

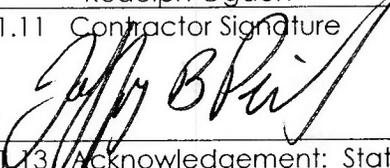
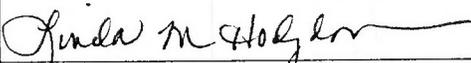
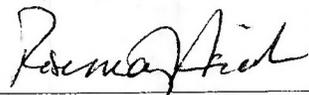
Subject: Fully Supported Payment Processing Solution

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name LexisNexis VitalChek Network Inc.		1.4 Contractor Address 6 Cadillac Drive Brentwood TN, 37027	
1.5 Contractor Phone 615-372-6850	1.6 Account Number N/A	1.7 Completion Date June 30, 2018	1.8 Price Limitation N/A – See Exhibit B
1.9 Contracting Officer for State Agency Rudolph Ogden		1.10 State Agency Telephone Number 603-271-3235	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jeffrey B. Pietke VP & Gen Mgr	
1.13 Acknowledgement: State of _____, County of _____ On <u>9-27-13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 		My Commission Expires <u>July 6, 2015</u> 	
1.13.2 Name and Title of Notary or Justice of the Peace		<u>Sherry D Campbell, Notary</u>	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>10-31-13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached Agreement for Contractor Services, which is incorporated herein by reference and attached as Exhibit A ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause

requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and

Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the

interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

**Exhibit A
Scope of Services**

1. DEFINITIONS

- 1.1. **CARDHOLDER-** Any customer that uses a credit or debit card.
- 1.2. **CONTRACTOR-** LexisNexis VitalChek Network Inc.
- 1.3. **CUSTOMER-** Any member of the general public that uses the payment processing system.
- 1.4. **POINT OF SALE ("POS")-** Any virtual or physical location where a customer exchanges funds with the State.
- 1.5. **STATE-** State of New Hampshire employees, agencies, departments, commissions, and any other official entities.

2. FULLY SUPPORTED PAYMENT PROCESSING SOLUTION

2.1. DEPARTMENT OF REVENUE ADMINISTRATION

Contractor shall add or remove any tax and/or fees as required by the Department of Revenue Administration ("DRA"). The following tax programs and fees will need to be set up to accept electronic payments in three phases, I, II & III. See implementation schedule below:

Tax Type	Production Date
Phase I	
Meals and Room Tax	Phase I - TBD*
Phase 2	
Business Enterprise Tax	Phase II - TBD*
Business Profits Tax	Phase II - TBD*
Taxation of Incomes	Phase II - TBD*
Phase 3	
Communications Services Tax	Phase III - TBD*
Electricity Consumption Tax	Phase III - TBD*
Medicaid Enhancement Tax	Phase III - TBD*
Tobacco Tax	Phase III - TBD*
Taxation of Railroads	Phase III - TBD*
Utility Property Tax	Phase III - TBD*
Excavation Tax	Phase III - TBD*

Real Estate Transfer Tax	Phase III – TBD*
Nursing Facility Quality Assessment Tax	Phase III – TBD*
Fees	
Protested Check Fee	Phase III – TBD*
Lien Fees	Phase III – TBD*
Dissolution, Withdrawal or Good Standing Certificate	Phase III – TBD*
Tobacco License Fees	Phase III – TBD*

***The Scheduling for the specified tax/fee processing rollout shall be set according to a mutually agreeable project plan executed by the parties.**

2.2. FUNCTIONAL REQUIREMENTS AND CAPABILITIES

2.2.1. Payment Acceptance

Contractor shall accept Visa, MasterCard, America Express, Discover, Debit Cards, ACH, and e-Checks on behalf of the State.

2.2.2. Convenience and/or Service Fee Model

The Contractor shall utilize a convenience and/or service fee model where the convenience and/or service fee is the responsibility of the cardholder and there is no cost to the State. Contractor must allow the State to absorb convenience and/or service fees on an account-wide basis. Contractor must follow the convenience fee rules established by the card networks . The State, where appropriate, will work with the Contractor to ensure compliance with such rules.

The State reserves the right to absorb convenience fees for eCheck and ACH processing or pass the fee on to the customers as appropriate for the State.

Customers must be clearly notified of the convenience and/or service fee amount that will be charged to use this service prior to payment acceptance and completion. All POS must clearly state a convenience and/or service fee will be assessed.

2.2.3. Multiple Payment Applications

Contractor must be able to host multiple payment applications where Customers can initiate a payment directly through the service

or through the State. The State may decide to implement any, all, or none of the services.

Examples of desired payment applications include but are not limited to:

1. A "pay by phone" or interactive voice response ("IVR") payment solution.
2. A process for accepting payments by credit cards, debit cards, ACH, and eCheck over the internet via an externally hosted payment page. The payment page must be customizable to allow State elements including, but not restricted to, State Seal and agency verbiage, to reassure cardholder that they have reached an approved State site. The Contractor's hosted page must be able to interface with an agency's website and/or web forms to ensure the payment is applied as intended by the agency's customer.
3. POS solution that allows agency staff to process credit card payments on behalf of Customers.
4. A self service kiosk that Customers can use to pay their payment at the agency location.

2.3. GENERAL REQUIREMENTS

2.3.1. Payment Card Industry Data Security Standards ("PCI DSS")

Contractor must be level one certified according to PCI DSS and listed on Visa's global registry of service providers.

2.3.2. System

- Contractor shall provide access twenty-four (24) hours a day, seven (7) days a week to the payment options and networks for both Customers and the State.
- Contractor shall provide access rate equal to or exceeding 99.999% availability annually except for schedule maintenance.
- Contractor shall provide written notice of any scheduled maintenance that would impact the use of the system by the Customers and/or State staff.
- The online payment system must have Secure Socket Layer ("SSL") technology for data encryption and protection during transmission to and from web servers. All web servers receiving sensitive data must have SSL keys installed to secure the transmission of the data

and include a certified VeriSign certificate or comparable certificate.

2.3.3. Transaction Processing and Settlement

Contractor shall process all transactions real time. Within twenty-four (24) hours of authorization, payments must be submitted for ACH processing, and must be electronically deposited via ACH in the gross amount (in their entirety) directly into the State's designated bank account within twenty-four (24) business hours of receipt.

Contractor shall provide for the authorization and settlement of transactions through the appropriate authorization and settlement networks and provide problem resolution to transaction and/or settlement discrepancies within forty-eight (48) business hours.

Contractor shall be the merchant of record for all transactions.

2.3.4. Reporting Capabilities

2.3.4.1. General and Ad Hoc Reports

Contractor must provide daily, weekly, and/or monthly detail and summary reports through an online system, which will allow each State agency to reconcile their deposits and transactions. Each agency may have different reporting requirements, the reporting must allow for ad hoc reports that can be tailored to the agencies' needs. The reporting system must have the ability to export data into a .XLS or .CSV file format. Some of the standard reports that may be required, but are not limited to are:

- Batch Summary
- Batch Detail
- Deposit Summary
- Deposit Detail

2.3.4.2. Monthly Summary Report

Contractor shall provide an electronic monthly and year to date summary reports to the New Hampshire Department of Treasury and the Department of Administrative Services Merchant ("DASMCS") summarizing the activity for all State agencies by department name, with gross sales, gross transaction count, returns, net sales, net transactions count, and include all electronic payment types.

Contractor shall provide an electronic monthly summary report to any agency that requires such report. The summary report shall only contain the sales information for the specific agency who requests this report. The report shall include a summary of gross sales, gross transaction count, returns, net sales, and net transaction count for all electronic payment types.

All reports must be transmitted by a secure method. The reports will be due by the 10th business day of each month, for the previous month.

2.3.5. Contract Support

2.3.5.1. State

Contractor shall provide contract support service for the State during the hours of 8:00am–5:00pm Eastern Standard Time Monday through Friday. Contract support services must include, but is not limited to, research, supplies, equipment request, installation and troubleshooting/repair/replacement for malfunctioning equipment.

2.3.5.2. Customers

Contractor shall provide aid to consumers who need assistance with making payments, disputes and/or technical issues through this service 24/7/365; bi-lingual (English/Spanish) support will be provided through a toll free telephone number. The customer service number must be clearly displayed at all POS.

2.3.5.3. Updates of payment brand requirements

Contractor shall notify the designated State contact in writing of all updates in requirements mandated by the payment brands. Such notice shall be given as soon as possible, but no later than thirty (30) days from the time contractor has knowledge of changes.

2.3.6. Training

Contractor shall provide training to State personnel when an account is set up. This training should include, but not be limited to, overview of State's responsibilities, important procedures for processing, and use of the associated reporting system.

2.3.7. Confidentiality Agreement

Contractor shall be responsible for executing relevant confidentiality agreements acknowledging they are bound by the confidentiality requirements enumerated in RSA 21-J:14 for DRA.

3. Service to Other Agencies

During the term of this Agreement, any State Agency that either currently processes merchant card transactions or any Agency that does not currently process transactions will have the ability to utilize the services described in this Agreement, provided that such services comply with applicable card network rules. The State will cooperate with Contractor in advising other State Agencies of their ability to utilize these services, and the parties will establish a process for interested Agencies to submit formal requests for such services to the State.

**Exhibit B
Pricing and Payment**

The contract price limitation for this contract is \$0, as there shall be no cost to the State for the Utilization of these services; the fees specified below shall be the responsibility of the Cardholder.

Convenience/Service Fee		Minimum charged per transaction
Credit Card	2.19%	\$0.50
Debit Card	2.19%	\$0.50
eCheck	\$0.50 non-guaranteed	*
ACH	\$0.50 non-guaranteed	*

*"Non-guaranteed" means State is liable for reimbursement to the appropriate entity of amounts including the face amount of the transaction related to checks or ACH transactions unpaid for any reason.

Exhibit C Special Provisions

In addition to the terms and conditions set forth in the in the Form P-37, the following shall apply:

1. CONTRACT TERMINATION

1.1. Bankruptcy or Receivership

Voluntary or involuntary bankruptcy or receivership by the Contractor may be cause for termination at the election of the State.

1.2. Material Breach

The non-breaching party may terminate this contract in whole or in part after thirty (30) days' written notice, as described in the Form P-37 General Terms and Conditions Section 8, in the event of the breaching party's failure to perform a material obligation of this contract.

1.3. Written Notice by State

The State may terminate this contract in whole or in part at any time by giving the Contractor thirty (30) days' written notice.

2. MISCELLANEOUS

Each party warrants that it will abide by: (i) the applicable rules, regulations, operating procedures, guidelines and requirements as may be promulgated or amended from time to time by Contractor's payment processor(s), VISA USA, Inc., MasterCard International, Inc., Discover, any other applicable card association, and, to the extent such party stores or retains any card information, the Payment Card Industry Data Security Standard, the Visa Cardholder Information Security Program, and the MasterCard Site Data Protection program (collectively, the "**Rules**"), and (ii) all applicable federal, state, and local laws, ordinances, codes and regulations in the performance of its obligations under this Agreement (collectively, the "**Laws**"). State further understands and agrees it might be deemed a "merchant" or "submerchant" under the Rules, and that Contractor's payment processor might require State to acknowledge its agreement to abide by such rules, regulations, operating procedures, guidelines and requirements

In conformity with industry security requirements, and in order to maintain the highest level of cardholder data security, Contractor has instituted, among other policies, Paper and Electronic Media Policies, which are designed to meet or exceed industry security standards (the "**Contractor Policies**"). A copy of the Contractor Policies has been provided to State, and is attached hereto as Exhibit D, and State agrees to comply with such policies as amended from time to time as well as with appropriate industry accepted security practices for handling non-public personal information. State acknowledges and agrees that (i) Cardholder data may only be used for assisting in completing a card transaction or as required by applicable law; (ii) In the event of a breach or intrusion of or otherwise unauthorized access to cardholder data stored within State's systems, State will immediately notify Contractor, and provide Contractor and/or its processor or the relevant card company access to State's facilities and all pertinent records to conduct

a review of State's compliance with the security requirements, as well as fully cooperate with any reviews of facilities and records provided for in this paragraph.

It is agreed that under this Agreement Contractor does not transfer, and State does not obtain, any patent rights, copyright interest or other right, claim or interest in the computer programs, systems, forms, formats, schedules, manuals or other proprietary items utilized by the Services or provided by Contractor.

A party herein will not be liable to the other party or its customers for any delay or failure in its performance of any of the acts required by this Agreement if and to the extent that such delay or failure arises beyond the reasonable control of such party, including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, material or component shortages, supplier failures, embargoes, earthquakes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, flood, epidemics, riots and strikes.

State will work with Contractor in order to maintain appropriate business continuity procedures and systems to insure security of cardholder data in the event of a disruption, disaster or failure of any data systems.

3. There are no other special provisions to this Contract.

Exhibit D
LexisNexis VitalChek Network Inc.
Paper and Electronic Media Policies

Policy Applicability

All employees handling hardcopy or electronic media must follow this policy. Departures from this policy will be permitted only if approved in advance and in writing by VitalChek.

Storage

Hardcopy Media

Hard copy material containing sensitive or confidential information (i.e.: paper receipts, paper reports, faxes, etc.) is subject to the following storage guidelines:

- At no time are printed reports containing sensitive information to be removed from any VitalChek or Agency secure office environment
- At no time is printed material containing sensitive information to be removed from any VitalChek data center or computer room without prior authorization from the General Manager.
- Printed reports containing consumer sensitive data are to be physically retained, stored or archived only within secure VitalChek or Agency office environments, and only for the minimum time deemed necessary for their use.
- All hardcopy material containing confidential or sensitive information should be clearly labeled as such.
- All sensitive hardcopy media must be stored securely in a safe or locking file cabinet
- Sensitive hardcopy material is never to be stored in employee desks or open workspaces

Electronic Media

Electronic media containing sensitive or confidential information (i.e.: CD, DVD, floppy disk, hard disk, tape, etc.) is subject to the following storage guidelines:

- Confidential and sensitive information should never be copied onto removable media without authorization from VitalChek's Information Technology Department.
- At no time is electronic media containing sensitive information to be removed from any VitalChek or Agency secure office environment, with the exception of computer system backups
- At no time is electronic media containing sensitive information to be removed from any VitalChek data center or computer room without prior authorization from the Information Technology Department
- Electronic media containing consumer sensitive data are to be physically retained, stored or archived only within secure VitalChek or Agency office environments, and only for the minimum time deemed necessary for their use.
- All electronic media containing confidential or sensitive information should be clearly labeled as such
- All removable, sensitive electronic media must be stored securely in a safe or approved locking file cabinet.

- All hardware (i.e. servers, workstations, modems, etc.) on which sensitive electronic media is stored shall be placed in a secure area and not be removed from a secure agency environment.

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Lexisnexis Vitalchek Network Inc. a(n) Tennessee corporation, is authorized to transact business in New Hampshire and qualified on October 20, 1995. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of October, A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/15/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED LexisNexis Vital Chek Network, Inc. 6 Cadillac Drive, Ste 400 Brentwood TN 37027-5080 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: American Zurich Ins Co		40142
	INSURER B: ACE American Insurance Company		22667
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570051720672 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			OGLG24876512	01/01/2013	01/01/2014	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMPI/OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	837684514	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570051720672

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

CERTIFICATE HOLDER New Hampshire State House Annex, Room 102 25 Capitol Street Concord NH 03301 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
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LexisNexis VitalChek Network Inc.

Secretary's Certificate

I, Renee Simonton, Assistant Secretary of LexisNexis VitalChek Network Inc., a Tennessee corporation (the "Corporation"), am familiar with the books, records and resolutions of the Corporation and do hereby certify as follows:

The General Manager of the Corporation is duly authorized to execute any contracts, agreements or other instruments in the name and on behalf of the Corporation, subject to the applicable policies of the Corporation.

Mr. Jeffrey Piefke is the duly appointed General Manager of the Corporation and was in this position as of the date of signature, September 27, 2013, of an agreement to provide certain Payment Processing Services to the State of New Hampshire.

In Witness Whereof, I have signed this Secretary's Certificate on October 31, 2013

By: 

Renee Simonton, Assistant Secretary



State of New Hampshire

Robin

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

October 18, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

11/20/2013

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a statewide agreement with LexisNexis VitalChek Network, Inc., Brentwood, TN (VC #177769) to provide Fully Supported Payment Processing Solutions. This contract shall be effective upon Governor and Executive Council approval and extend through June 30, 2018. There shall be no cost to the State for these services; the Contractor will be reimbursed through utilization of a convenience and/or service fee model where the convenience and/or service fee is the responsibility of the customer making payment to the State.

EXPLANATION

This contract provides Fully Supported Payment Processing Solutions to enable State Agencies to accept payment from customers utilizing various convenience/service fee models (via website, self service kiosks, interactive over the phone ("IVR"), etc.). There shall be no cost to the State for these services, rather, the Contractor shall be reimbursed through a convenience or service fee for the customer making payment to the State. Initially these services will be utilized by the Department of Revenue Administration with the goal of expanding to additional agencies as needed.

In order to solicit for said services, in November of 2012 the Department issued a request for proposal ("RFP"). This RFP solicited for Merchant Card Processing Services (Option #1) and for Fully Supported Payment Processing Solutions (Option #2). This contract is for the provision of the Option #2 services.

Notification of the RFP was released to several firms within the industry and public notice was provided in the Union Leader. Lastly, the RFP was available for review upon the Department's website. In response to Option #2 of the RFP, five firms submitted proposals to provide Fully Supported Payment Processing Solutions. Proposals were evaluated on the basis of 140 points in the following categories: pricing (80 points), response to a vendor questionnaire (30 points) and technical qualifications (30 points).

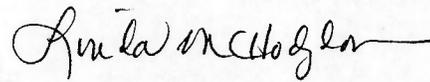
In order to perform the evaluation, a team of representatives from the Department of Administrative Services, the Department of Information Technology, the Department of Treasury, the Liquor Commission, the Department of Safety, and the Department of

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
October 18, 2013
Page 2 of 2

Revenue Administration was engaged. Based upon the evaluation criteria, LexisNexis VitalChek Network, Inc. was chosen as the highest scoring proposal. Attached is a copy of the scoring sheets.

Based on the foregoing, I am respectfully recommending approval of the contract with LexisNexis VitalChek Network, Inc..

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Linda M. Hodgdon", with a long horizontal flourish extending to the right.

Linda M. Hodgdon
Commissioner

Evaluation Committee Members

Craig W Bulkley

Current Position: Chief Operating Officer, NH Liquor Commission

Background: Mr. Bulkley is COO of the Liquor Commission, the largest customer of these services from the State's perspective. Mr. Bulkley is heavily involved in all aspects of Merchant Card processing.

Theresa Pare Curtis

Current Position: Director, Web Support Division, Department of Information Technology

Background: Ms. Curtis oversees the IT portion of Merchant Card processing for several state agencies.

Kyra Leonard

Current Position: Business Administrator, Department of Health and Human Services

Position During Evaluation: Business Administrator, Department of Safety

Background: In her role as Business Administrator for the Department of Safety, Ms. Leonard had familiarity and expertise in issues which agencies encounter in utilizing Merchant Card Processing services.

Heather Maguire

Current Position: Business Systems Analyst, Department of Information Technology

Position During Evaluation: Business Systems Analyst, Merchant Card Services, Department of Administrative Services

Background: Ms. Maguire, in her role of Business Systems Analyst in the area of Merchant Card Services for the State, has significant experience in all areas of Merchant Card Processing.

Rachel Miller

Current Position: Chief Deputy State Treasurer

Background: Ms Miller works closely with banks and financial institutions in a variety of areas, including Merchant Card Processing.

Brian Pace

Position During Evaluation: Director of Enterprise Architecture and PMO, Department of Revenue Administration.

Background: Mr. Pace brought over twenty years of experience in technology, system integration, network operations/planning and project management.

Steve Sacco

Position During Evaluation: Administrator, Bureau of Fixed and Mobile Assets, Department of Administrative Services.

Background: In his role as Administrator of the Bureau of Fixed and Mobile Assets, Mr. Sacco had oversight of the State's Merchant Card Processing team.

George P. Tsiopras

Current Position: Chief Financial Officer, NH Liquor Commission

Background: Mr. Tsiopras is CFO of the Liquor Commission, the largest customer of these services from the State's perspective. Mr. Tsiopras is heavily involved in all aspects of Merchant Card processing.

Name of Notified Parties	
Applied Bank	SunTrust (FD)
Bank of America Merchant Services (BAMS)	Synovus
BBVA Compass	TD Bank
Capital One Merchant Services	TIB - The Independent Bankers Bank
Chase Paymentech	TSYS Merchant Solutions
Citi Merchant Services	U.S. Bank Payment Solutions
Comerica Bank	Vantiv
Commerce Bank	Wells Fargo (FD)
Elavon	WorldPay
First National Bank of Omaha	Govolution - Velocity Payment System
First Savings Bank	ClearPay Financial Solutions
Heartland	Official Payments
HSBC (FD)	FIS
Huntington National Bank	PayGov US
KeyBank National Association	Key Bank
M&I	
M&T Bank	
Merrick Bank	
Moneris	
People's United Bank	
PNC (FD)	
Sovereign Bank	

Evaluation Committees Scores

	Option 2			
	BAMS	US Bank	Lexis / Nexis	Govolution
Department of Administrative Services				
Heather Maguire				
Vendor Questionnaire	18	16	24	18
Technical Qualifications	18	12	24	18
Stephen Sacco				
Vendor Questionnaire	18	18	25	20
Technical Qualifications	20	12	24	20
Department of Information Technology				
Theresa Pare-Curtis				
Vendor Questionnaire	15	6	24	20
Technical Qualifications	15	6	20	20
Treasury Department				
Rachel Miller and Cindy Iacovella				
Vendor Questionnaire	18	15	19	20
Technical Qualifications	N/A	N/A	N/A	N/A
Liquor Commission				
George Tsiopras				
Vendor Questionnaire	20	18	22	16
Technical Qualifications	18	14	19	13
Craig Bulkley				
Vendor Questionnaire	24	19	25	20
Technical Qualifications	24	19	26	22
Department of Safety				
Kyra Leonard				
Vendor Questionnaire	18	12	22	21
Technical Qualifications	18	12	21	20
Department of Revenue Administration				
Brian Pace				
Vendor Questionnaire	20	15	27	20
Technical Qualifications	20	10	24	18
Average Score				
Vendor Questionnaire	18.88	14.88	23.50	19.38
Technical Qualifications	19.00	12.14	22.57	18.71

INTERMEDIATE EVALUATION									
OPTION 2 - FULLY SUPPORTED PAYMENT PROCESSING SOLUTION									
SCORE									
Pass / Fail	Financial	Financial Information Provided Annual Reports and Audited Financial Statements Audit of Operations (SAS-70 or Equivalent) Explanation of Legal Action Last 2 Years Explanation of Liens or Encumbrances	Responsibility Merchant Card Services, Treasury, Liquor	BAMS Pass Pass Pass Pass	US Bank Pass Pass Pass Pass Pass	Lexis / Nexis Pass Pass Pass Pass	Governance Pass Pass Pass Pass	PayGov Pass Pass Pass Pass	
Pass / Fail	References	References Provided Reference Checks	Merchant Card Services, Treasury, Liquor	Pass	Pass	Pass	Pass	Pass	
Pass / Fail	Company Profile	Company Profile Provided Overview/Background Appropriate Thorough Background in the Industry Account Team Structure and Qualifications	Merchant Card Services, Treasury, Liquor	Pass Pass Pass Pass	Pass Pass Pass Pass	Pass Pass Pass Pass	Pass Pass Pass Pass	Pass Pass Pass Pass	
Pass / Fail	Minimum Qualifications	Response to Minimum Requirements Provided At a minimum the Vendor must be able to process, Visa, MasterCard, Discover, American Express, Debit Cards, ACH and eCheck. The Vendor must have a thorough background in the industry and have supplied similar services within the last ten (10) years to a minimum of five (5) customers of similar transaction volume size as the State. Vendor must provide company names, processing volumes and a description of services provided. The Vendor must have within the last ten (10) years a minimum of three (3) years relevant experience providing services to government entities of similar transaction volume size as the State. Vendor must provide government entities name and description of services provide. The Vendor must assign a dedicated relationship manager or dedicated account or customer service representative to the State as single points of contact to the Vendor. Vendors submitting a Proposal or subcontracted Vendor must be a level one certified according to Payment Card Industry Data Security Standards (PCI DSS) at the time of Proposal and listed on Visa's Global Registry of Service Providers. The Vendor must provide a current certificate of compliance. The Vendor must follow all Convenience fee rules established by the payment brands. The Vendor must follow all payment brand rules.	Responsibility Merchant Card Services, Treasury, Liquor	BAMS Pass Pass Pass	US Bank Pass Not Clear Pass	Lexis / Nexis Pass Pass Pass	Governance Pass Pass Pass	PayGov Pass Pass Pass	
FINAL SELECTION									

OPTION 2 - FULLY SUPPORTED PAYMENT PROCESSING SOLUTION

SCORE

80	Pricing	Credit Card Convenience Fee (20 Points) Debit Card Convenience Fee (20 Points) eCheck Processing / Convenience Fee (20 Points) ACH Processing / Convenience Fee (20 Points)	Responsibility DAS - Merchant Card Services	BAMS 45.51 16.98 16.98 5.78 5.78	US Bank 50.74 15.97 15.37 10.00 10.00	Lexis / Nexis 80.00 20.00 20.00 20.00 20.00	Govolution 51.76 17.88 17.88 8.00 8.00	PayGov 48.68 17.59 11.09 10.00 10.00
Use the below score ranges to rate the Vendor Questionnaire and Technical Qualifications								
Score Range								
Definition								
OUTSTANDING	25-30	An outstanding score reflects the fact that the proposer meets and exceeds the states expectation on most services and requirements						
EXCELLENT	19-24	An excellent score is indicative of the fact that the proposer meets and exceeds the states expectation on some of the services and requirements						
GOOD	13-18	A good score indicates the fact that the proposer meets the states expectation on services and requirements						
FAIR	7-12	A fair score reveals the fact that the proposer does not fully meet the states expectations on services and requirements						
POOR	1-6	A poor score reflects the proposer does not meet the states expectations for services and requirements						
30	Questionnaire	TOTAL	Responsibility	BAMS	US Bank	Lexis / Nexis	Govolution	PayGov
		Review Each Questions Response and Provide an Overall Score.		18.88	14.88	23.50	19.38	0.00
		Explain in Detail for Each Vendor the Reason for Your Questionnaire Overall Score.	Merchant Card Services, Treasury, Liquor, Dolt, DRA & DOS	18.88	14.88	23.50	19.38	Disqualified for Min Qualifications
30	Technical Qualifications	TOTAL		19.00	12.14	22.57	18.71	0.00
		Review each responses to the scope of work sections and provide an overall score.		19.00	12.14	22.57	18.71	
		Explain in detail for each vendor the reason for your Technical Qualifications Overall Score	Merchant Card Services, Treasury, Liquor, Dolt, DRA & DOS					Disqualified for Min Qualifications
140	Calculation	Total Score		83.39	77.75	126.07	89.84	48.68

OPTION 2 - PRICING EVALUATION

Note: Step 3 Equation: (L/X)*Y=A, X = Total Calculated Fee, L = Lowest Total Calculated fee of all responsive proposals, A = Awarded Points, Y = Total Possible Points

Vendor	Credit Card (20 Points)			Debit Card (20 Points)			eCheck (20 Points)			ACH (20 Points)					
	X) Credit Card	(L) Lowest Fee for all Proposals	Maximum Possible Points	A) Points Awarded	Debit Card	X) Estimated Flat Fee (%*100)	(L) Lowest Fee for all Proposals	Maximum Possible Points	A) Points Awarded	X) eCheck Fee	(L) Lowest Fee for all Proposals	Maximum Possible Points	A) Points Awarded	(L) Lowest Fee for all Proposals	Maximum Possible Points
BAMS	2.56%	2.19%	20	16.98	2.58 \$	2.19	2.19	20	16.98	\$ 1.73	\$ 0.50	20	5.78	\$ 1.73	20
US Bank	2.85%	2.19%	20	15.37	2.85 \$	2.19	2.19	20	15.37	\$ 1.00	\$ 0.50	20	10.00	\$ 1.00	20
Lexis Nexis	2.19%	2.19%	20	20.00	2.19 \$	2.19	2.19	20	20.00	\$ 0.50	\$ 0.50	20	20.00	\$ 0.50	20
Govolution	2.45%	2.19%	20	17.88	2.45 \$	2.19	2.19	20	17.88	\$ 1.25	\$ 0.50	20	8.00	\$ 1.25	20
PayGov	2.49%	2.19%	20	17.69	3.95 \$	2.19	2.19	20	11.09	\$ 1.00	\$ 0.50	20	10.00	\$ 1.00	20