncompliance with said Executive Order No. Sixteen.

b. The parties to this Contract, as part of the consideration hereof, agree that the Contractor shall prohibit employees from bringing into the State work site, except as may be required as a condition of employment, any weapon, or dangerous instrument as defined in this section.

i. Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a

switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

- ii. Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.
- c. The Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the State work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the State work site.
- d. The Contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall require that all employees are aware of such work rules.
- e. The Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions a through e, above.

16.11 Executive Order No. 17: Connecticut State Employment Service Listings:

- a. This Contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Contract may be canceled, terminated, or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Contract.
- b. The parties to this Contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

16.12 Nondiscrimination and Affirmative Action Provisions

- a. The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor

further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved;

- b. the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
- c. the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- d. the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;
- e. the Contractor agrees to provide the commission of human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- f. For the purposes of this section, "minority business enterprise" means any small Contractor or supplier of materials fifty-one per cent or more of capital stock, if any, or assets of which is owned by a person or persons:
 - i. who are active in the daily affairs of the enterprise;
 - ii. who have the power to direct the management and policies of the enterprise; and
 - iii. who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence that a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined

that such initial efforts will not be sufficient to comply with such requirements.

- g. Determinations of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative action advertising; recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- h. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- i. The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provision shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

16.13 Americans with Disabilities Act of 1990

- a. This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 USCS §§ 12101-12189 and §§ 12201-12213) (Supp. 1993); 47 USCS §§ 225, 611 (Supp. 1993). During the term of the Contract, the Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it will hold the State harmless from any liability, which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act.
- b. Where applicable, the Contractor agrees to abide by the provisions of section 504 of the federal Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

16.14 Utilization of Minority Business Enterprises

It is the policy of the State that minority business enterprises should have the maximum opportunity to participate in the performance of government contracts. The Contractor agrees to use best efforts consistent with 45 CFR. 74.160 et seq. (1992) and paragraph 9 of Appendix G

thereto for the administration of programs or activities using HHS funds; and §§ 13a-95a, 4a-60, to 4a-62, 4b-95(b), and 32-9e of the Conn. Gen. Stat. to carry out this policy in the award of any subcontracts.

16.15 Nonsegregated Facilities

- a. The Contractor shall comply with Federal Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Federal Executive Order 11375 and as supplemented in the United States Department of Labor Regulations (41 CFR Part 60-1 et seq., Obligations of Contractors and Subcontractors).
- b. Pursuant to the above-cited regulations, the Contractor shall not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform their services at any location, under its control, where segregated facilities are maintained; and so certifies by its agreement to this Contract.
- c. As used in this certification, the term "facilities" means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin. The Contractor further agrees (except where he has obtained identical certifications from proposed subcontractors for specific time periods) that it will obtain identical certifications from proposed subcontractors who are not exempt from the provisions for Equal Employment Opportunity; that it will retain such certifications in its files; and that it will forward a copy of this clause to such certifications in its files; and that it will forward a copy of this clause to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

16.16 Employment/Affirmative Action Clause: The Contractor agrees to supply employment/affirmative action information as required for agency compliance with Titles VI and VII of the Civil Rights Acts of 1964 and Connecticut General Statutes, Section 46a-68 and Section 46a-71.

SECTION XVII TERMINATION

- 17.1 All or any part of this Contract may be terminated by mutual written agreement of the contracting parties.
- 17.2 Unless otherwise excused, all or any part of this Contract may be terminated by the CSA in the event of failure of the Contractor to perform within the time requirements set forth in this Contract.
- 17.3 All or any part of this Contract may be terminated by the CSA for cause upon the failure of the contractor to comply with the terms and conditions of this Contract, including the attachments hereto. In the event that the Contractor is in breach of its obligations under

- this Contract other than a case of willful violation, the CSA shall give the Contractor written notice specifying Contractor's failure. Termination shall be immediately effective upon receipt of such notice. The Contractor agrees to incur no new obligations nor to claim any expenses made after receipt of notification of termination. Termination for cause shall create a liability upon the Contractor for legal damages.
- 17.4 This Contract may be terminated if the CSA deems that termination would be in the best interest of the CSA provided that the CSA shall give written notice to the Contractor not less than 90 calendar days prior to the date upon which termination shall become effective, such notice to be made via registered or certified mail, return receipt requested or hand-delivered with receipt made. The date of such notice shall be deemed to be the date of postmark in the case of mail or the date of Contractor's receipt for notice in the case of hand delivery. In the case of termination under this section, the CSA agrees to pay the Contractor for contract work performed and reasonable and appropriate expenses incurred in good faith. The Contractor, on its part, agrees to incur no new obligations after receipt of notification of termination and to cancel as many outstanding obligations as possible.
- 17.5 This Contract may be deemed terminated immediately at the option of the CSA upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligations by the CSA to the Contractor.
- 17.6 Should the State determine that Federal or State funds are unavailable, the CSA may terminate all or any part the Contract immediately upon notice to the Contractor. Such notification will be in written format. The CSA will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received in writing by the Contractor from the CSA.
- 17.7 In the event of termination for any reason, the Contractor shall not incur new obligations for the terminated portion and the Contractor shall cancel as many outstanding obligations as possible. Contractor shall take all reasonable measures to mitigate any damages for which the CSA may be liable.
- 17.8 If this Contract is terminated for any reason, the CSA shall have the right to award a new contract to a third party. In the event of termination for cause, the CSA shall have the right to seek recovery of damages incurred by the CSA and the reasonable costs incurred in reassigning the Contract, subject to the limitations set forth in Section XIII of this agreement.
- 17.9 If all or any part of this Contract is terminated as a result of the Contractor's failure to perform as provided for in this Contract, the CSA shall have the right to possession and use of any purchased or leased equipment, software or rights and to the services of any personnel pursuant to the terms of this Contract, provided that payments are made to Contractor, its successors or assigns, in the amounts and manner provided for by the terms of this Contract or in a reasonably comparable amount or manner if the terms of this Contract do not specify the amounts and manner in which payments shall be made in the circumstances existing at the time of termination. Contractor or its successors or assigns shall not repossess or authorize the repossession on any equipment, software or rights and shall not discontinue, or authorize the discontinuance of, any services of any personnel without having first obtained a court order to such effect after having given the CSA notice and an opportunity to appear and respond in an appropriate legal forum.

- 17.10 The remedy set forth in this Section shall be in addition to any other remedy available to the State under this Contract or under any other provisions of law.
- 17.11 Procedure for Termination: Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:
- 17.11.1 Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
 - 17.11.2 Terminate all subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
 - 17.11.3 Assign to the Department in the manner and to the extent directed by the Contract Administrator all of the right, title, and interest of the Contractor under the subcontracts so terminated, in which case the Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such subcontracts.
- 17.12 Transition after Termination or Expiration of Contract: In the event that this Contract is terminated for any reason the Contractor will assist in the orderly turnover of operations as required by the Department and will assist in the orderly cessation of operations under this Contract. The Contract may be amended as necessary to assure transition requirements are met during the term of this Contract.
- 17.12.1 The Contractor recognizes that the services provided under this Contract are vital to the CSA and must continue without interruption, and that upon the expiration or termination of this Contract as specified herein, a successor contractor other than the Contractor may be chosen to continue these services. Contractor agrees to continue performance of the services under the terms and conditions set forth herein during the pendency of any ongoing process of selecting a successor contractor. The Contractor must cooperate fully with the transition for the provision of EBT services by a different contractor prior to current contract expiration and for one hundred and eighty (180) calendar days after the expiration of the Contract at the terms and conditions to be negotiated between the Contractor and the CSA. The provisions of this section shall survive the end of the term of this Contract.
 - 17.12.2 Contractor shall upon written notice provided by the CSA (1) furnish phase-in, phase-out services for a period to be determined by the CSA or NCS, and (2) negotiate in good faith a plan with the NCS/CSA and the successor to determine the nature and extent of the phase-in, phase-out services required. The plan must specify a set date for transferring responsibility for each division of work described in the plan, including, but not limited to, a detailed schedule of jobs that will be run for the conversion and the place during the schedule when balance and reconciliation activities will take place. The plan shall be subject to the prior written approval of the CSA. The Contractor must provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by the Contract are maintained at the required level of performance. Such plan must include, but not be limited to, the following transition items:

- a. Retailers/Acquirers/TPPs and EBT-Only Merchants: Incumbent contractor will provide current lists of merchants, locations of EBT-only equipment, and supplemented phone lines.
- b. AMA/ASAP: Incumbent contractor will work with FNS, CSA and successor contractor to transfer authority to post to AMA and ASAP.
- c. Pseudo-retailer numbers: Upon CSA and FNS approval, incumbent contractor will provide pseudo-retailer numbers to the successor contractor.
- d. Database conversion, with provisions for check-point and back-out: Incumbent contractor will share file layouts and coordinate with the successor contractor to complete a database conversion to the successor contractor.
- e. Database clean-up: Incumbent contractor will work with FNS, CSA and the successor contractor to create a final version of the existing database suitable for conversion.
- f. ALERT: Incumbent contractor will coordinate with FNS, CSA and the successor contractor a switchover from the incumbent to the successor contractor input to the ALERT system.
- g. STARS: Incumbent contractor will coordinate with FNS, CSA and the successor contractor a switchover from the incumbent to the successor contractor input to the STARS system.
- h. Administrative functionality access: Incumbent contractor will continue to provide administrative functionality access to the CSA for the duration of the conversion to a successor contractor.
- i. Manual authorization "holds": Incumbent contractor will coordinate with the CSA and the successor contractor the timing of a transition of handling manual vouchers and cooperate in coordinating the routing and clearing of manual vouchers during the transition.
- j. Cards: Should cards be selected as a future option under the EBT Contract, the incumbent contractor will coordinate the loading of the current card information to the successor contractor's system as part of the database conversion.
- k. PIN retention: Upon CSA approval, the incumbent contractor will share the PIN encryption algorithm so that existing PIN offsets can be loaded onto the successor contractor's host.
- l. Help Desk: Incumbent contractor will transfer the recipient help desk phone number to the successor contractor but retain the retailer help desk phone number.
- m. Reconciliation: Incumbent contractor will coordinate with the CSA and the successor contractor reconciliation information and procedures to ease the transition from the incumbent contractor to the successor contractor.
- n. Settlement: Incumbent contractor will coordinate with the CSA and the successor contractor to transfer settlement responsibilities from the incumbent to the successor contractor.

17.12.3 All conversion activities that are the responsibility of the Contractor must take place at times and using methods that will provide the least impact on retailers, recipients and state operations.

17.12.4 Any imbalances in the database values found after conversion and due to conversion that result in any liability must be the liability of the Contractor assuming responsibility for EBT host processing.

17.12.5 All phase-out costs associated with core services that are the responsibility of the Contractor must be included in the Cost Per Case Month. The Contractor will not be compensated for any additional phase-out costs.

SECTION XVIII – PAYMENT PROVISIONS

18.1 Payments to the Contractor shall be based on the prices and/or rates set forth in the Pricing Schedules in Section XIV herein. Monthly invoicing will be submitted to the CSA in arrears by the Contractor on a Standard Voucher in a form acceptable to the CSA. The CSA will make best efforts to process all vouchers within 30 calendar days of their receipt; however, failure to make payment within said timeframes shall not be considered a breach of contract. Timeliness of payment and any interest to be paid to the Contractor for late payment shall be governed by the laws of the state of the CSA.

The CSA(s) may only be charged for active cases that have benefit authorizations made available during the billing month. Monthly benefits transmitted prior to the availability date shall not constitute an active case until the benefit has been made available to the cardholder (e.g., availability date of the benefit has been reached).

18.2 For invoicing purposes, an active case is defined as a case for which one or more benefit(s) has been authorized and transmitted to the EBT Contractor to be made available during the billing month. A single cardholder who has benefits authorized for both a cash program and a Food Stamp program is billable at the applicable cash cost per case-month and the applicable Food Stamp cost per case-month.

18.3 Core Services

18.3.1 Pricing for core services is volume based. Monthly billings to the Department shall be based on the Cost Per Case Month (CPCM) in the pricing tier that corresponds to the total actual number of cases in Pricing Schedules 1 and 2 in Section XIV.

18.3.2 Core services pricing for cash and food stamp benefits shall be in accordance with the Pricing Schedules set forth in Section XIV, beginning with the Pre-Conversion Billing Period. The Pre-Conversion Billing Period is defined as the period beginning with September 1, 2006 or the start date of this Contract, whichever is later through August 31, 2007. .

18.3.3 In addition to the billing for the provision of core services, during the Pre-Conversion Billing Period, the Contractor shall provide and bill the following services as optional services for the Department at the following rates:

18.3.3.1 NYCE network access – an additional charge of \$.71 per month for each billable cash case.

18.3.3.2 ATM Withdrawals – each ATM Withdrawal whether surcharged or surcharge-free will be billed at the rate of:

- \$.40 per withdrawal for all state subsidized withdrawal transactions, which will consist of both surcharged and non-surcharged transactions.
- \$.85 per withdrawal for all Cardholder fee withdrawal transactions, which will consist of both surcharged and non-surcharged transactions.

18.3.4 The parties acknowledge that during the Pre-Conversion Billing period, additional services will be implemented that will result in a pricing change relative to the service. Revisions to the pricing schedule for any changes to the EBT system that are implemented during the Pre-Conversion Billing Period shall become effective beginning with the billing month following the implementation of the change.

18.3.5 Effective 9/1/07 and through the term of the Contract (Post-Conversion), the following payment terms will apply:

18.3.5.1 A single cardholder who has benefits made available by the Department from both a cash program and a food stamp program will be billed at the applicable cash cost per case-month (CPCM) and the applicable food stamp CPCM as set forth in Pricing Schedules 1 and 2 in Section XIV.

18.3.5.2 For cash cases, the Department agrees to compensate the Contractor for up to two ATM withdrawals per case per month in the amount of \$.40 per transaction fee (interchange and switch fees). Any ATM withdrawals in excess of two per case per month will be payable by the cardholder in an amount equal to \$.50 per withdrawal. The Contractor shall include a monthly report listing all transaction fees incurred by the Department. For avoidance of doubt, the following example illustrates the accounting of billable transactions: Cardholder Withdrawal #1 is surcharge free. This transaction is counted toward the two allotted Department subsidized withdrawals and is billable to the Department. Cardholder Withdrawal #2 is surcharged. This transaction is counted toward the two allotted Department subsidized withdrawals but is not billable to the Department or the cardholder. Cardholder Withdrawal #3 may or may not be surcharge free. This transaction is counted whether surcharged or not as the third withdrawal and is billable to the Cardholder.

18.3.5.3 Surcharged transactions may not incur usage transaction fees (interchange and switch fees) that will be billable to the CSA.

18.3.5.4 Unlimited ATM Balance inquiries under the Quest network service mark will be provided by the Contractor at no additional cost to the Department or the cardholder.

18.3.5.5 Transition/Conversion Credit. A credit to the Department in the amount of \$425,000.00 shall be applied in twelve equal monthly installments of \$35,417.00. The credits shall be deducted from the Contractor's invoices beginning with the first billing month following the execution of this Contract.

18.3.5.6 The Contractor must provide monthly invoicing to the CSA in arrears on a standard voucher in a form acceptable to the CSA. The monthly invoicing must be accompanied by supporting documentation, provided electronically.

- 18.3.5.7 The documentation must provide detailed information in support of all billing charges for EBT services and for pass-through expenses. Data must be provided on unduplicated case counts of cases in which benefits are made available during the billing month. Data must be broken down by benefit program (Food Stamps, cash and other programs as determined by the state).
- 18.3.5.8 Optional Services – For the provision of Optional Services the Contractor shall comply with the following provisions regarding payment:
- 18.3.6 Monthly bills must discretely delineate the optional services provided to the CSA as incremental costs to the Cost Per Case Month.
- 18.3.7 Optional services pricing shall be in accordance with the pricing schedules set forth in subsection B of Section XIX.
- 18.3.8 The Department may elect to pay core optional start-up costs in advance or over time broken down in equal monthly payments of 84 months or by the number of months remaining in the contract duration, excluding option periods, at the time the Department elects to implement the option. If the latter option is selected, the interest rate will be the five (5) year Treasury bill rate in effect on the date that this Contract is signed by the Contractor. If the option is selected subsequent to contract execution, the then-current Treasury Bill rate will be applicable.
- 18.4 In producing billing reports, the Contractor must provide a separate accounting of any benefit deposits which occur in a month other than the month of the intended available date as supplied by the State.
- 18.5 Reimbursable postage charges shall be made by CSA monthly in arrears and subject to Contractor-provided documentation validating all such charges. Reimbursables shall be payable at cost and not subject to Contractor mark-up.
- 18.6 The Contractor must take advantage of all available postal bulk rate schedules, including as appropriate ZIP pre-sort, bar coding, ZIP plus 4, and any other relevant postal price offerings. The CSA will make monthly payments based on the number of pieces mailed during the month at the ZIP pre-sort rate in effect at the time of mailing. Daily reports from the Contractor must detail the postage rate based on ZIP pre-sort requirements (residual mail as defined by the Post Office will be paid for as first class mail). Copies of the postage receipts from the Post Office for each shipment of cards and/or other documents must accompany each month's billing for postage.
- 18.7 The Contractor will be reimbursed by the CSA for the interexchange rate for calls to the 1-800 Toll Free Customer Service number originating at public payphones during a single service month. The CSA will pay the Contractor , as a pass through in arrears on a monthly basis, the lower of 1) the Contractor's bid rate of \$.32; or 2) the Federal Communications Commission (FCC) Default rate.
- 18.8 The Contractor must provide the CSA with information concerning payphone call volumes, and other information available to the Contractor. Such information must be submitted monthly in support of the invoicing for payphone interexchange charges.

- 18.9 The State shall not be liable for the payment of any taxes under this Contract however designated, levied or imposed. The State represents that the Contractor is not liable for the payment of any transfer taxes including, but not limited to, sales taxes upon goods or services purchased for or provided for the State.
- 18.10 Surcharged transactions will not incur usage transaction fees (interchange and switch fees) that will be billable to the state.
- 18.11 Change and Release Management. The CSA may authorize the Contractor to perform changes as described in Section 7 of the RFP. For personal services, payments to the Contractor shall be based on the change request rates as set forth herein in Section XIX - D. Any applicable non-personal services charges shall be billed at cost as evidenced by invoicing to be submitted by the Contractor plus the mark-up/administrative fee as set forth herein in Section XIX - D.
- 18.12 From time to time, the CSA may also require the Contractor to perform pilot projects or other EBT-related tasks which, although within the general scope of work required by this Contract, are not required to be performed within the current pricing structure. For personal services, payments to the Contractor shall be based on the change request rates as set forth herein in Section XIX - D. Any applicable non-personal services charges shall be billed at cost as evidenced by invoicing to be submitted by the Contractor plus the mark-up/administrative fee as set forth herein in Section XIX - D. Prior written approval from the CSA shall be required for all such tasks and total expenditures within any given contract year will not exceed **\$250,000**. The CSA reserves the right to require reasonable evidence, including the requirement that the Contractor follow formal bidding procedures, that all tasks performed hereunder are obtained from the best available source, price and all other factors considered.
- 18.13 From time to time, the CSA may require the Contractor to develop and implement community based educational and outreach programs to assist in educating clients about the availability, proper use and security of EBT cards. Programs will concentrate on educating recipient groups with special needs, such as those clients with physical handicaps, non-English speaking clients and the elderly. The Contractor should make use of appropriate community based organizations, which possess the community relationships necessary to effectively communicate with client groups. All program plans, including any proposed subcontracts with community-based organizations, will require prior written approval by the CSA. Program plans will include program outcomes and a budget, detailing the specific cost items. For personal services, payments to the Contractor shall be based on the change request rates as set forth herein in Section XIX - D. Any applicable non-personal services charges shall be billed at cost as evidenced by invoicing to be submitted by the Contractor plus the mark-up/administrative fee as set forth herein in Section XIX - D. Total expenditures within any given contract year will not exceed \$200,000. The CSA reserves the right to require reasonable evidence, including the requirement that the Contractor follow formal bidding procedures, that all tasks performed hereunder are obtained from the best available source, price and all other factors considered.
- 18.14 The Contractor shall be liable for interest payable to the Department at a rate equal to the then-current prime rate plus 2% for errors made by the Contractor regarding transfers as

described in the Contractor’s response to section 4.7.2 Settlement and reconciliation Procedures of the RFP (e.g. Contractor removes funds from funding accounts twice for the same transaction).

18.15 The Contractor agrees to provide the following services at no additional cost to the Department:

18.15.1 Full data warehouse services as defined in Contractor’s Proposal.

18.15.2 Travel for two (2) Department testing staff for any User Acceptance Test (UAT) work necessary during initial implementation;

18.15.3 National Automated Clearing House Association (NACHA), Electronic Benefits Services Council and Electronic Funds Transfer Association (EFTA) memberships for the Northeast Coalition of States (NCS) for each year of the Contract.

18.15.4 Access to Archive Information in accordance with RFP section 4.5.2.1

18.15.5 Participation of all Chase ATMs on an exclusive surcharge free basis.

18.16 The Contractor agrees to provide the following services at the additional cost to the Department identified in Section ??:

18.16.1 Cash Access Services Option #2 as specified in RFP Section 5.4.1.2

18.16.2 Two state subsidized ATM withdrawals per cash case.

Section XIX –Pricing Charts

A. Core Services

1. Cash Benefits

NCS Caseload	Price per Case-Month: Cash
<100,000	\$.90
100,000–200,000	\$.80
200,001–300,000	\$.77
300,001–500,000	\$.74
500,001–800,000	\$.73
800,001–1,000,000	\$.72
1,000,001–1,200,000	\$.71
1,200,001–1,400,000	\$.70
1,400,001–1,750,000	\$.69
1,750,001–2,000,000	\$.68
2,000,001>	\$.67

2. Food Stamp Benefits

NCS Caseload	Price per Case-Month: Food
<100,000	\$1.32
100,000–200,000	\$1.30
200,001–300,000	\$1.28
300,001–400,000	\$1.21
400,001–500,000	\$1.15
500,001–600,000	\$1.11
600,001–700,000	\$1.09
700,001–800,000	\$1.07
800,001–900,000	\$1.05
900,001–1,500,000	\$1.02
>1,500,001	\$1.01

B. Optional Services and Products

Line Number	RFP Reference/ Description	Price
1	4.2.2.2 Card Authentication Value	No Charge - \$0
2	4.2.2.3 ATM Balance Inquiry	No Charge - \$0
3	4.2.2.4 ATM/POB Usage Transaction Fees incurred by CSA	\$.40 per ATM/ POB withdrawal up to CSA imposed limit per case-month
4	4.2.2.4 ATM/POB Usage Transaction Fees incurred by cardholder	\$.50 per ATM/ POB withdrawal in excess of CSA imposed limit per case-month
5	4.4.2.1.1 Conversion to New EBT Card Stock	\$.258 per card
6	4.4.2.1.5 Purchase of Embossing Equipment	\$8,400 per unit
7	4.4.2.1.5 Lease of Embossing Equipment	\$1,200 per unit per year
8	4.4.2.1.5 Purchase of Embossing Maintenance Contract	\$2,350 per unit per year
9	4.4.2.1.6 Retention of Current Card Production Process	No Charge
10	4.4.2.3 Card Design	\$8,000 One-Time Charge
11	4.4.2.7.2 Local District, Group Home, or Congregate Care PIN Selection via Hardware Device- CSA	\$10.00 per device per month
12	4.4.2.7.3 Mailed PIN	\$.12 per mailed PIN
13	4.5.2.1 Access to Archive Information	No Charge - \$0
14	4.6.1 Direct Deposit Services	\$.10 per ACH deposit
15	4.6.2 Direct Deposit Enrollment Management Services	\$.115 per month per each case enrolled in DD for which a deposit is made
16	4.6.4 Electronic Funds Transfer for Vendor Payments	\$.10 per item
17	4.9.2.1 Level II Disaster Services	\$40,000 One-time charge
18	4.9.2.1.1.1 Provision of Disaster Card and PIN Inventory and additional PIN Selection Devices	Price for card and PIN \$7,490 per 10,000 cards
19	4.9.2.1.1.3 Online Cardholder Account Setup and Benefit Issuance	No Charge - \$0
20	4.9.2.1.1.4 On-site Card Issuance	\$345 per each overnight delivery of 10,000 cards
21	4.9.2.1.1.5 PINs Embedded in Card Numbers	\$5,000 One-time charge
22	4.9.2.1.2 Retailer Support Services	No Charge -\$0
23	4.9.2.1.3.1 Batch File Processing	No Charge -\$0
24	4.9.2.1.3.2 Disaster User Profiles for FNS-Approved Disaster Issuances	No Charge -\$0
	4.9.2.1.4 Alternate Options	
25	Wireless network technology	\$43.90 per unit per month

Line Number	RFP Reference/ Description	Price
26	Option to support mass conversion of food stamp benefits to cash	No additional charge provided that these cases will be counted as a food stamp case and a cash case during the conversion month and therefore the CPCM will be charged to the state for both case types.
27	Option for mobile ATM services	\$1,500 per unit per month
28	Other alternate disaster service options	\$60,000 per annual NYS survey
29	5.1.2.1 Hand-held Wireless POS Device	\$43.90 per unit per month
30	5.1.2.1 Card Reading Wedge	\$7 per unit per month
31	5.1.2.2 Support for Certain Facilities—Setup Charge	\$15,000 one time cost inclusive of up to 40 centers per state
32	5.1.2.2 Support for Certain Facilities—Ongoing Charge	\$150 per month inclusive of up to 40 centers per state
33	5.2.8.1 Interpreter Options	\$48,000 one time cost per language plus \$2,300 monthly per language per state for live Customer Service
34	5.2.8.2 Cardholder and Retailer Customer Service Call Center Location Outside of United States	Decrement of \$.04 per case per month for each case regardless of volume
35	5.2.8.3 ARU PIN Selection/Change	\$.10 per completed PIN selection
36	5.2.8.4 ARU PIN Restriction	\$25,000 one time cost
37	5.2.8.5 Locator Service Provided 24 hours a day, 7 days a week	\$50,000 one time cost plus \$.03 per case per month for all cases (food stamps and cash)
38	5.2.8.6 1-800 Toll-Free Customer Service Calls. Price per call to Cardholder	\$.25 per call
39	5.3.2.1.1 Cardholder Training Brochure	\$2,000 one time cost plus \$155 per thousand
40	5.3.2.1.1 Cardholder Training Brochure	\$2,000 one time cost plus \$5,700 per hundred thousand
41	5.3.2.1.1 One-Time Translation Fee Per Language for Cardholder Training Brochure	\$2,900 one time cost per language per brochure
42	5.3.2.1.2 Cardholder Wallet Size Card	\$2,000 one time cost plus \$155 per thousand
43	5.3.2.1.2 Cardholder Wallet Size Card	\$2,000 one time cost plus \$5,700 per hundred thousand
44	5.3.2.1.2 One-Time Translation Fee Per Language for Cardholder Wallet Size Card	\$1,750 per language one time cost
45	5.3.2.1.3 Mass Mailing (excludes pass-through postage.	\$24.25 per 1,000 pieces with one page inserted
46	5.3.2.1.3 Mass Mailing (excludes pass-through postage.	\$11.50 per 1,000 pieces for each additional page inserted
47	5.3.2.1.3 One-Time Translation Fee Per Language for Mass Mailing	\$1,150 per language one time cost
48	5.3.2.2 Cardholder Video (English and Spanish)	\$20,000 one time cost
49	5.3.2.2 Cardholder Video—Additional Language	\$10,000 one time cost
50	5.3.2.2 Cardholder Video (for English, Spanish, or other languages)	\$8.00 per video

Line Number	RFP Reference/ Description	Price
51	5.3.2.3 State/Local District Training Materials	\$17,500 one time cost
52	5.3.2.3 State/Local District Training Materials	\$100 per copy
53	5.3.2.3 State/Local District Training Materials	\$8.00 per CD
54	5.4.1.1 Option #1—Cash Access Locations by Zip Code Method	No additional Charge - \$0
55	5.4.1.3.1 Option #3—Fee Free Requirement A	\$80,000 one time cost plus \$100,000 per month
56	5.4.1.3.1 Option #3—Fee Free Requirement B	\$70,000 per month
57	5.4.1.4 Option #4—Supplemental Fee Free ATMs or POBs	\$1,000 one time cost plus \$575 per unit per month
58	11.3.1 Public Payphone Charges	Lower of \$.32 per payphone call or FCC default rate
59	New York State Appendix 4.6.1—Direct Deposit Core Optional Requirements, processing support for Residential Treatment Centers	\$150 per month up to 40 facilities
60	5.2.9.1 PIN Selection/Change Privacy Code	\$ 500 per month
61	5.2.9.3 New York City Message System	\$5,900 per month
62	5.2.9.3 New York City Message System—Browser Access	\$1,000 per month

C. Optional Services- Incrementally Priced per Case-Month

1. Contractor Managed Adjustment Process for FS Benefits, RFP Section 4.2.2.1

Participating Caseload	Incremental Price per Case-Month: Cash	Incremental Price per Case Month: Food
1 – 300,000	\$.03	\$.03
> 300,000	\$.01	\$.01

2. Bullet #1, Four-Call Limit for RFP Section 5.2.8.6

Participating Caseload	Decremental Price per Case-Month: Cash	Decremental Price per Case Month: Food
1 – 400,000	(\$.008)	(\$.008)
> 400,000	(\$.034)	(\$.034)

3. Bullet # 2, Two Cash Balance Call Limit for RFP Section 5.2.8.6

Participating Caseload	Decremental Price per Case-Month: Cash	Decremental Price per Case Month: Food
1 – 400,000	(\$.004)	n/a
>400,000	(\$.017)	n/a

4. Bullet # 3, Call Limit Alternative for RFP Section 5.2.8.6

Participating Caseload	Decremental Price per Case-Month: Cash	Decremental Price per Case Month: Food
1 – 400,000	(\$.004)	(\$.004)
>400,000	(\$.017)	(\$.017)

5. Option # 2 Cash Access Network for RFP Section 5.4.1.2

Participating Caseload	Incremental Price per Case-Month: Cash	Incremental Price per Case Month: Food
1 – 200,000	\$.71	\$ 0
>200,000	\$.57	\$ 0

6. Option # 2 Cash Access Network (Alternative Network Solution – Allpoint Network) for RFP Section 5.4.1.2

Participating Caseload	Incremental Price per Case-Month: Cash	Incremental Price per Case Month: Food
1 – 200,000	\$.52	\$ 0
>200,000	\$.43	\$ 0

D. Change Request Rates [RFP# 11.6.9]

Personal Services		
Position Title	Daily Rate—Normal Status	Daily Rate—Travel Status
Technical Director	\$880	\$1,230
Technical Manager	\$800	\$1,150
Technical Project Leader	\$760	\$1,110
Database Analyst	\$600	\$950
Training Specialist	\$520	\$870
Sr. Systems Analyst	\$760	\$1,110
System Analyst/Programmer	\$600	\$950
Non-personal Services		
	Percentage	
Administrative/Markup Rate	8%	8%

E. Card Options

1. Card Production Schedule [RFP# 11.6.6.4]

Monthly NCS Card Volume Tier	Nonphoto 1 st Class	Nonphoto Overnight	Photo 1 st Class	Photo— Overnight	EBT Card Stock	Card Bulk Delivery (Finished Product)	Vault Cards	Replaceme nt Card Issuance	Cards returned Un- deliverable	Card Types	Disaster Cards and PIN Inventory
	4.4.2.1.3	4.4.2.1.3.1	4.4.2.1.3	4.4.2.1.3.1	4.4.2.1.3.2	4.4.2.1.3.3	4.4.2.4	4.4.2.1.7	4.4.2.2	4.4.2.4	4.9.2.1.1.1
1-1,000	.828	30.33	2.23	31.74	.220	57.50	.381	.822	.621	.220	.932
1,001- 5,000	.702	30.21	2.07	31.58	.196	143.75	.357	.703	.621	.196	.789
5,001- 10,000	.690	30.20	2.01	31.52	.196	258.75	.345	.688	.621	.196	.762
10,001- 15,000	.679	30.19	1.97	31.48	.196	345	.345.	.675	.621	.196	.749
15,001- 20,000	.667	30.18	1.92	31.43	.196	373.75	.340	.671	.621	.196	.739
20,001- 50,000	.667	30.18	1.89	31.40	.141	431.25	.279	.665	.621	.141	.677
50,001- 100,000	.667	30.16	1.85	31.36	.126	517.50	.258	.657	.621	.126	.655
100,001- 150,000	.656	30.16	1.82	31.33	.125	690	.251	.657	.621	.125	.648

2. OTC Cards [RFP# 11.6.6.5]

Monthly NCS Card Volume Tier	State Location		State Location		State Location	
	Contractor Equipment/Software State Staff		Contractor Equipment/Software Contractor Staff		State Equipment/Software State staff	
	Photo	Nonphoto	Photo	Nonphoto	Photo	Nonphoto
1-1,001	3.00	3.00	n/a	n/a	.220	.220
1,001- 5,000	3.00	3.00	n/a	n/a	.196	.196
5,001- 10,000	2.50	2.50	n/a	n/a	.196	.196
10,001- 15,000	1.88	1.88	n/a	n/a	.196	.196
15,001- 20,000	1.88	1.88	n/a	n/a	.196	.196
20,001- 50,000	1.41	1.41	n/a	n/a	.141	.141
50,001- 100,000	.686	.686	n/a	n/a	.126	.126
100,001- 150,000	.685	.685	n/a	n/a	.125	.125
150,001+	.495	.495	n/a	n/a	.125	.125

3. Incremental Pricing for All Forms of Issued Cards (excluding Vault and Emergency) [RFP# 11.6.6.6]

Description	Pricing Format	Price Offer
Four-Color Printing	Incremental Cost per Card	\$.046 incremental per card
Embossing	Incremental Cost per Card	No additional charge
Holographic Overlay	Incremental Cost per Card	\$1.38 incremental per card
Embedded Hologram	Incremental Cost per Card	\$.0875 incremental per card

4. Card Sleeves—Low Grade [RFP# 11.6.6.2]

Description	Pricing Format	Price Offer
1–10,000	Price per Sleeve	\$.108
10,001–50,000	Price per Sleeve	\$.060
50,001–100,000	Price per Sleeve	\$.047
100,001–250,000	Price per Sleeve	\$.043
250,001–500,000	Price per Sleeve	\$.042
500,001–750,000	Price per Sleeve	\$.041
750,001–1,000,000	Price per Sleeve	\$.029

5. Card Sleeves—High Grade [RFP# 11.6.6.3]

Description	Pricing Format	Price Offer
1–10,000	Price per Sleeve	\$.136
10,001–50,000	Price per Sleeve	\$.085
50,001–100,000	Price per Sleeve	\$.071
100,001–250,000	Price per Sleeve	\$.068
250,001–500,000	Price per Sleeve	\$.067
500,001–750,000	Price per Sleeve	\$.067
750,001–1,000,000	Price per Sleeve	\$.050

E. Debit Card Pricing

Fee Description	Price	Comments
Card Fees:		
Initial Card Issuance	No Charge-\$0.00	Account set up, card issuance and account opening provided at no cost
Renewal Card Issuance	No Charge-\$0.00	Renewal card issued upon expiration date anniversary of original card issued at account opening
Replacement Card Issuance	\$0.00 for first per year \$5.00 for additional per year \$10.00 for expedited card replacement via overnight delivery	One free card replacement card per calendar year Fee for subsequent replacements per calendar year Fee for expedited delivery
Monthly Account Maintenance	No Charge-\$0.00	Includes one free ATM withdrawal, core services
Monthly Statement	No Charge-\$0.00	Included monthly as required by Regulation E

ATM Transactions:		
Transaction Fee: (note: include under comments any transaction fee-free ATM withdrawals that may be included along with number and frequency)	No Charge for first ATM withdrawal each month \$1.50 for subsequent withdrawals	One free ATM withdrawal at any participating ATM each calendar month \$1.50 for each subsequent ATM withdrawals each calendar month
ATM Withdrawal Surcharge Exclusions: Identify any exclusions to ATM cash withdrawal surcharges. Explain whether CSA acceptance of any of the surcharge free cash access options described under RFP section 5.4.1 would provide surcharge-free ATM access to debit cardholders.	Surcharge free ATM withdrawals from over 30,000 Chase, Bank One and Allpoint ATMs are included at no extra cost	Selection of surcharge free ATM access under section 5.4.1 pertains only to EBT cards and services. The JPMorgan debit card provided allows for surcharge free access at Chase, Bank One and Allpoint ATMs as part of core services. This includes over 30,000 ATMs nationally
ATM Balance Inquiry Fee- identify the fee and any applicable limitations or exclusions	\$.40 per Balance Inquiry	No limitations. Free balance inquiry available via IVR help line and via secure website
ATM Declines	No Charge for incomplete transactions \$.50 fee per decline with PIN for Not Sufficient Funds	\$.50 per decline with PIN for NSF

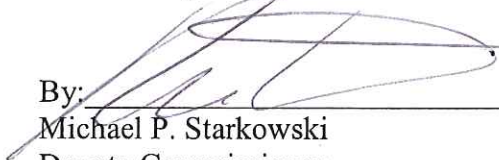
Customer Service:		
Customer Service: Live Customer Service Representatives or IVR- Identify any call limitations and any fees incurred in excess of the limitation	6 free calls per month Potential for a \$.25 fee per call beyond the 6 free (if implemented)	Our experience indicates that a stated policy of 6 free calls per month provides adequate access to information. JPMorgan EFS will not initially implement the fee charging feature and would only implement with NCS CSA approval if average calls exceed an agreed upon threshold
Customer Service: Do the customer service reps work in the USA and, if not, submit a price to relocate the service to the USA	Increase ATM withdrawal fee and balance inquiry fee by \$.10 to \$1.60 for withdrawals and \$.50 for Balance Inquiries respectively	CSRs support debit card services from and international call center No other cost to relocate CSR support to a domestic call center
Miscellaneous:		
Cash Advance – Network Bank Teller: Identify network and any transaction limitations	\$2.50 per withdrawal by Bank Teller	Available at all Bank Teller windows supporting Mastercard/Visa cash advance services
Cash Advance – Non-Network Bank Teller: Identify any transaction limitations	N/A—not available outside Mastercard/Visa networks	Not available outside Mastercard/Visa networks
A.1 ACH TRANSACTION FEE	N/A	This is apparently a fee for accepting ACH transactions into the debit card account. There is no fee for ACH deposits into the account.
Monthly Inactivity Fee	\$1.00 per month	JPMorgan EFS will work with the NCS CSAs to define a mutually acceptable inactivity period (12 months is recommended). Fee stops upon zero balance.
Overdraft Fee	No Charge	Overdraft managed by amount/duration of overdraft condition and may result in account suspension if not remedied within

		agreed upon time frame or if allowable overdraft amount is exceeded
Cash Back With Purchase Fee	No Charge	Available with PIN based network POS transactions only
Other Fees (Identify Type of Service)		
Services Provided at no Additional Cost to Cardholder or CSA	Allpoint, Chase and Bank One ATM access on a surcharge free basis	Web account access at no cost
Restricted Cash Access	N/A	Full requirement definition needed. Network based cards must provide unrestricted access, so a custom solution is needed and requirements must be defined more completely to provide pricing


This Contract is entered into by the authority of Sections 4-8, 17b-2, 17b-3 and 17b-495 of the General Statutes of Connecticut and shall be effective following the execution of the Contract by the parties and the approval of the Contract as to form by the State of Connecticut, Office of the Attorney General.

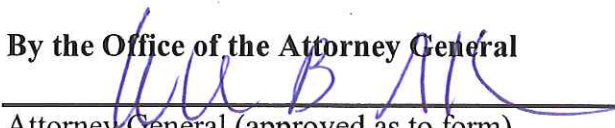
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

For the Department:

By:  Date: 9/20/06
 Michael P. Starkowski
 Deputy Commissioner

For JP Morgan

By:  Date: 9/18/06
 PRINTED NAME Brian Claire
 TITLE Sr. Vice President

By the Office of the Attorney General

 Attorney General (approved as to form) 10/19/06
 ASSOC. ATTY. GENERAL Date