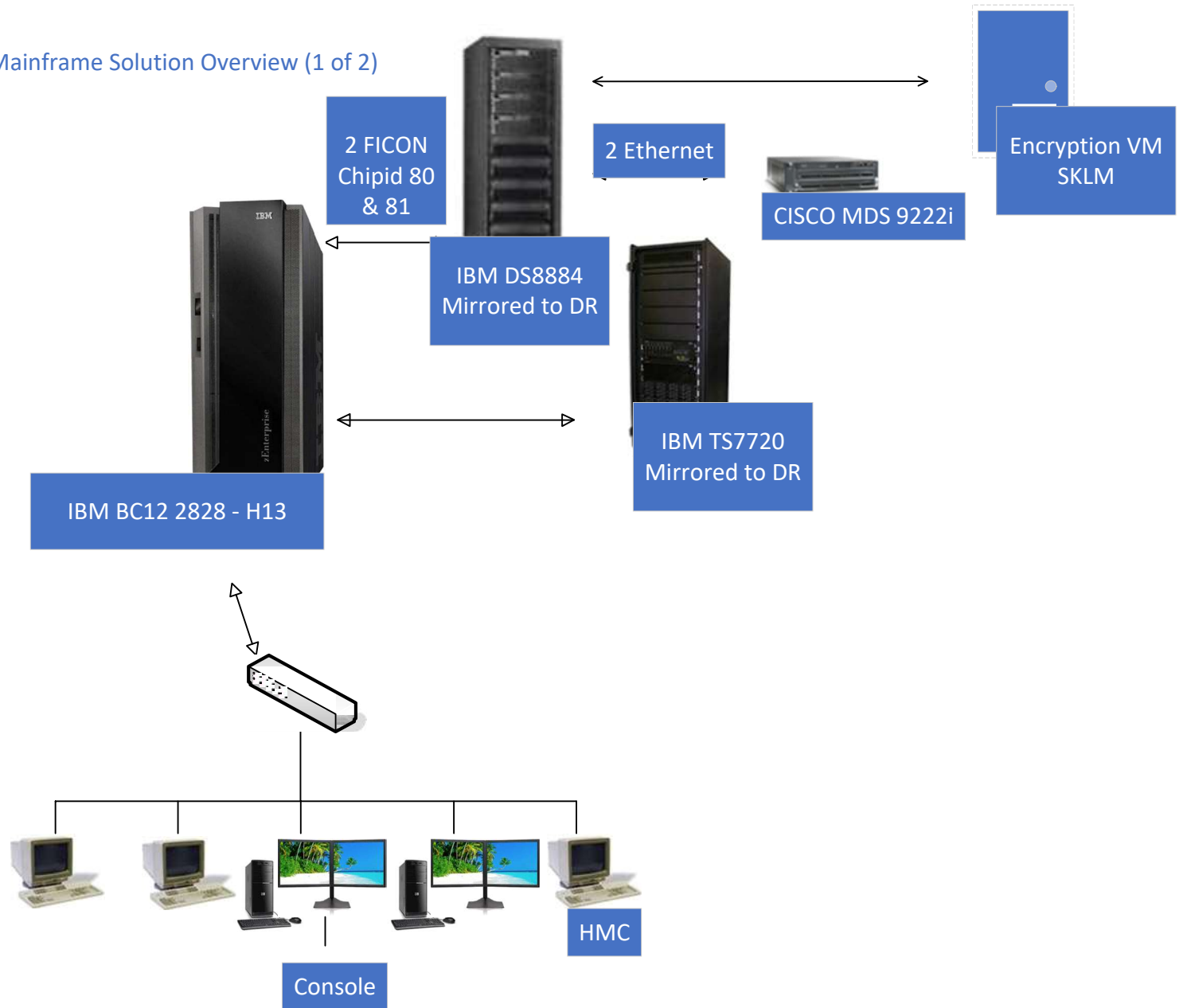
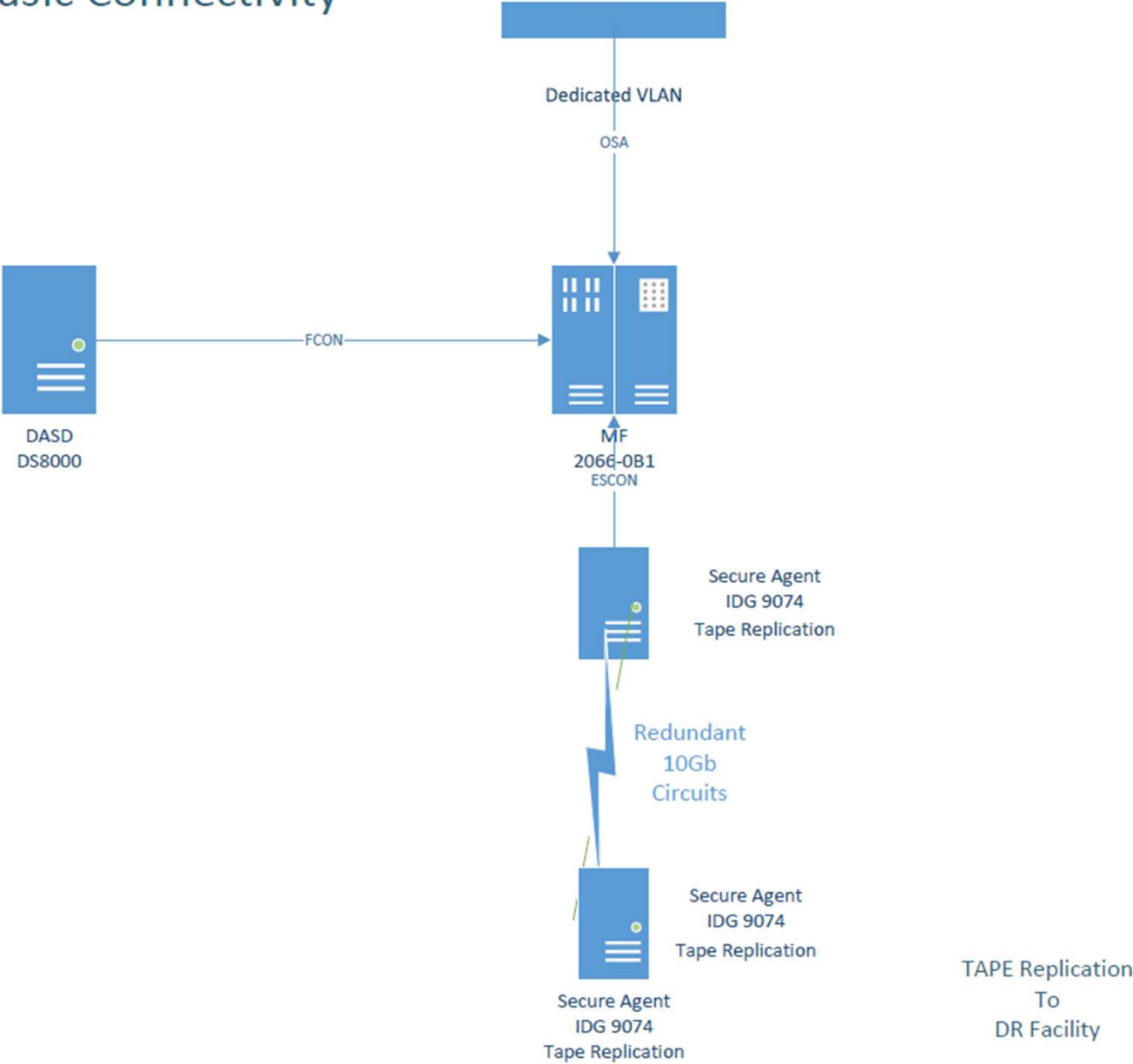


Appendix 1 – AHS\AOT Mainframe Solution Overview (1 of 2)



SOV-VDL Basic Connectivity



Appendix 2 – Hardware Profile Current State

AHS & AOT Current State Mainframe Hardware Profile

Primary Site Processor Information

CPU Model:	BC12 2828-H13 Model I01	Average Utilization:	40%
CPU MSU Rating:	19	Peak Utilization:	100%
CPU MIPS Rating:	150	Total installed memory:	16 GB
# of ESCON Channels:	0	# of Parallel Channels:	0
# of FICON Channels:	14	# of OSA Ports:	10
Are LPARs in use:	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	If yes, # of partitions:	3
OS Release:	z/OS 2.04	JES2 Environment:	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N

The STATE's 7-year projected MIPS levels are detailed in the table below. Pricing should therefore reflect a utility-based cost model.

Current	Year 2	Year 3	Year 4	Year5	Year 6**	Year 7
150	150	150	145	100	50	0

**NOTE: The STATE's is currently migrating applications from the mainframe. We project in year 6, most of the applications are off this mainframe.

Appendix 2 – Hardware Profile Current State

Tape Drive Profile

Overview of tape environment and configuration.			
Current TAPE Hardware: 1. IBM TS7720 virtual tape system (VTS)			
# of tapes rotated daily to off-site:	0	# of tape mounts per month:	1525

Virtual Tape System (VTS) Usage	
Number of virtual volumes defined.	3845
Number of physical cartridges in the VTS.	0

Storage Profile

Current DISK Hardware: IBM DS8884			
Total amount of storage available:	5003 GB	Percent of free space:	33%

DASD Encryption Servers (Prime and DR)

Two (2) 60 GB hard disk, 4GB RAM, 1.5 GHz processor

Appendix 2 – Hardware Profile Current State

VDOL Current State Mainframe Hardware Profile

Processor Information

CPU Model:	2066-003	Average Utilization:	40% We need to ask BlueHill (Peak)
CPU MSU Rating:	84	Peak Utilization:	100%
CPU MIPS Rating:	34	Total installed memory:	700 MB
# of ESCON Channels:	0	# of Parallel Channels:	
# of FICON Channels:	6	# of OSA Cards:	2
Are LPARs in use:	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	If yes, # of partitions:	3
OS Release:	VSE 2.3	JES2 Environment:	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N

The STATE's 7-year projected MIPS levels are detailed in the table below. Pricing should therefore reflect a utility-based cost model.

Hardware supports up to 499 MIPS but only use 34.

Current	Year 2	Year 3	Year 4	Year5	Year 6**	Year 7
34	34	34	19	19	4	0

**NOTE: The STATE's is currently migrating applications from the mainframe. We project in year 6, most of the applications are off this mainframe.

Appendix 2 – Hardware Profile Current State

Tape Drive Profile

Overview of tape environment and configuration.			
Virtual Tape System (moving forward after migration) i. Virtual Tape Drives: 20 ii. Virtual Tape Volumes: 21K iii. Virtual Tape Replication: from production facility to backup DR facility.			
# of tapes rotated daily to off-site:	0	# of tape mounts per month:	tbd

Virtual Tape System (VTS) Usage	
Number of virtual volumes defined.	
Number of physical cartridges in the VTS.	0

Storage Profile

Current DISK Hardware:			
500 GB of DASD for the exclusive use of the DOL on the State's existing DS8884 including encrypted data at rest and Data Replications to the DR Facility.			
Environments:			
Total amount of storage available:	500 GB	Percent of free space:	tbd

Appendix 3 - Software Profiles Current State

AHS and AOT Mainframe

Table 1: AHS\AOT IBM System Software – Current State

Contractor will be responsible to State for obtaining, supporting, maintaining, and paying all relevant fees for the IBM operating systems software. Table 1 below contains a listing of the IBM software that SOV is currently using for the AHS\AOT Mainframe.

	<i>Software</i>	<i>Version</i>
IBM	5610A01 z/OS Management Facility	
IBM	5625DB2 DB2 UDB for z/OS	
IBM	5650ZOS z/OS V2 Base	v2.1
IBM	5650ZOS z/OS V2 DFSMS dsshsm	v2.1
IBM	5650ZOS z/OS V2 DFSORT	v2.1
IBM	5650ZOS z/OS V2 RMF	v2.1
IBM	5650ZOS z/OS V2 SDSF	v2.1
IBM	5650ZOS z/OS V2 Security Server	v2.1
IBM	5654010 ACF/VTAM V4 VM/ESA Multidom - S016RPV	v4
IBM	5654260 EREP V3 VM	v3
IBM	5655103 DITTO/ESO for MVS 0082411 - S001819 DITTO/ESA for MVS	v1.3
IBM	5655257 Device Sup Facilities ICKDSF	
IBM	5655A46 Java for OS/390	
IBM	5655D35 Java(tm)2 Technology Edition	
IBM	5655F17 IBM Electronic Service Agent for IBM zSeries and IBM S/390	
IBM	5655G44 SMP/E V3 Base	
IBM	5655I48 SDK for z/OS, Java(tm) 2 Technology Edition, Version 1.4	
IBM	5655I56 SDK for z/OS	
IBM	5655M23 IBM Ported Tools for z/OS	
IBM	5655M23 IBM Ported Tools for z/OS: IBM HTTP Server V7.0	
IBM	5655M23 IBM Ported Tools:Sup Toolkit	
IBM	5655M29 IBM HTTP Server V7.0 S&S	
IBM	5655M29 IBM Ported Tools for z/OS	
IBM	5655M29 IBM Ported Tools for z/OS:Supplementary Toolkit for z/OS S&S	
IBM	5655S29 z/OS Management Facility S/S	
IBM	5655S97 CICS TS for Z/OS V4	v4.2
IBM	5655W32 Enterprise Cobol S0177FX - S00VXNN Cobol Alternate Function	v5.2.0
IBM	5655X09 IBM Sterling Connect Direct for z/OS Standard Edition	v5.1.1
IBM	5655X10 IBM Sterling Connect Direct for z/OS Standard Edition S&S	v5.1.1
IBM	5658260 EREP V3 MVS	
IBM	5664281 IBM 3270-PC File Transfer VM	
IBM	5665311 3270-PC File Transfer Pgm/MVS	

Appendix 3 - Software Profiles Current State

IBM	5684042 Device Supp Facil (ICKDSF) VM	
IBM	5684043 ISPF Version 3 for VM/SP 0037654- S000R17 ISPF Version 3 for VM/SP	v3
IBM	5684096 RSCS V3 - S000R4W IBM VM RSCS Networking V3	v3
IBM	5694A01 z/OS V1 DFSMS dssshm	
IBM	5694A01 z/OS V1 DFSORT	
IBM	5694A01 z/OS V1 RMF	
IBM	5694A01 z/OS V1 Security Server	
IBM	5694A01 z/OS Version 1 Base	
IBM	5694A01 z/OS Version 1 SDSF	
IBM	5696234 High LVL ASM MVS, VM, VS P0733 - S00128R High Level Assembler	v6.0
IBM	5697NV6 IBM Tivoli Netview For Z/OS W0000B8 - S016RPV	v6.1
IBM	5698B06 IBM TDS-BASE Usage Feature	
IBM	5698B06 IBM TDS-CICS Option	
IBM	5698B06 IBM TDS-Sys Perf Option	
IBM	5698R06 Tivoli Decision Support z/OS-Base Usage Feature S&S	
IBM	5698B06 Tivoli Usage and Accounting Collector	v1.8.1
IBM	5736N14 Alpha Search Inquiry Sys 0029722 - SOOLDN	
IBM	5741A05 Directory Maintenance Fac	v5.4
IBM	5741A05 Performance Toolkit for VM	v5.4
IBM	5741A05 z/VM Version 5	v5.4
IBM	5741A07 z/VM Version 6	v6
IBM	5741SNS Directory Maintenance Fac	v6
IBM	5741SNS Performance Toolkit for VM	v6
IBM	5741SNS z/VM Subscription & Support	v6
IBM	5798CBH MTCS/CICS 3270 Screen Format Utility (SFUGEN)	N/A
IBM	** Some of software are part of the Operating System.	
IBM	Security Key Lifecycle Manager/Basic Edition	
IBM	IBM Security Key Lifecycle Manager For Raw Decimal Terabyte Storage Resource Value Unit License License + SW Subscription & Support	

Table 2: AHS\AOT Mainframe Third Party Software – Current State

Contractor will be responsible to State for obtaining, supporting, maintaining, and paying relevant fees (when it makes financial sense for the State) for third party software that is used in their solution. Table 2 below contains a listing of the third-party (i.e., non IBB) software that SOV is currently using for the AHS\AOT Mainframe.

Vendor	Software	Version
Rocket	AZM C ASG-ZEKE OS/390	7.0.4

Appendix 3 - Software Profiles Current State

Rocket	AZO Oasis	3.0 A000
Rocket	JDI C ASG-Docu/Text Online Info	6.8.00
Rocket	JDO C ASG-Docu/Text Operations Documents	6.8.00
Rocket	PJM C ASG-PRO/JCL	R3.30 Build 0
Rocket	TCE C ASG-TMON for CICS TS for Z/OS	4.2
Rocket	TMV C ASG-TMON for Z/OS	4.9
CA	40068141-25 CA VM:Backup®	2.8
CA	40068141-50 CA Gener/OL™	7.1 0605
CA	40068141-75 CA One TAPE MANAGEMENT	14
CA	CA Common Services	14.1
CA	CA EARL	6.1/SP08
CA	40068141-125 CA VISION:Results	6
Information Builder	FOCUS for VM	v7.0.9
Innovation Data Processing	FDREPORT	5.4/89P
Jolly Giant	QWS 3270 Secure	4.7
Brandon Systems	Hostbridge/Wire	6.6.2
Levi, Ray & Shoup, Inc.	Software Maintenance and Support - VMCF/CICS	V2R11A
Levi, Ray & Shoup, Inc.	Software Maintenance and Support - Dynamic Report System (DRS)	V2R11A
Levi, Ray & Shoup, Inc.	Software Maintenance and Support - VPS/Email	V2R1.1.091
Levi, Ray & Shoup, Inc.	Software Maintenance and Support - Report Browse	V2R1.1.091
Levi, Ray & Shoup, Inc.	Software Maintenance and Support - VPS/TCPIP	V2R1.1.091
Levi, Ray & Shoup, Inc.	Software Maintenance and Support - VTAM Printer Support (VPS)	V2R1.1.091
Levi, Ray & Shoup, Inc.	Software Maintenance and Support - VPS/PDF	V2R1.1.091
PKWare	PKZ08-8201-ENG-FC1-PKZIP, zSeries	16.0 LVL 7
Software AG	ADABAS SAF SECURITY (AAF)	8.2.2
Software AG	ADABAS US VERSION	8.3.3
Software AG	ADABAS US VERSION	8.4.1
Software AG	ADABAS ONLINE SYSTEM	8.3.3

Appendix 3 - Software Profiles Current State

Software AG	ADABAS ONLINE SYSTEM	8.4.1
Software AG	NATURAL CONSTRUCT	8.2.2
Software AG	ENTIREX Message Broker	9.12
Software AG	Entire Network	6.3.2
Software AG	NATURAL US VERSIONS Z/OS	8.2.4
Software AG	NATURAL US VERSIONS Z/OS	8.2.6
Software AG	PREDICT	8.3.1
Software AG	PREDICT	8.3.1
Software AG	EVENT REPLICATOR FOR ADABAS (ARF)	3.5.4
Software AG	NATURAL ENGINEER	8.3.4
Software AG	NATURAL PROD PACK PROF. ED. VERSION 2 - NaturalONE (KPPV2)	8.2
Software AG	NATURAL FOR AJAX PACKAGE MAINFRAME - NaturalONE (NJZMF)	8.2
Software AG	ADABAS REVIEW	4.8.2
Software AG	ADAPREP	2.9.0
Software AG	Natural Security (NSC)	8.2.6
Vanguard	Administrator	2.5.1
Vanguard	Advisor	2.5.1
Vanguard	Analyzer	2.5.1
Vanguard	Policy Manager	2.5.1
Tibco	CyberFusion (MFT)	6.4.0
SDS	IPCP	5.0.01
SDS	VitalSigns IP Monitor	8.2.4
SDS	VitalSigns FTP	3.2.0
SDS	Tectia Server	6.6.10
Levi, Ray & Shoup, Inc	VPSX (Secure Printing)	Latest
Levi, Ray & Shoup, Inc	Innovate/Audit (Secure Printing)	Latest
Levi, Ray & Shoup, Inc	VPS/Secure	Latest
Brandon Associates/Brandon Systems	WIRE	Latest
Hostbridge	Hostbridge	Latest

Appendix 3 - Software Profiles Current State

VDOL

Table 3: VDOL IBM System Software – Current State

Contractor will be responsible for obtaining, supporting, maintaining, and paying all relevant fees for the IBM operating systems software. Table 3 below contains a listing of the IBM software that SOV is currently using for the VDOL Mainframe.

	<i>Software</i>	<i>Version</i>
IBM	CICS TS for VSE/ESA	
IBM	DITTO/ESA for VSE	
IBM	Print Services Facility/VS	V2
IBM	ACF/VTAM	V4
IBM	IBM COBOL for VSE/ESA	
IBM	IBM LE for VSE	1.4.0
IBM	IBM High LVL ASS.	
IBM	DFSORT/VSE	V3
IBM	VSE CENTRAL FUNCTIONS	V7
IBM	PL/1 RESIDENT LIBRARY	
IBM	PL/1 TRANSIENT LIBRARY	
IBM	COBOL LIBRARY	

Table 4: VDOL Third Party Software – Current State

Contractor will be responsible to State for obtaining, supporting, maintaining, and paying all relevant fees (when it makes financial sense for the State) for any third-party software that is used in their solution. Table 4 below contains a listing of the third-party software that SOV is currently using for the AHS\AOT Mainframe.

	<i>Software</i>	<i>Responsible Party</i>
CA	Easytrieve Report Generator	BH to get key
CSI	Secure FTP	BH to get key
CSI	Secure Socket Layer	BH to get key
CSI	TCP/IP for VSE	BH to get key
Mackinney	GSR – Global Search and Replace	BH to get key
Mackinney	CICS/QEDITOR	BH to get key
Mackinney	CICS/CMET from Batch	BH to get key
SPC Systems	Cobol Report Writer Precompiler	State to Verify
EASY-IQ	EaseyTrieve Interactive Query in CICIS	BH to get key

Appendix 4 – Roles and Responsibilities

Roles and Responsibilities Matrix: Role and Responsibilities of each party, for both the Primarily Responsible Party and Secondary Responsibility Party are defined in the RACI Table below. The party with a P (Primary Support Responsibility) in its column is accountable and responsible for completing the service described. The Party with an S provides direction/information to Primary. Primary Support Responsibility: Accountable for Task/Function S-Secondary Support Responsibility: Provides Direction/Information to Primary Support. Vendor supporting the AHS/AOT and VDOL Mainframe environments is the same, the responsibilities differ by Mainframe.

	AHS/AOT Mainframe		VDOL Mainframe	
Service Description	AHS/AOT	Vendor	VDOL	Vendor
1. Operations Support				
1.0 Recommend metrics and alert thresholds for the overall SOV hosted solutions	S	P	S	P
1.1 Provide system and online monitoring		P		P
1.2 Conduct IPLs		P		P
1.3 Monitor online and offline tape utilization		P		P
1.4 Conduct online region/partition startup and shutdown		P		P
1.5 Monitor production process status	S	P	S	P
1.6 Triage applications Abends and escalate	S	P	S	P
1.7 Resolve and support ABENDs per SOV instructions	S	P	S	P
1.8 Verify production process completion	S	P	S	P
1.9 Monitor data center environment		P		P
1.10 Perform initial problem determination (batch & system level)	S	P	S	P
1.11 Interface with SOV for problem resolution.		P		P
1.12 Interface with other SOV and non-SOV entities.	S	P	S	P
1.13 Monitor and respond to non-scrollable error messages and follow escalation procedures defined by SOV.		P		P
1.14 Create, maintain, and execute SOV approved operational procedures. This includes all automated and manual controls, use of software tools or processes, and tape manipulation.		P		P
1.15 Coordinate strategic and tactical planning processes (e.g. data collection) making recommendations on any resource adjustment.	S	P	S	P
1.15.1 Perform annual capacity planning study including workload characterization and reporting processor usage trends.		P		P

Appendix 4 – Roles and Responsibilities

1.16 Troubleshoot issues with IBM and third-party vendors		P		P
1.17 Suggest and implement new, beneficial technologies		P		P
1.18.1 Technicians on site 24 hours a day / 7 day a week / 365 days a year		P		P
1.18.2 Skilled engineers with multiple industry certifications		P		P
1.18.3 On-site NOC monitors all facility alarms, tickets, customer support as well as local news and weather		P		P
2. Tape Management				
2.0 Provide tape environment equivalent to our current state		P		P
2.1 Scratch tape lists (form of erasing) and pulls		P		P
2.2 Initialize tape volumes		P		P
2.3 Perform tape mounts		P		P
2.4 Perform initial problem determination and escalate		P		P
2.5 Monitor Tape Utilization		P		P
2.6 Provide tape rotation on SOV-defined basis		P		P
3. Production Control/Job Scheduling (VDOL does not currently use a scheduler)				
3.1 Schedule production:				
3.1.1 Modify existing job streams (scheduler if applicable)	S	P	S	P
3.1.2 Manage production libraries		P		
3.1.3 Run and implement reports	S	P		
3.1.4 Request new reports or changes to existing reports	P			
3.1.5 Provide application problem resolution contacts	P			
3.1.6 Verify JCL		P		
3.1.7 Verify production process repair		P		
3.1.8 Request changes to applications production process	P			
3.1.9 Ensure timely application support response		P		
3.1.10 Run JCL requirements, as directed by SOV		P		
3.1.11 Request JCL changes for applications jobs	P			

Appendix 4 – Roles and Responsibilities

3.1.12	Migrate and promote production JCL	S	P		
3.1.13	Set up, modify, and initiate jobs	S	P		
3.1.14	Establish schedules	S	P		
3.1.15	Establish procedures to handle schedule deviations	S	P		
3.1.16	Review procedures to handle schedule deviations		P		
3.1.17	Production Jobs running outside of scheduler	S	P		
3.1.18	Submit DocuText	P		NA	NA
3.2	Support production:				
3.2.1	Implement operations automation		P		
3.2.2	Implement tape automation		P		
3.2.3	Provide procedures on resolving Abends (from application Perspective)	P			
3.2.4	Define production process back-out and restart procedures		P	P	S
3.2.5	Provide requirements on production process back-out and restart procedures	P			
3.2.6	Establish problem escalation	S	P		
3.2.7	Provide problem escalation procedures	P			
3.3	Manage production:				
3.3.1	Establish times online applications need to be available	P			
3.3.2	Develop report distribution methodology	S	P	P	
4. Backup and Recovery					
4.1	Design and document backup and recovery procedures	S	P		P
4.2	Set up backup and recovery jobs (system)	S	P		P
4.3	Set up backup and recovery jobs (application)	P		S	P
4.4	Perform and monitor backup procedures		P		P
4.5	Perform and monitor recovery procedures (System)		P		P
4.6	Perform and monitor recovery procedures (Application)	P		S	P
4.7	Perform backup and recovery problem determination (System)		P		P
4.8	Perform backup and recovery problem determination (Application)	P		S	P
4.9	Perform system recovery		P		P

Appendix 4 – Roles and Responsibilities

4.10 Prepare and ship backups to off-site storage		P		P
4.11 Recover applications from backups	P	S	S	P
5. Storage				
5.1 Offline Data Storage				
5.1.1 Define tapes to be shipped off site	P		P	
5.1.2 Identify tapes to be shipped offsite		P		P
5.1.3 Define off-site shipping schedule	S	P	S	P
5.1.4 Manage transfer process		P		P
5.1.5 Maintain records		P		P
5.1.6 Provide reporting		P		P
5.2 Data Storage Management				
5.2.1 Install storage software		P		P
5.2.2 Maintain storage software		P		P
5.2.3 Gather storage performance information		P		P
5.2.4 Perform storage tuning		P		P
5.2.5 Define storage space requirements	P	S		P
5.2.6 Conduct and support storage space management	S	P		P
5.2.7 Set up data storage backup		P		P
5.2.8 Execute data backup		P		P
5.2.9 Conduct storage defragmentation, compression, etc.		P		P
5.2.10 Determine parameterization decisions (e.g., days to archive)	P		P	
5.2.11 Perform catalog management		P		P
6. Security Administration				
6.1 Determine security system design	P		P	
6.2 Respond to SOV questions regarding security design		P		P
6.3 Determine rules and operational administration	P		P	
6.4 Respond to SOV questions regarding rules and operational administration		P		P
6.5 Perform installation		P		P
6.6 Perform maintenance		P		P
6.7 Conduct system-level configuration		P		P
6.8 Conduct customer-level configuration	S	P	S	P
6.9 Perform troubleshooting diagnosis		P		P
6.10 Reset user IDs	P		P	
6.11 Provide backup to SOV to reset user IDs		P		P

Appendix 4 – Roles and Responsibilities

6.12 Monitor and report unauthorized access	S	P	S	P
6.13 Maintain Certificates		P		P
7. Technical Support Operating Systems (z/OS and VSE)				
7.0 Provide for OS performance management review including but not limited to parameters such as CPU, memory, and fixed drive utilization.		P		P
7.1 Monitor\Maintain IBM Operating Systems (OS) & sub-systems:		P		P
7.1.1 Perform installation		P		P
7.1.2 Perform OS administration maintenance:		P		P
7.1.2.1 Patches (See PFTs and Patches)		P		P
7.1.2.2 New releases		P		P
7.1.2.3 System and program product libraries (e.g., SYS1, SYS2)		P		P
7.1.2.4 System datasets (e.g., VTOC, page, cat)		P		P
7.1.2.5 System parameters (e.g., PARMLIB, JESPARMS)		P		P
7.1.2.6 PROCLIB datasets in JES2 startup		P		P
7.1.2.7 LOGREC data collection and storage		P		P
7.1.2.8 SYSLOG retention and storage		P		P
7.1.2.9 JES spool management		P		P
7.1.2.10 Problem resolution		P		P
7.1.2.11 Monitor performance		P		P
7.1.2.12 SMF data collection and retention		P		P
7.1.2.13 Resource utilization reporting		P		P
7.1.2.14 Throughput monitoring		P		P
7.1.2.15 Problem resolution (system level)		P		P
7.1.2.16 Problem resolution (application level)	S	P	S	P
7.1.2.17 Providing OS support requirements for device changes		P		P
7.1.2.18 Monitor CPU Utilization	S	P	S	P
7.1.2.19 Monitor I/O performance	S	P	S	P
7.1.2.20 Provide for OS SYSGEN support requirements for device changes		P		P
7.1.2.21 Promote Application programs Gener/OL, COBOL, CICS, SFUGEN)	P	S	P	S
7.1.3 Perform CICS system administration		P		P

Appendix 4 – Roles and Responsibilities

7.1.4	Proactively review of new and existing OS features for possible exploitation		P		P
7.1.5	In no event will a production environment be older than one release and or version than what is considered current and generally available and at no times out of support unless SOV agrees to exception		P		P
7.1.6	Apply OS updates as required with SOV approval.		P		P
8. Database Administration (ADABAS and VSAM)					
8.1	Install database and subsystem software upgrades, fixes, and related database subsystem utilities	S	P		P
8.2	Application Data loading and application table maintenance	P			P
8.3	Configure database and subsystem software and related database subsystem utilities	P	S		P
8.4	Perform testing of new database subsystem releases or upgrades	P			P
8.5	Perform testing of new database releases or upgrades	P			P
8.6	Manage physical structure of database subsystem	P			P
8.7	Manage physical structure of application databases	P			P
8.8	Perform problem determination of database issues	P			P
8.9	Manage database issues to resolution	P	S		P
8.10	Monitor database subsystem capacity and subsystem availability	P			P
8.11	Monitor application database capacity and availability	P			P
8.12	Monitor and tune database subsystem performance	P			P
8.13	Monitor and tune application database performance	P			P
8.14	Audit and repair database corruption	P			P
8.15	Perform proactive database maintenance through trending	P			P
8.16	Maintain data integrity and validity	P			P
8.17	Initial database loadlibs install	S	P		P
8.18	Install database loadlibs maintenance	S	P		P
8.19	Implement database changes for new development	P			P
9. Left blank on purpose					

Appendix 4 – Roles and Responsibilities

10. Application System Administration				
10.1	Manage application software procurement	P		P
10.2	Install application software and software fixes	P		P
10.3	Provide direction / requirements for SOV software installs		P	P
10.4	Install application version upgrades	P		P
10.5	Apply application hot packages	P		P
10.6	Perform periodic system capacity review	S	P	P
10.7	Support development and maintenance activities	P		P
10.8	Monitor and tune application system	P		P
10.9	Perform problem determination of application issues	P		P
10.10	Manage application issues to resolution	P		P
10.11	Create and maintain application printer queue	P		P
10.12	Manage naming conventions (IDs, printers, etc.)	P		P
10.13	Install and manage application-related utilities	P		P
10.14	Provide direction / requirements for SOV utility installs		P	P
10.15	Install and manage legacy application bridges	P		P
10.16	Create and maintain system printer queue (TermID, TDQ, CICS, TSO)		P	P
11. System Problem Management/Change Management/Help Desk				
11.1	State of Vermont Recognized problem:			
11.1.1	Receive and route Level 1 call\iVanti ticket (from end users)	P	P	
11.1.2	Receive and route Level 2 call\email (from SOV IT)		P	P
11.1.3	Request call receipt and routing	P	P	
11.1.4	Report and summarize problem status		P	P
11.1.5	Determine first-call problem resolution	P	P	
11.1.6	Escalate problem		P	P
11.1.7	Ensure Escalation Procedures and Call Lists are maintained.		P	P
11.2	Diagnose problem:			
11.2.1	Gather information for Level 1 call	P	P	
11.2.2	Gather information for Level 2 call		P	P

Appendix 4 – Roles and Responsibilities

11.2.3 Support coordination of diagnostic activity	S	P	S	P
11.2.4 Respond to questions regarding diagnostic activity	P		P	
11.3 Resolve problem:				
11.3.1 Manage problem to resolution	S	P	S	P
11.3.2 Verify resolution with caller		P		P
11.3.3 Conduct prevention analysis		P		P
11.3.4 Provide input on problem prevention	P		P	
11.4 Monitor change management:				
11.4.1 Schedule change	P		P	
11.4.2 Coordinate change schedule	P		P	
11.4.3 Determine go/no-go for change	P		P	
11.4.4 Implement change	S	P	S	P
11.4.5 Conduct back-out/recovery planning	S	P	S	P
11.4.6 Conduct applications back-out/recovery planning	P		P	
11.4.7 Close change	P		P	
12. Vendor Network Management				
12.1 Order and provision network		P		P
12.2 Network monitoring		P		P
12.3 Performance and capacity monitoring		P		P
12.4 Hardware (router, switch, etc.) maintenance, monitoring		P		P
12.5 Firewall management at Partner location		P		P
12.6 Firewall management at SOV location	P		P	
13. Disaster Recovery				
13.1 Conduct business impact analysis:				
13.1.1 Conduct survey		P		P
13.1.2 Classify and prioritize application	P		P	
13.1.3 Develop disaster recovery plan (System)	S	P	S	P
13.1.4 Organize resources	P	P	P	P
13.1.5 Provide list of SOV resources	P		P	
13.1.6 Conduct testing	P	S	P	S
13.1.7 Provide SOV testing procedures	P		P	
13.1.8 Develop recovery procedures		P		P
13.1.9 Develop disaster recovery plan (Application)	P	S	P	S
13.2 Develop data center recovery plan:		P		P

Appendix 4 – Roles and Responsibilities

13.2.1	Organize resources at Vendor	S	P	S	P
13.2.2	Provide list of SOV resources	P		P	
13.2.3	Develop documentation (System)	S	P	S	P
13.2.4	Develop communication procedures	S	P	S	P
13.2.5	Provide communications requirements	P		P	
13.2.6	Organize resources at SOV	P	S	P	S
13.2.7	Develop documentation (Application)	P	S	P	S
13.3	Conduct recovery testing:				
13.3.1	Determine DR testing frequency for each mainframe environment	P		P	
13.3.2	Confirm if requested dates are available		P		P
13.3.3	Assign resource commitments (System)	S	P	S	P
13.3.4	Coordinate vendors		P		P
13.3.5	Execute test (System)	S	P	S	P
13.3.6	Assign resource commitments (Application)	P	S	P	S
13.3.7	Execute test (Application)	P	S	P	S
13.4	Execute recovery plan in actual disaster:				
13.4.1	Load operating system		P		P
13.4.2	Establish communications	S	P	S	P
13.4.3	Provide communication requirements	P		P	
13.4.4	Load backups		P		P
13.4.5	Test applications and connectivity	P		P	
13.4.6	Test systems components		P		P
13.4.7	Activate DR system		P		P
13.4.8	Plan Review		P		P
13.5	DR Communications				
13.5.1	Monitor on ongoing basis that DR asynchronous replication is being performed.		P		P
14. Account Management & Reporting					
14.1	Manage reporting and meeting requirements:				
14.1.1	Define reporting requirements	P		P	
14.1.2	Produce reports (e.g., SLA, utilization by programs)		P		P
14.1.3	Define periodic management meeting requirements	P		P	

Appendix 4 – Roles and Responsibilities

14.1.4	Conduct review meetings to discuss outstanding issues, upcoming projects, and overall performance.		P		P
14.2	Manage billing requirements:				
14.2.1	Identify billing requirements		P		P
14.2.2	Implement procedures to collect non-standard data		P		P
14.2.3	Produce and deliver bill		P		P
14.2.4	Manage support services for billing or service questions.		P		P
15. Migration					
15.1	Perform migration planning:				
15.1.1	Develop plan	S	P	S	P
15.1.2	Develop application testing procedures	P		P	
15.1.3	Execute application tests	P		P	
15.1.4	Validate test results	P		P	
15.1.5	Determine go/no-go for production move	P		P	
15.1.6	Execute production move		P		P
15.2	Install hardware:				
15.2.1	Install CPU		P		P
15.2.2	Install DASD		P		P
15.2.3	Install tape		P		P
15.2.4	Install network equipment		P		P
15.2.5	Install print equipment		P		P
15.3	Network hardware at customer's site (router):				
15.3.1	Install network equipment	P		P	
15.3.2	Install print equipment	P		P	
15.4	Manage tape library relocation:				
15.4.1	Pack and ship tape library to outsourcer		P		P
15.4.2	Inventory and rack tapes		P		P
15.4.3	Create physical tape library for customer's tapes		P		P
15.5	Determine network requirements:				
15.5.1	Order and install VPN Network		P		P
16. Hardware					
16.1	Perform maintenance on scheduled basis, staying no more than 6 months behind any available hardware microcode update.		P		P
17. Software Updates and Upgrades (PTFs, Upgrade and Patches)					

Appendix 4 – Roles and Responsibilities

17.1 Provide support for installation, configuration, and maintenance of all software (e.g., tape management software).		P		P
17.2 Applying Program Temporary Fix (PTFs).		P		P
17.3 Review vendor alerts and hot-fix patches monthly.		P		P
17.4 Notify SOV of available patches within 10 working days.		P		P
17.5 Schedule and apply patches as required.		P		P
17.6 Apply as required with SOV approval.		P		P
17.7 Respond to specific SOV requests, to be applied within one month or immediately if necessary to remedy a material performance availability or security defect/exposure approval.		P		P
17.8 Vendor software patch(es) to test environment within two weeks and into production environment within six weeks of SOV approval.		P		P
17.9 Security alerts and hot-fixes available more than three months will be identified/applied with SOV approval.		P		P
17.10 Proactive review of new and existing software features for possible exploitation.		P		P
17.11 Provide for version level upgrades and new installs.		P		P
17.12 In no event will a production environment be older than one release and or version than what is considered current and generally available and at no times out of support unless SOV agrees to exception.		P		P
17.13 Provide requirements for software upgrades	S	P	S	P
17.14 Provide troubleshooting analysis assistance with software updates	P	S	P	S
17.15 Define software update requirements for changes to CPU, DASD, and tape		P		P
17.16 Perform forecasting as it relates to the need to update software	S	P	S	P
17.17 Implement improvements to software after SOV approval		P		P
17.18 Software update testing - User	P		P	
17.19 Software update testing – System		P		P
18. Extra Amenities				
19.1 Provide use of wireless networks at no additional cost while in the building for laptops or mobile devices etc.		P		P

Appendix 4 – Roles and Responsibilities

19.2 Provide use of workspace/conference room at no additional cost when working on-site		P		P
19.3 Provide use of secured shipping/receiving services at no additional cost, supporting large 18 wheelers, to hold equipment when it is arriving or leaving.		P		P



State of Vermont Bidder Response Form

Request for Proposal Name: Mainframe Outsourcing



State of Vermont Bidder Response Form

Vendor Instructions:

Provide the information requested in this form and submit it to the State of Vermont as part of your Request for Proposal (RFP) response. All answers must be provided within the form unless otherwise specified.

Important: This form must be completed and submitted in response to this RFP for your proposal to be considered valid. The submission must also include the eight (8) additional artifacts requested within this form (denoted by underlined green font).

See the RFP for full instructions for submitting a bid. **Bids must be received by the due date and at the location specified on the cover page of the RFP.**

Direct any questions you have concerning this form or the RFP to:

Roland Ortiz, Technology Procurement Administrator
State of Vermont
Office of Purchasing & Contracting
E-mail Address: **SOV.ThePathForward@vermont.gov**



State of Vermont Bidder Response Form

Part 1: VENDOR PROFILE

1. Complete the table below.

Item	Detail
Company Name:	[insert the name that you do business under]
Physical Address:	[if more than one office – put the address of your head office]
Postal Address:	[e.g. P.O Box address]
Business Website:	[url address]
Type of Entity (Legal Status):	[sole trader/partnership/limited liability company or specify other]
Primary Contact:	[name of the person responsible for communicating with the Buyer]
Title:	[job title or position]
Email Address:	[email]
Phone Number:	[landline]
Fax Number:	[fax]

2. Provide a brief overview of your company including number of years in business, number of employees, nature of business, and description of clients. Identify any parent corporation and/or subsidiaries.
3. Is your organization currently or has it previously provided solutions and/or services to any agency or entity of the Vermont State government? If so, name the State entity, the solution and/or services provided, and the dates.



State of Vermont Bidder Response Form

4. **Provide a Financial Statement* for your company and label it Attachment #1.** A confidentiality statement may be included if this financial information is considered non-public information. This requirement can be filled by:
- A current Dun and Bradstreet Report that includes a financial analysis of the firm;
 - An Annual Report if it contains (at a minimum) a Compiled Income Statement and Balance Sheet verified by a Certified Public Accounting firm; or
 - Tax returns and financial statements including income statements and balance sheets for the most recent 3 years, and any available credit reports.

**Some types of procurements may require bidders to provide additional or specific financial information. Any such additional requirements will be clearly identified and explained within the RFP, and may include supplemental forms in addition to this Bidder Response Form.*

5. Disclose any judgments, pending or expected litigation, or other real potential financial reversals, which might materially affect the viability or stability of your company or indicate below that no such condition is known to exist.
6. Please provide information that communicates your experience and expertise in providing mainframe outsourcing services (e.g., number of customers in public and private sector, years offering mainframe outsourcing services, service differentiators, etc...).
7. Provide a list of three references similar in size and industry (preferably another governmental entity). References shall be clients who have implemented your Solution within the past 48 months.

Reference 1	Detail
Reference Company Name:	[insert the name that you do business under]
Company Address:	[address]
Type of Industry:	[industry type: e.g., government, telecommunications, etc.]
Contact Name:	[if applicable]
Contact Phone Number:	[phone]
Contact Email Address:	[email]
Description of system(s) implemented:	[description]



State of Vermont Bidder Response Form

Date of Implementation:	[date]
Reference 2	Detail
Reference Company Name:	[insert the name that you do business under]
Company Address:	[address]
Type of Industry:	[industry type: e.g., government, telecommunications, etc.]
Contact Name:	[if applicable]
Contact Phone Number:	[phone]
Contact Email Address:	[email]
Description of system(s) implemented:	[description]
Date of Implementation:	[date]

Reference 3	Detail
Reference Company Name:	[insert the name that you do business under]
Company Address:	[address]
Type of Industry:	[industry type: e.g., government, telecommunications, etc.]
Contact Name:	[if applicable]
Contact Phone Number:	[phone]
Contact Email Address:	[email]
Description of system(s) implemented:	[description]



State of Vermont Bidder Response Form

Date of Implementation:

[date]

PART 2: VENDOR PROPOSAL/SOLUTION

1. Provide a description and architectural specification of the technology solution you are proposing considering the scope of services section of the RFP and State of Vermont's current state described in Appendix 1, 2, and 3. Please note that the State is not looking to engage in any significant application refactoring to accommodate mainframe hardware or software changes. Mandatory or elective changes relative to the current state should be justified in the response to this question. The State will look at application refactoring to accommodate changes that require more than 16 hours from the State's Application M&O team, inclusive of requirement and technical design documentation, coding, and smoke testing as significant application refactoring. If the Vendor system/software solution supports multiple customers on the same infrastructure, describe how the State's data is isolated such that other non-State customer users are prevented from accessing the State's data.

2. Provide a high-level description of the following aspects of the solution you are proposing:

A. The standard, default features and functions of the solution:

B. The standard, default software licensing requirements for the solution:

It is required that the vendor will be providing all required IBM software in its pricing proposal.

It is preferred that the vendor provide all required third party software licenses (i.e., non-IBM software). See section 3.3.1 in RFP for more context.

C. The standard performance levels:

- Hours of system availability
- System response time
- Maximum number of concurrent users
- Other relevant performance level information

3. List the total number of installations (i.e. mainframe hosting services) in the last 4 years by the year of installation.
4. Have you implemented similar solution for other government entities? If so, what specific challenges did you face during the implementation?



State of Vermont Bidder Response Form

5. Provide a Road Map that outlines the company's short term and long term goals for the proposed solution/software and label it Attachment #2.
6. Provide a PowerPoint (minimum of 1 slide and maximum of 10 slides) that provides an Executive level summary of your proposal to the State. Label it Attachment #3.
7. Does your proposed solution include any warranties? If so, describe them and provide the warranty periods.
8. Describe any infrastructure, equipment, network or hardware *required* to implement and/or run the solution.
9. What is your recommended way to host this solution?

PART 3: FUNCTIONAL REQUIREMENTS

The table below lists the State's Functional Requirements. Indicate the "Availability" for each requirement for your proposed solution. Use the "Vendor Comments" column to provide any additional information or explanations.

- A** - Feature is available in the core ("out-of-the-box") solution.
- D** - Feature is currently under development (indicate anticipated date of availability in the Vendor comments column).
- C** - Feature is not available in the core solution, but can be provided with customization.
- N** - Feature is not available.



State of Vermont Bidder Response Form

ID #	Functional Requirement Description	Availability	Vendor Comments
1 Operational			
A	Vendor must agree to all specified vendor roles and responsibilities for both AHS\AOT and VDOL mainframe and supported applications listed in Appendix 4.		
2 Data Center			
A	The solution(s) must provide adequate CPU processor specifications (memory, channels to peripherals, OSA connectivity) that meet our SLA requirements and that provides a user experience comparable to the State's current mainframe solutions. See Appendix 1, 2, and 3 for current state details.		
2 Reporting			
A	Provide all mainframe environmental reports, including resource consumption reports, that allow the State to understand the health and performance of mainframe solutions. A list and specification of these reports to be completed with the State during implementation.		
B	For the AHS\AOT mainframe solution, the vendor must provide one or more reports that detail relative mainframe resource consumption for each Agency\Department down to the specific program level (e.g., SNAP, OCS, LTC, etc..).		
C	The vendor shall produce one or more reports that will allow the State to assess vendor SLA performance.		
D	Provide ad hoc reports (e.g., during IRS audit various reports are needed to address specific questions) on an as needed basis as part of base hosting support.		
4 Integrations			



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A	Vendor shall support all existing system interfaces – listed in Appendix 6.		
B	Vendor shall integrate with the State’s issue and service request ticketing systems (currently iVanti) and use it as primary means to track issues and service request with the State.		
C	Vendor shall provide an extensible solution that can integrate into the State’s current and future systems and solutions.		

PART 4: NON- FUNCTIONAL REQUIREMENTS

The tables below list the State’s Non-Functional Requirements. Indicate if your proposed solution complies in the “Comply” column.

Yes = the solution complies with the stated requirement.

No = the solution does not comply with the stated requirement.

N/A = Not applicable to this offering.

Describe how the requirement is met in the “Vendor Description of Compliance” column.

4.1 Hosting



State of Vermont Bidder Response Form

ID #	Non-Functional Requirement Description	Comply	Vendor's Description of Compliance
H1	Any technical solution must be hosted in a data center.		
H2	Any hosting provider must provide for back-up and disaster recovery models and plans as needed for the solution.		
H3	Any hosting provider will abide by ITIL best practices for change requests, incident management, problem management and service desk.		
H4	Service Providers will describe the production support and transition approach and methodology used for transitioning out solutions.		
H5	Service Providers will provide a Transition-Out Plan for approval by the State prior to production support commencement. The Plan will contain transition task descriptions, an organization chart, and job descriptions for all support staff. The State will provide electronic notice if it wishes this transition to be evaluated or enacted.		
H6	Service Providers will incorporate the production support and transition approach into a comprehensive Production Support and Transition-In Plan complying with Solutions architectural design that describes solution and transition support over to the entity responsible for on-going production operations and support.		
H7	Solutions will provide tooling to support the Extract-Transform-Load (ETL) process that involves: Extracting data from data sources. Transforming to fit business needs (which can include quality levels). - Loading into the target data store. - Caching: The ability to cache federation results and various subsets of the source data to improve performance in situations where source data volumes are large; therefore, retrieving all data required for integration directly from the source is not feasible.		
H8	Solutions will support access from multiple channels and devices.		



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H9	The solution provider must support Application-to-Application interfaces/integrations that must be quick and efficient, thus not negatively impacting user experience.		
H10	Service provider will collect performance and capacity metrics (including monitoring alerts or incidents) and will conduct analysis of metrics to identify and remedy any possible capacity issues.		
H11	Once the capacity plan has been approved, changes to the capacity plan will be under the control of the change management process.		
H12	Hosting Service provider will establish workload management practices to distribute the batch workload evenly across system resources and across the daily, weekly, and monthly production schedules, including scheduling of batch jobs, execution of reports, and all other business activity that impacts system performance. This will be detailed within the capacity plan.		
H13	The following capacity management KPIs/metrics will be tracked and reported by the hosting service provider: Total incidents, with cause of capacity, number of emergency changes related to capacity incidents, comparison of capacity forecasts against actual consumption. Service provider will add KPIs to the above list, as requested by the State of Vermont (SOV) in support of the business and continuous improvement.		
H14	System will support concurrent internal and external users as per contract. This will be tested using load testing prior to go-live and periodically after major release as part of the capacity plan.		
H15	Solutions will provide the ability to optimize individual queries and support parallelizing a query to run on multiple CPUs at the same time to increase performance.		



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H16	<p>"If required, the Solution Provider will produce a Capacity Management Plan. The document should include the following</p> <ul style="list-style-type: none">- A description of the scope and objectives of the plan, such as the systems, services, processes, and stakeholders involved.- A summary of the current state of the systems and services, such as their performance, availability, reliability, scalability, and security.- A forecast of the future demand and growth of the systems and services, based on historical data, trends, projections, and business plans.- A gap analysis that identifies the potential risks and issues that may arise from the mismatch between the current and future capacity needs.- A strategy and action plan that defines the actions and resources needed to close the gaps and ensure adequate capacity for the systems and services.- A set of metrics and indicators that will be used to monitor and report on the progress and effectiveness of the plan.- A review and update process that ensures the plan is regularly evaluated and revised to reflect changing needs and circumstances."		
H17	<p>Service Provider will deploy capacity and performance monitoring tools that allow servers, networks, databases, storage, applications, data center infrastructure to scale and shift workloads on-demand without any user perceived interruption.</p>		
H18	<p>Solutions will support indexing technology (multiple types of indexing will be available to tune performance of SQL statement).</p>		



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H19	Solutions will support high performance and scalability, including the following characteristics: High performance for large rule bases (more than 20,000 rules). Ability to share rule sets across multiple engines. Dynamic and static execution versions for performance. Multiple, cross-platform support. Segmented repositories. Pre-built rule paths. Rule pre-fetch to memory. Parallel rule search. Ability to compile rule sequences into base languages, e.g., C++, Java and C.		
H20	The solution must have a monitoring and logging mechanism to track and report the performance metrics and errors.		
H21	The solution must support multiple browsers and devices with different screen sizes and resolutions.		
H22	If necessary and required for the solution, Service provider will specify IP addresses to route to service provider's data center(s), including those that should be routed over the Transaction Link or Management Link, if required.		
H23	The solutions to have comprehensive and flexible data source connectivity tools through adapters. The tools must support a range of source types, including non-solution database and legacy databases, packaged applications, web services, semi-structured and unstructured data, and XML structures. This NFR ensures that the system can access and utilize data from different sources, enabling efficient and effective data processing and management.		
H24	Solutions will provide real-time interfaces to transfer data between solution and existing State of Vermont (SOV) systems, e.g., the Eligibility Rules Engine, SOV Medicaid systems, Case Management systems, Identity Access Management systems, SERFF, HIOS, Federal Data Services Hub, external systems, databases and financial systems.		
H25	SaaS Service Providers will comply with the Multi-tenancy Service Provider Expectations Document and note any Service Provider system support service expectations that are not covered.		



State of Vermont Bidder Response Form

H26	Solutions will define what is the level and complexity of data transformations required to support the information exchange needs between applications		
H27	The solution provider will meet requirements as identified in the corresponding HL7 FHIR Implementation Guides (IG) for Blue Button, PDEX and others as apropos and these Blue Button IGs will be considered the standards needed for 3rd parties to access the data.		
H28	Solutions will support the industry standards for messaging, receiving and sharing data and interfaces relevant to health and human services organizations including, but not limited to: FHIR Version 4.0 and Electronic Data Interchange (EDI) X12 healthcare format. The versioning for these products must be maintained to meet the evolving requirements of the State of Vermont 's (SOV's) CMS and ONC and any other bodies that dictate these standards.		
H29	Solutions will include the following types of transformation: Simple transformations, e.g., data-type conversions, string manipulations and simple calculations. Moderate-complexity transformations, e.g., lookup and replace operations, aggregations, summarizations, deterministic matching and management of slowly changing dimensions. Higher-order transformations, e.g., sophisticated parsing operations on free-form text and rich media. Facilities for developing custom transformations and extending packaged transformations.		
H30	Solutions will have the capability to support the global identification, linking and/or synchronization of client and provider information across heterogeneous data sources through semantic reconciliation of master person index (MPI) data.		
H31	Solutions will support authoring and management of solution data. Solutions will provide a flexible and comprehensive workflow-based capability that can be used to create and maintain workflows supporting solution data maintenance across the multiple source solutions.		



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H32	The software shall support backward compatibility with at least two previous versions of the software, ensuring that users can upgrade without losing any important data or functionality.		
H33	The software shall support easy data migration from the current version to future versions of the software, ensuring that users can upgrade without losing any important data or functionality		
H34	The software shall be able to handle large volumes of data and traffic, and support the scaling of resources to meet the demands of the environment in which it operates.		
H35	Solutions will have the ability to support varying message payloads, ranging from individual transactions to large files (more than 1GB) containing multiple transactions. The SOA solution will be configured to appropriately manage these varying types of message construction and size through a common set of components. Where possible, solutions will error on the side of individual transactions per message to simplify the message management, routing, and database recovery needs.		
H36	Solution will define the requirement for all software to support data integration with other systems		
H37	Solutions running on shared Infrastructure will support reorganization of database/index/configuration online without the need for the solution to shut down.		
H38	Healthcare-related solutions will at a minimum support the following standards, Integrating the Health Enterprise (IHE). Cross-Enterprise Document Sharing (XDS, XDS.b). Cross-Community Access (XCA). Health Level Seven (HL7), Fast Healthcare Interoperability Resources (FHIR), EDI X12N, Digital Imaging and Communications in Medicine (DICOM), Continuity of Care Document (CCD) C32 profile (AHS ONC Direct Project).		
H39	The solution must support all web browser with a market share in the United States of America greater than 3%, as indicated by gs.Statcounter.com		



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H40	The proposed solutions must allow for the migration of information such as case file data, from the State's mainframe system to shared application and database systems to ensure its availability.		
H41	Complete Disaster Recover Testing four times per year including documentation of test results for the VDOL Mainframe solution.		
H42	Complete Disaster Recover Testing annually and providing the State with the test results for the AHS\AOT Mainframe Solution		
H43	Maintain Internet bandwidth to support at least a 95% monthly average utilization of 8 Mbps.		
H44	Maintain redundant VPN network connection with the State's on-premise data center and it's Azure Cloud instance.		

For each requirement listed, indicate if and how you comply or type "N/A" if it is not applicable to your offering.

4.2 Application Solution



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ID #	Non-Functional Requirement Description	Comply	Vendor's Description of Compliance
A1	The solution provider will provide an Availability Plan for the solution. The Availability Plan must include the following: Availability Objectives base on the SLA Availability Architecture - high availability, DR, and data protection Availability Management - Roles and Responsibilities, RACI, specific processes and procedures for reporting, analyzing and resolving incidents, and communication with stakeholders.		
A2	The solution provider will provide Service Continuity Management for the Production Environment following a declared Disaster.		
A3	The solution provider will conduct an implementation readiness review at least ten days prior to production cutover.		
A4	The solution provider will inform the State when it plans to use regular maintenance periods instead of a different time slot allocated for the State-specific Release Management tasks.		
A5	The solution provider will offer Hyper-care support must be provided that includes a stabilization period after go-live and details ongoing support services, including production support, application maintenance, and enhancements.		
A6	As part of Monitoring Services, The solution provider will use information collected by tools to monitor use, performance and availability of the The solution provider Programs and to resolve service requests.		



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A7	In advance of any release or changes the solution provider will produce for the State the following: Change release documentation: that describes the changes made to the solution such as new features, bug fixes, and enhancements. Updated test scripts: instructions or commands that are used to verify the functionality and quality of the solution or system after changes have been made. Training: instructions on how to use the update to the solution will allow the State team to adequately test, verify, and train for support of smooth operation of the State's applications and solutions.		
A8	The solution provider must support hardware and network load balancing technologies for high availability and maintenance.		
A9	The solution must support independent deployment of modules, allowing for more frequent updates and reducing the risk of system-wide downtime during maintenance.		
A10	The solution must support monitoring and logging of system events and errors to facilitate root cause analysis and troubleshooting.		
A11	The solution must support automated analysis tools for identifying and reporting on issues such as code quality, security vulnerabilities, and performance bottlenecks.		
A12	The solution must support the addition of new functionality, modules, and components without requiring extensive modifications to the existing system		
A13	The solution must support the modification of existing functionality, modules, and components without introducing unintended consequences or side effects.		
A14	The solution must support version control and rollback capabilities to facilitate quick and easy reversions in case of errors or issues with new updates.		
A15	The solution must support automated testing, with clear and well-defined test cases and test data.		



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A16	The solution must support the use of testing and simulation tools to facilitate unit testing, integration testing, and performance testing.		
A17	The solution architecture will allow for transaction tracking and review throughout the system for auditing, error diagnosis, and performance management purposes.		
A18	The Implementation Plan will include information on technical challenges, deployment schedule phasing. The Implementation Plan will deliver solutions that include a significant portion of the technical infrastructure and application early in the schedule, without compromising the quality or inherent security of the solution. This will also validate the design and architecture and expose technically challenging areas of the project as soon as possible. Deliver customized functionality to the State in incremental pieces that are in logical business application sequence.		
A19	Solutions Providers will provide version control management capability. All changes to Solutions will be reported and approved by the State, and will be maintained in the Solutions Provider's version control management solution, which will be available to the State for review and audit.		
A20	Solutions will include a workflow tool to support the records management process.		
A21	Solutions will support reporting requirements either natively or integrate with other reporting tools to provide reporting.		
A22	Solutions will provide access to standardized reporting, ad hoc queries, and data visualization.		
A23	The application should be able to associate effective dates with every program and rule in the rules engine, allowing for efficient tracking and management of changes to the system over time		



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A24	The solution should support table-driven variables instead of hardcoded values, enabling users with appropriate role-based permissions to add, delete, update, or view values and rows. The system must be able to immediately access these values based on the effective date ranges of the modified or added records.		
A25	Solutions will provide support for web content management solution that is robust, scalable, and provides workflow management.		
A26	The solution should be designed to provide secure, scalable, and accessible storage and retrieval of policy and procedures documents, allowing users to quickly and easily find and access the information they need. The application should have robust search capabilities, support version control, and enable collaboration among multiple stakeholders.		
A27	Solutions will provide the capability to access the output of the document management system over the Internet and/or Intranet web sites via web services.		
A28	Solutions will provide time-based content expiration and version management capabilities.		
A29	Solutions will provide support for full text search.		
A30	The solution will support dynamic rule change, enabling users to modify rules on the fly without requiring system downtime. The solution should also separate rules from the engine, making it easier to update rules without affecting the underlying engine.		
A31	The solution must support multiple languages, currencies, time zones, and regional settings for different markets and users.		
A32	The solution must learn from the feedback and data collected from the customers and users by analyzing, interpreting, reporting, etc. them.		
A33	The solution must support multiple versions of the service for different customer segments or scenarios by using version control systems and techniques.		



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A34	The solution must provide transparency and accountability for the service by documenting and reporting the activities, outcomes, decisions, etc. of the service.		
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For each requirement listed, indicate if and how you comply or type “N/A” if it is not applicable to your offering.



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4.3 Security

As a solution vendor, you must have documented and implemented security practices for the following and have a process to audit/monitor for adherence. Indicate “Yes” or “No” in the “Comply” column or “N/A” if the requirement is not applicable to this offering. Use the “Vendor Description of Applicable Security Processes” column to describe how you meet the requirement and the “Audit/Monitor” column to indicate how you monitor for compliance.



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ID #	Non-Functional Requirement Description	Comply	Vendor's Description of Applicable Security Processes	Audit/Monitor Process
S1	The Contractor must collaborate with the State to provide a Risk Management Plan (RMP), for all phases of the overall system implementation and operations project, that at a minimum, complies with industry project management standards, includes a Comprehensive Risk Assessment and Risk Mitigation Plan			
S2	The Contractor must ensure the system(s) is compliant upon Operational Go-Live and remains compliant with applicable State and Federal regulations and standards contained in National Institute of Standards and Technology (NIST) Publication 800-53 current revision and the current version of IRS Pub 1075, proven through independent third-party production security controls assessment. This assessment must be conducted at a minimum annually, at no cost to the State and by a State-approved third party that maintains no financial or controlling relationship with The Contractor. The Contractor must be responsible for modifications to remain compliant, including compensating controls to mitigate gaps. Additionally, the Contractor must generate documented assessment results and produce corrective action plans for any deficiencies identified as well as be responsible for modifications to remain compliant based on the terms and conditions of the Contract.			
S3	The Contractor must review and update the risk management plan, risk assessment, and risk mitigation plan, at a minimum on an annual basis, in coordination with AHS and the assigned ADS Security Analyst.			



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S4	The Contractor must collaborate with the State to provide a System Security Plan (SSP) that, at a minimum, documents the State's plan to comply with State and Federal Security and Privacy rules. The State must approve the SSP and all associated artifacts, and must conduct audits/evaluations of the Plan established by The Contractor at least annually.			
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S5	<p>The Contractor must ensure the System Security Plan enables the following processes and/or data collection activities to occur:</p> <ul style="list-style-type: none">a) Development and submission of a Statement on Standards for Attestation Engagements (SSAE) 18, Service Organization Control (SOC) 2 Type II Compliance Report from hosting provider(s)b) Development and maintenance of organizational information security policiesc) Privacy Impact Analysis that identifies the data elements of the system that expose Vermont beneficiaries to potential privacy threats and the system controls in place to mitigate private data disclosure risksd) A security event notification process, event evaluation and escalation procedures, and security event response procedurese) A complete network diagram showing servers, printers, workstations, firewalls, intrusion prevention systems, network security device internet connections, and any other network connected devicef) Documented firewall security standards and diagrams showing sufficient detail of data flows in and out of security boundaries; including items such as VPNs, subnets, ports and protocolsg) A detailed plan for system log collection and monitoringh) An antivirus deployment/maintenance plani) A software maintenance plan, including operation systems and third-party software updatesj) An agreement that criminal background checks must be completed and passed by all employees prior to being allowed access to State datak) Procedures to limit access to information to those individuals who need such information for the performance of their job functions and ensuring that those individuals have access to only the information that is the minimum necessary for the performance of their job functions			
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<p>l) A description of how physical safety of data under its control must be protected using appropriate devices and methods, including alarm systems, locked files, guards, or other devices expected to prevent loss or unauthorized access to data</p> <p>m) A description of the steps taken to prevent unauthorized use of passwords, access logs, badges, or other methods designed to prevent loss of, or unauthorized access to, electronically or mechanically held data</p> <p>n) An agreement to comply with Health Insurance Portability and Accountability Act, (HIPAA) Privacy Rules (Federal regulations) as a Business Associate of the State.</p>			
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S6	<p>The Contractor must ensure that the System Security Plan complies with State and Federal laws, rules, regulations, standards, and guidelines to include the following:</p> <ul style="list-style-type: none">a) NIST Publication 800-53, current revisionb) IRS Pub 1075, current revisionc) Federal Information Processing Standard (FIPS) 200d) The American Recovery and Reinvestment Act (ARRA)e) Title XIX of the Social Security Actf) Title II, Subtitle F, Sections 261 through 264 of the HIPAA, Pub. L. 104 191g) Health Insurance Portability and Accountability Act of 1996 (HIPAA)h) Federal Identity, Credential, and Access Management (FICAM) Roadmap and Implementation Guidelinesi) Health Information Technology for Economic and Clinical health Act (HITECH) of 2009j) Federal Information Security Management Act (FISMA) of 2002k) Safeguards for Protecting Federal Tax Returns and Return Information (26 U.S.C. § and related provisions)l) Social Security Administration (SSA) Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information With the Social Security Administration			
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S7	The Contractor must ensure the system(s) maintains compliance with current and future security, privacy, accessibility, and certification laws (State and Federal), regulations, policies, and guidelines relevant to system security, confidentiality, integrity, availability, and safeguarding of information, where any of these overlap, The Contractor must ensure that the system(s) must always strive to attain the more stringent policy. Contractor retains responsibility for all modifications to the system(s) to maintain compliance according to the terms and conditions of the resulting Contract.			
S8	The Contractor must ensure the confidentiality, integrity, and availability of all regulatory data. Further, The Contractor must ensure the system supports integrity controls to guarantee that transmitted regulatory data is not improperly modified without detection. Any successful or unsuccessful attempts of modification of regulatory data must be reported to the State as part of a monthly summary report.			
S9	The Contractor must notify the State within 30 minutes of their confirmation of an unauthorized attempt at modification of regulatory data. Upon discovery, the Contractor must validate the discovery within 14 business days.			
S10	The Contractor must implement policies and procedures for guarding, monitoring, and detecting malicious software (e.g., viruses, worms, malicious code), implement controls based on trends, and report all discoveries to the State monthly.			
S11	The Contractor must notify the State within 30 minutes of their confirmation of a malicious software attempt.			
S12	The Contractor must notify the State within 30 minutes of their confirmation of an abnormal data behavior. The Contractor and the State must mutually define abnormal data behavior.			



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S13	The Contractor must propose, for State approval, and implement system controls to ensure system security during software program changes and promotion in any environment that contains regulatory data. The Contractor must report any successful security breaches during the software change or promotion.			
S14	The Contractor must ensure that all applications are protected against unauthorized access per State and Federal guidelines. Additionally, all transmission lines and communications services and linkages between the data and each information system must always be secure from unauthorized access between each system, and the network. All attempts of unauthorized access must be reported to the State in a monthly summary report.			
S15	The Contractor must notify the State within 30 minutes of their confirmation of a successful unauthorized access request. The Contractor must validate the discovery within 14 business days.			
S16	The Contractor must monitor and provide State-approved metrics and reporting on system security, privacy, confidentiality, accessibility, and integrity on a monthly basis.			
S17	The Contractor must notify the State within 30 minutes of their confirmation of a successful breach of system security. The Contractor must validate the discovery within 14 business days.			
S18	The Contractor must maintain a Security Breach Response Team available 24 hours a day, 7 days a week and within 5 minutes of notification of an incident to respond to security violations and breaches (physical and electronic). This includes communications to a defined list of personnel at the State tied to the State's Continuity of Operations/Disaster Recovery (COOP/DR). State staff must be informed of response plan, including specific steps and time frames for resolution.			



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S19	The Contractor must initiate communications with State staff during a security incident that must be hourly and progressive.			
S20	The Contractor must collaborate with the State to define a comprehensive process for managing the Access Reporting component of the System Security Plan that applies to granting, monitoring, tracking, and storage of all user access. This plan must be maintained on an annual basis.			
S21	The Contractor must provide a State-approved, 508 compliant user-centered designed and intuitive interface for Security Administrators to grant, track, manage, and revoke access for individuals. System must also provide auditing capabilities for approved audit resources.			
S22	The Contractor must conduct a review of all access rights and update access rights quarterly or upon request of the State. Contractor must create a report listing all review activities and actions. All such documentation must be maintained a minimum of 10 years per regulatory retention requirements.			
S23	The Contractor must monitor and enforce all access criteria in accordance with State security access and management policies and provide a flexible security management solution capable of maintaining compliance with future State security access and management policies.			
S24	The solution will ensure secure network infrastructure that is self-contained and in its own security perimeter. In securing these perimeters, the Contractor will enforce the use of current and supported International Computer Security Association (ICSA) compliant firewalls, and/or similarly robust perimeter solutions provided through IaaS and PaaS cloud offerings.			
S25	The Contractor must ensure all systems undergo Industry Standard security testing (e.g., penetration, physical security, web application, social engineering, and vulnerability tests) minimally on an annual basis, as mutually agreed upon between the Contractor and the State when there has been a significant infrastructure change, or			



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	resulting from Federal requirements. This security testing must be conducted at no cost to the State and by a State-approved third party that maintains no financial or controlling relationship with The Contractor. Additionally, The Contractor must provide documented testing results and generate corrective action plans for any deficiencies identified as well as be responsible for modifications to remain compliant based on the terms and conditions of the Contract.			
S26	The Contractor must maintain system and access log files for relevant systems and make them available to the State in accordance with mutually agreed upon auditing and security activities. These log files must contain a complete accounting of all activity for a given system. Contractor must provide State-authorized Stakeholders access to all logs and provide the ability to perform ad hoc reporting.			
S27	The Contractor must design and execute security testing to prevent unauthorized access to the system (intrusion detection and vulnerability testing) on a quarterly basis and provide a report of all findings to the State within 10 business days. Any issues identified and reported to the State are to be resolved according to their respective SLA.			
S28	The Contractor must ensure all data is restricted to the United States.			
S29	The Contractor must ensure all levels of security, within the enterprise system(s) applications are in alignment with State policy, Federal guidance, and procedures.			
S30	The Contractor must provide a Data Classification Schema based on the current version of National Institute of Standards and Technology (NIST)Special Publication 800-53 data classification categories. The Contractor must also provide an Access Privilege Scheme to limit users' access based upon the defined data classification categories.			
S31	The Contractor must establish, enforce, document, communicate, and seek State approval of responsibilities,			



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	processes, and procedures for all usage types, in accordance with State and Federal standards and laws.			
S32	The Contractor must ensure system capabilities include NIST compliant role-based access control (e.g., add, update, read, delete) and how roles should be available in the system. Contractor must provide tools for identified State staff to define various roles.			
S33	The solution must ensure complete segregation of State data from other Contractor customers to prevent the access of State data from unauthorized parties. All access requests must be approved by designated State staff. The solution must comply with all court ordered or warranted requests for data access.			
S34	The solution must provide Internet security functionality to include the use of firewalls, intrusion detection/intrusion prevention (IDS/IPS), https, encrypted network/transport layer security (TLS), and security provisioning protocols such as transport layer security, and Internet protocol security (IPSEC), as well as provide data loss prevention tools (DLP) and use supported certificates.			
S35	The solution must implement and maintain a secure environment for both online and batch access to State data using a fully functional and documented security software package for all environments. This secure environment must include web application testing protocols, the use of code review software and secure file transfer meeting FIPS 140-2 standards, or FIPS 140 standards as adopted by NIST, and enabling all reporting of testing and review activities available to the State.			
S36	The solution must encrypt data at rest, at transfer, and backed-up data per FIPS 140-2 Standards (FIPS 140-3 after September 21, 2026).			
S37	The solution must provide three types of controls to maintain data integrity: a) Preventive Controls: Controls designed to prevent errors and unauthorized events from occurring			



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	<p>b) Detective Controls: Controls designed to identify errors and unauthorized transactions which have occurred in the system</p> <p>c) Corrective Controls: Controls to ensure that the problems identified by the detective controls are corrected.</p> <p>These controls must be in place at all appropriate points of processing to comply with the current version of NIST standards. Should the solution not meet these standards, compensating controls, approved by the State, must be implemented.</p>			
S38	<p>The solution must contain a data definition for the Designated Record Set (DRS) that allows it to be included in responses to inquiries and report requests, as well as:</p> <p>a) Provide the ability to respond to an authorized request to provide a report containing the DRS for a given individual</p> <p>b) Ensure the system provides the capability to identify and note amendments to the DRS for a given individual</p> <p>c) All such documentation must be maintained a minimum of ten years in alignment with federal retention requirements.</p>			
S39	<p>The solution must:</p> <p>a) verify the identity of all users and denies access to invalid users</p> <p>b) support a user security profile that controls user access rights to data categories and system functions</p> <p>c) maintain a list of users and their security profiles, including updating security files with State-approved additions of new staff and changes to existing security profiles and staff terminations</p> <p>d) provide multi-factor authentication (MFA) that is scalable and aligns with Federal guidelines</p> <p>e) Initially grant users accounts with no access rights and build each user's security rights profile based on user role and approved security access.</p>			



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S40	The Contractor must designate a full-time Compliance and Security officer to ensure and maintain compliance with federal standards.			
S41	The Contractor must provide, test, update, maintain, and submit, for State review and approval, Business Continuity (BC)/Disaster Recovery (DR) and Cyber Incident Response (CIR) Plans that are aligned to NIST CP-2 and IR-8, current version of NIST-800-53, NIST 800-34; and meet all Federal and State standards, on an annual basis or more frequently as directed by the State, such as after a major system change that materially affects the BC/DR and CIR Plans.			
S42	The Contractor must perform annual (including pre-go-live) Business Continuity (BC)/Disaster Recovery (DR) and Cyber Incident Response (CIR) exercises. Exercises must include activities selected from the BC/DR and CIR Plans to verify the viability of each BC/DR and CIR Plan in accordance with NIST CP-4 and IR-8 standards. Exercises must also be performed after major system changes as required by the State. The Contractor must document all testing activities and report to the State instances where appropriately trained personnel were unable to complete the necessary recovery procedures. The Contractor must adjust contingency and training plans to correct the identified plan deficiencies and present updates to the State for approval.			
S43	The Contractor must provide annual test reports to the State within 10 business days of exercise, Business Continuity (BC)/Disaster Recovery (DR) and Cyber Incident Response (CIR) Plan reports within one business day of incident, and BC/DR and CIR Plan updates within one business day of identified deficiency.			
S44	The Contractor must evaluate systems and business processes in collaboration with the State for criticality and necessity to determine appropriate return to operations time frames during development of both the initial and ongoing			



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	Business Continuity (BC)/Disaster Recovery (DR) and Cyber Incident Response (CIR) Plans			
S45	In coordination with the State, the Contractor must provide training to Contractor staff and State identified Stakeholders on the execution of the Business Continuity (BC)/Disaster Recovery (DR) and Cyber Incident Response (CIR) Plans a minimum of 20 business days prior to implementation of The Contractor's module components, with the implementation of major changes, and annually thereafter or more frequently as directed by the State.			
S46	The Contractor must review any new applicable Contractor provided business processes, including systems and operations under the scope of Subcontractors, for impact on mission critical functionality and update Business Continuity (BC)/Disaster Recovery (DR) and Cyber Incident Response (CIR) Plans prior to new business process implementation that are essential for Vermont to maintain mission critical functionality and key personnel to be contacted at the time of an event.			
S47	The Contractor must update key personnel contact information as it relates to the Business Continuity (BC)/Disaster Recovery (DR) and Cyber Incident Response (CIR) Plans immediately upon change.			
S48	The Contractor must ensure the Business Continuity (BC)/Disaster Recovery (DR) and Cyber Incident Response (CIR) Plans: a) provide a framework for reconstructing vital operations to ensure the safety of employees b) provide for the resumption of time sensitive operations and services in the event of an emergency c) provide for initial and ongoing notification procedures d) comply with the current version of NIST 800-61			
S49	The Contractor must ensure the Business Continuity (BC)/Disaster Recovery (DR) and Cyber Incident Response (CIR) Plans operational and system functions, including systems and operations under the scope of			



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	Subcontractors, must adhere to NIST. These functions may not and cannot be performed and/or stored outside of the United States.			
S50	The Contractor must provide an up to date copy of the Business Continuity (BC)/Disaster Recovery (DR) and Cyber Incident Response (CIR) Plans in a secure, highly accessible, centralized online location and at an offsite location approved by the State.			
S51	The Contractor must implement a State-approved alert process to handle system related issues, including notifying State identified contacts in accordance with the Business Continuity (BC)/Disaster Recovery (DR) and Cyber Incident Response (CIR) Plans.			
S52	The Contractor must provide for backup capabilities at a geographically separate remote site(s) from The Contractor's primary site(s) in accordance with the standards set forth in the Business Continuity (BC)/Disaster Recovery (DR) and Cyber Incident Response (CIR) Plans. System and data back-up and recovery points must be mutually agreed upon between the Contractor and the State.			
S53	The Contractor must provide a back-up and recovery/failover system(s) in compliance with State and Federal rules and regulations to ensure full back-up.			
S54	The Contractor must support an enterprise wide, evolving approach to disaster recovery and continuity of operations needs as the Vermont Medicaid Enterprise transforms. The solution must allow for various types of backups (as designated and approved by the State), in accordance with the approved Business Continuity (BC)/Disaster Recovery (DR) Plan and the criticality and necessity of systems, to eliminate data loss and minimize disruptions to Stakeholders.			
S55	The Contractor must ensure that personnel who are responsible for systems recovery and cyber incident response are trained in accordance with NIST Publication 800-53 current revision and tested in their ability to			



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	execute the contingency and incident response procedures to which they are assigned.			
S56	Contractor employees who handle regulated data are required to complete a data privacy awareness training course. The course instructs employees on the definitions of data privacy and personal data, recognizing risks relating to personal data, understanding their responsibilities for data, and reporting any suspected privacy violations. Employees handling data are also required to complete training in corporate ethics. Additionally, employees involved in development of custom code are required to attend secure coding training.			
S57	Servers will have operating systems hardened by eliminating unnecessary system services, accounts, network services, limited user access rights throughout the environments.			
S58	Data Masking is designed to obscure specific data elements and will be used in non-production databases, by replacing actual, regulated data with false, simulated data.			
S59	Contractor will log security-related activities on operating systems, applications, databases, and network devices. Systems are configured to log access to the Environment or Hosting Service Provider Programs, as well as system alerts, console messages, and system errors. The Contractor implements controls to protect against operational problems, including log file media becoming exhausted, failing to record events, and/or logs being overwritten. Security-related log entries will capture the following information: date, time, time zone, user account name and/or IP address, original value, location of change (hostname, filename, table name), new value (other than password).			
S60	Self-registered users of applications will have identities verified per NIST SP 800-63-3			
S61	Contractor will review and certify that the code and any new development meets or exceeds the OWASP Application Development Security Standards outlined on			



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	the www.OWASP.org site and document in writing that they have been met.			
S62	Deployment environments will be configured with the same security and compliance standards whether production or non-production.			
S63	Information assets will have an owner who is responsible for the protection and inventory of assets based on the sensitivity and value of information. If ownership has not been assigned, it will default to the administrators of the application or system. This includes maintenance and operations guides and other documents describing the environments.			
S64	Solutions will use Single Sign On (SSO) components for authentication and authorization.			
S65	Compliance with FNS Handbook 901 System Security Requirements			

For each requirement listed, indicate if and how you comply or type “N/A” if it is not applicable to your offering.



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4.4 FNS Compliance Requirements

ID #	Non-Functional Requirement Description	Comply	Vendor's Description of Applicable Compliance Processes	Audit/Monitor Process
FNS 1	Compliance with FNS Handbook 901 applicable Requirements			
2	Compliance with Title 7 CFR Parts 271 through 283			

For each requirement listed, indicate if and how you comply or type “N/A” if it is not applicable to your offering.



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4.5 Testing Requirements

ID #	Non-Functional Requirement Description	Comply	Vendor's Description of Applicable Test Management Processes	Audit/Monitor Process
T 1	Compliance with ISO/IEC/IEEE 29119:1 Standards			
T 2	Compliance with ISO/IEC/IEEE 29119:2 Standards			
T 3	Compliance with ISO/IEC/IEEE 29119:3 Standards			
T 4	Compliance with FNS Handbook 901 Test Planning Requirements			
T5	Compliance with CMS Testing Guidance Framework Requirements			
T6	Compliance with IEEE 1012-2016			

For each requirement listed, indicate if and how you comply or type "N/A" if it is not applicable to your offering.

4.6 Other Non-Functional Requirements

For each requirement listed, indicate if and how you comply or type "N/A" if it is not applicable to your offering.



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ID #	Non-Functional Requirement Description	Comply	Vendor's Description of Compliance
O1	Offer a variable (consumptive) pricing model schedule that allow the State to reduce costs when it can reduce the mainframe resources it consumes (e.g., MIPS consumed, storage consumed, etc.). In vendor's description of compliance describe what the pricing schedule might look like include any options that the State can consider.		
O2	Provides customer portal for easy access to reports, billing and support ticketing		
O3	Free use of wireless while in the building for laptops or mobile devices etc.		
O4	Free use of workspace/conference room when working on-site		
O5	Free use of secured shipping/receiving services to hold equipment when it is arriving or leaving. Support of large truck and 18 wheelers for palletized equipment		
O6	Solution implementation must be completed and approved by the State and its Federal partners (e.g., IRS) by 12/31/24.		
O7	Support the State with all required audits (e.g., CMS, FNS, IRS, SSA, etc..) of our operations and execution environments including the support of onsite data center inspections, answering auditor questions, demonstrating operations or application functionality either on site or remotely, and working to remediate any audit findings.		

4.7 Data Compliance

Vendors and their solutions must adhere to applicable State and Federal standards, policies, and laws based on the type of data that will be stored, accessed, transmitted and/or controlled by the solution. If the "Type of Data" column is checked below, respond "Yes" or "No" in the "Comply" column and provide an explanation on how you comply in the "Vendor's Description of Compliance" column.

Type of Data	Applicable State & Federal Standards, Policies, and Laws	Comply	Vendor's Description of Compliance
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<input checked="" type="checkbox"/> Publicly available information	<ul style="list-style-type: none"> ▪ NIST 800-171 		
<input checked="" type="checkbox"/> Confidential Personally Identifiable Information (PII)	<ul style="list-style-type: none"> ▪ State law on Notification of Security Breaches ▪ State Law on Social Security Number Protection ▪ State law on the Protection of Personal Information ▪ National Institute of Standards & Technology: NIST SP 800-53 current revision, Security and Privacy Controls for Information Systems and Organizations ▪ Privacy Act of 1974, 5 U.S.C. 552a. 		
<input type="checkbox"/> Payment Card Information	<ul style="list-style-type: none"> ▪ Payment Card Industry Data Security Standard (PCI DSS) v 3.2 		
<input checked="" type="checkbox"/> Personal Health Information (PHI)	<ul style="list-style-type: none"> ▪ Health Insurance Portability and Accountability Act of 1996: HIPAA ▪ The Health Information Technology for Economic and Clinical Health Act HITECH ▪ Code of Federal Regulations 45 CFR 95.621 		
<input checked="" type="checkbox"/> Federal Tax Information (FTI)	<ul style="list-style-type: none"> ▪ Internal Revenue Service Tax Information Security Guidelines for Federal, State and Local Agencies IRS Pub 1075 		
<input checked="" type="checkbox"/> Social Security Administration (SSA)	<ul style="list-style-type: none"> ▪ Social Security Administration (SSA) Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information With the Social Security Administration https://www.ssa.gov/dataexchange/security.html 		



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Type of Data	Applicable State & Federal Standards, Policies, and Laws	Comply	Vendor's Description of Compliance
<input type="checkbox"/> Affordable Care Act Personally Identifiable Information (PII)	<ul style="list-style-type: none">Minimum Acceptable Risk Standards for Exchanges MARS-E 2.0 (Scroll down the page)		
<input checked="" type="checkbox"/> Medicaid Information	<ul style="list-style-type: none">Medicaid Information Technology Architecture MITA3.0Code of Federal Regulations 45 CFR 95.621		
<input checked="" type="checkbox"/> Prescription Information	<ul style="list-style-type: none">State law on the Confidentiality of Prescription Information		
<input type="checkbox"/> Student Education Data	<ul style="list-style-type: none">Family Educational Rights and Privacy Act: FERPA		
Personal Information from Motor Vehicle Records	<ul style="list-style-type: none">Driver's Privacy Protection Act (Title XXX) ("DPPA") 18 U.S.C. Chapter 123, §§ 2721 – 2725		
<input type="checkbox"/> Criminal Records	<ul style="list-style-type: none">Criminal Justice Information Security Policy: CJIS		

4.6 State of Vermont Cybersecurity Standard Update 2023-01

Vendor shall certify by checking the box below the Solution shall not include, incorporate, rely on, utilize or be supported by any products or services subject to the limitations provided under State of Vermont Cybersecurity Standard Update 2023-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

☐ Contractor hereby certifies that in connection with the Request for Proposal, **none** of the applicable products or services will be included in or used to support State systems in a manner prohibited under the Standard.



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PART 5: IMPLEMENTATION/PROJECT MANAGEMENT APPROACH

1. Describe the approach you would recommend for project managing this engagement.
2. Provide a list of the standard project management deliverables that you would normally produce for this type of engagement.
3. **Provide a proposed list of project phases, major milestones, and an implementation time-line. Label this Attachment #4.**
4. What types of difficulties have other clients experienced with implementation of the proposed solution?
5. Describe the experience and qualifications of the Project Manager you would offer as the resource for this engagement. **Provide a copy of their resume and label it Attachment #5.**



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PART 6: TECHNICAL SERVICES

1. Describe the technical services included in your proposal (e.g., business analysis, configuration, testing, implementation, etc.).
2. Provide a list of the standard deliverables for the technical services described above.
3. Provide a description of the roles/services/tasks the State will be expected to cover as part of this engagement considering the content in Appendix 4. Describe any additional roles/services/tasks that are optional, but would be beneficial for the State to provide.
4. Describe your typical conversion plan to convert data from existing systems to your proposed solution (if applicable).
5. Describe and attach your typical Implementation Plan (label it Attachment #6), which shall include planning for the transition to maintenance and operations.
6. Describe the experience and qualifications of the technical resources proposed for this engagement. Provide their resume(s) and label them Attachment #7.
7. Describe the training that is included in your proposal.
8. Describe the system, administrator, and/or user documentation that is included in your proposal.



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PART 7: MAINTENANCE AND SUPPORT SERVICES

1. Provide answers to the questions below regarding your company's Maintenance and Support Services:

Questions	Vendor Response
Service: Customer Phone &/or Email Support	
What is the method for contacting technical support?	
What are the hours of operation for support?	
What is the turnaround time for responses?	
What is the escalation process for support issues?	
Who comprises the support team and what are their qualifications?	
Define your response resolution metrics and how you capture and report them.	
Service: Incident/Security Breach Notification and Process	
Describe your identification and notification process for security breaches.	
Service: Data Management	
Describe how data is stored, retained and backed-up (including frequency).	
Service: Hosting	
Describe the hosting service and associated service levels.	



State of Vermont Bidder Response Form

Questions	Vendor Response
Service: Scheduled Maintenance/Downtime	
What is the frequency of scheduled maintenance and downtime?	
What is the notification process for scheduled maintenance and downtime?	
Describe how “maintenance” updates are tested with customers prior to installing them in their live environments.	
Service: System Upgrades	
Are software upgrades provided as part of the software support contract?	
Describe your software upgrade process.	
How often are new versions released?	
Is documentation and training provided for system upgrades?	
Are there additional costs for upgrades and/or new releases?	
Describe how and when the State will have an opportunity to test system upgrades/releases prior to live installation.	
Describe how the State will validate post installation and how changes will be backed out in the event that a problem is encountered.	



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Questions	Vendor Response
Service: Bug Fixes and Minor Enhancements	
Describe the frequency and process for providing, testing, and installing bug fixes and minor enhancements.	
Service: Disaster Recovery	
Describe the disaster recovery services included in this proposal for any non-state hosted services.	
What is your standard RPO and RTO?	
Describe the plan your company has in place for its own disaster recovery of any sites that may be involved in support of this proposal.	

2. The State's minimum Service Level Agreements (SLAs) for the Solution are documented in the table below. Confirm if you will be able to meet the SLAs, and if not, provide a detailed explanation.

Service Area	Minimum SLA	Vendor Response
System Availability	<ul style="list-style-type: none">The acceptable amount of availability per month is 99.90% for the production environments during business hours and 99.00% outside business hours.The acceptable availability per month for non-production environments are 99.90% during business hours and 99.00% outside business hours.	
Disaster Recovery: Recovery Time Objective (RTO) and Recovery Point Objective (RPO)	Production environments: <ul style="list-style-type: none">RTO = 2 hoursRPO = 30 Minutes All non-production environments: <ul style="list-style-type: none">RTO = 48 hours	



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	<ul style="list-style-type: none"> RPO = 48 hours 	
Plan of Action and Milestones (POA&M) Remediation Service Level Agreement	<p>Contractor will provide a POA&M to the State each quarter which will document the state of current open remediation tasks and historic closed remediations for a period of up to 15 months. Remediate the severity of risk as follows unless as otherwise agreed to by both parties:</p> <ul style="list-style-type: none"> Critical ranked risks – shall not exceed more than 15 days in Remediation Status (period of time from the end of the Commencement Phase to Remediation Date). High ranked risks – shall not exceed more than 30 days in Remediation Status (period of time from the end of the Commencement Phase to Remediation Date). Moderate ranked risks – shall not exceed more than 90 days in Remediation Status (period of time from the end of the Commencement Phase to Remediation Date). Low ranked risk – shall not exceed more than 365 days in Remediation Status (period of time from the end of the Commencement Phase to Remediation Date). 	
Incident Notification and Restoration	<p>Severity Level 1* Incidents:</p> <ul style="list-style-type: none"> Restoration Start Time: Within 30 minutes Restoration Time: Within 4 hours Initial Notification: Within 30 minutes of identification Status Update Notifications: Every 1 hours Post 24-hour Status Update Notifications: Daily at the end of each business day <p>Severity Level 2** Incidents:</p> <ul style="list-style-type: none"> Restoration Start Time: Within 60 minutes Restoration Time: Within 24 hours Initial Notification: Within 60 minutes of identification Status Update Notifications: Every 1 hours Post 24-hour Status Update Notifications: Daily at the end of each business day 	



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Root Cause Analysis/Debrief	<ul style="list-style-type: none">Contractor shall follow the CMS Guidance for Performing Root Cause Analysis with Performance Improvement Projects documentation which can be found at: https://www.cms.gov/medicare/provider-enrollment-and-certification/qapi/downloads/guidanceforrca.pdf.Root Cause Debrief document must be uploaded to “knowledge repository” within five business days of incident closure.Root Cause Analysis status must be uploaded to the “knowledge repository” within twenty (20) business days of incident closure.	
Helpdesk Response Success Rate	<ul style="list-style-type: none">At least a 90% success rate in completion of service requests for: RACF ID, Adding Disk space, Request for log outputs, T-MON output, Event Data Captures, and ad hoc Reports (as defined by business)	

* “Severity Level 1” means production system down or a complete loss of service, the customer’s business operations are halted, or a critical system failure that impacts the entire user community and no workaround is possible. Ex. Inability for all users to login to a production environment, confirmed security breach, or day 0 virus/worm that results in a complete loss of service, critical services are mostly unavailable or not accessible to the majority of State operations, affecting a majority group or groups of people performing a critical business function.

***“Severity Level 2” means service is degraded, resulting in a loss of major functions for a substantial portion of the customer’s user community. The customer’s business operations are severely limited though the customer may do some work. A workaround may be possible but is determined not feasible. Ex. Inability to access a production or non-production environment, Incidents having labor intensive workarounds and inefficient for the State, affects one or more groups of people performing a critical business function

- Describe any other services not mentioned in the above list that are included in your standard Service Level Agreement (SLA) and **include a copy of your SLA with your response to this RFP. Label the SLA Attachment #8.**
- Describe how adherence to your service levels is measured and what remedies you would provide the State when performance doesn’t meet the standard?



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PART 8: PRICING

1. Submit pricing for your proposed solution in the table below. Fill in only the lines that are applicable to your proposal. **Insert lines for additional costs, but do not delete or rename any lines in the Table. Total each column and provide a total of all columns in the “Total Implementation, plus 5 Year Costs” box on the next page.**

Cost Type	One Time (Implementation)	Year 1	Year 2	Year 3	Year 4	Year 5
Hosting						
AHS/AOT Hosting *	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
VDOL Hosting *	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Implementation Services						
Project Management	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Requirements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design (Architect Solution)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Development (Build, Configure or Aggregate)/Testing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
System Testing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Defect Removal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Implement/Deploy	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interfaces	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Quality Management	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cost Type	One Time (Implementation)	Year 1	Year 2	Year 3	Year 4	Year 5
Implementation Services Continued						



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Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Documentation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Base Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

*Hosting costs should include all hardware (e.g., CPU, DASD, Tape Solution, VMs, networking gear), software (IBM and 3rd Party), ongoing support and maintenance (including service delivery project management), and the cost of providing a disaster recovery solution. Please note any exceptions from what the State desires to be included in “hosting costs”.

Total Implementation plus Five Year Costs	\$ 0.00
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2. Describe any assumptions you have made in relation to the above cost and pricing information.
3. Provide pricing information for any volume discounts that are available based on the number of software licenses purchased or support years purchased.
4. Provide pricing for any Functional Requirements marked as “C” (feature is not available in the core solution, but can be provided with customization).
5. Submit pricing for the following required IT Services that the State may request on an ad hoc basis:

IT Services	Title of Position	Hourly Rate
Business Analysis: Contractor shall evaluate, document, and recommend changes to business processes and the development, implementation and support of process improvements to eliminate redundancy and increase productivity and reduce cost; interview subject matter experts and others to develop requirements for engineered or commercial off the shelf software and systems.	Senior Business Analysis	
Network Engineer: Contractor shall provide consulting services for LAN/WLAN network Services; functional specifications, network design, network management, data conversion,	Senior Network Engineer	



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interfaces, integration, network testing/QA, implementation, training, documentation, and maintenance including version control, support, and issue tracking.

Following are Requirements and Capabilities for this Service:

- Provide ongoing system, network maintenance and troubleshooting;
- Analyze and document complex network requirements;
- Interpret network requirements, design specifications, manage network development and, integrate and test network components;
- Estimate network development costs and schedules;
- Network integration of multiple complex systems;
- Review existing networks and assist in making refinements, performance improvements, and improving current techniques.

Database Administrator (DBA): Contractor shall provide supplemental DBA services.

Following are Requirements and Capabilities for this Service:

- Support of database software (varies by mainframe and application, e.g., ADABAS, VSAM)
- Create Complex Query
- Understanding Database Rules
- Create and update Metadata
- Online Transactional (OLATP)
- Online Analytical (OLAP)
- Database Administration
- Data Warehousing
- Master Data Management
- Install, configure, and upgrade Software AG products (ADABAS, NATURAL, CONSTRUCT, PREDICT).
- Perform ADABAS database administrative tasks, diagnosis and tune, and problem resolution with ADABAS and NATURAL.
- Implement maintenance and fixes to support z/OS upgrades.

Application Developer: Contractor shall provide supplemental mainframe application development services.

Senior DBA

Senior VDOL
Application Developer



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<p>Following are Requirements and Capabilities for this Service: Backend and Frontend Developer Services</p> <p>Contractor shall provide services in accordance with the following requirements and capabilities:</p> <p>Primarily responsible for:</p> <ul style="list-style-type: none">▪ Application development using VDOL technologies (e.g., Virtual Service Environment (VSE), Computer Programming Language (COBOL), Online System Transaction Processor (CICS), Job Control Language (JCL) and Virtual Storage Access Method (VSAM), Elixir Form Design), includes being mindful of performance constraints around memory, networking availability, etc.• Authoring developer-friendly documentation (e.g., technical design, deployment operations)• Test-driven development• Use of source code version control systems• Relational and non-relational database systems• Handling large data sets and scaling their handling and storage• Communicating technical concepts to a non-technical audience.• Ensuring Section 508 Compliance		
<p>See senior level description. A non-senior position would have less than 10 years of applicable experience.</p>	<p>VDOL Application Developer</p>	



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<p>Contractor shall provide services in accordance with the following requirements and capabilities:</p> <p>Primarily responsible for:</p> <ul style="list-style-type: none">• Application development using AHS technologies (e.g., IBM's z/OS, Online System Transaction Processor (CICS), Job Control Language (JCL), and Software AG products such as, Adabas, EntireX, Natural Programming Language, Event Replicator, PREDICT, CONSTRUCT and Computer Programming Language (COBOL)), includes being mindful of performance constraints around memory, networking availability, etc.• Authoring developer-friendly documentation (e.g., technical design, deployment operations)• Test-driven development• Use of source code version control systems• Quickly researching and learning new programming tools and techniques• Relational and non-relational database systems• Handling large data sets and scaling their handling and storage• Communicating technical concepts to a non-technical audience.• Ensuring Section 508 Compliance	Senior AHS\AOT Application Developer	
<p>See senior level description. A non-senior position would have less than 10 years of applicable experience.</p>	AHS\AOT Application Developer	



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PART 9: TERMS AND CONDITIONS

In deciding which Respondent/s to shortlist the State will take into consideration each Respondent's willingness to meet the State's terms and conditions. Indicate any objections or concerns to our stated terms and conditions in the RFP or any of the exhibits, addendums or attachments including **Attachment C**. Add lines to the table below as needed.

Important: Bidder will be bound to all terms and conditions stated in the State's RFP, exhibits, attachments, and/or addendums except and then only to the extent specifically set forth in the table below, and only if and to the extent expressly agreed and incorporated in writing in a resulting contract. Note that exceptions to contract terms may cause rejection of the proposal.

Clause Location	Concern	Proposed Verbiage
[indicate RFP, exhibit, attachment or addendum, section & page number]	[briefly describe your concern about this clause]	[describe your suggested alternative wording for the clause or your solution]
[indicate RFP, exhibit, attachment or addendum, section & page number]	[briefly describe your concern about this clause]	[describe your suggested alternative wording for the clause or your solution]
[indicate RFP, exhibit, attachment or addendum, section & page number]	[briefly describe your concern about this clause]	[describe your suggested alternative wording for the clause or your solution]



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PART 10: CERTIFICATE OF COMPLIANCE/AUTHORIZED COMPANY SIGNATURE

For a bid to be considered valid, this Part 10 must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.

- A. **NON COLLUSION:** Bidder hereby certifies that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, bidder understands that this paragraph might be used as a basis for litigation.
- B. **CONTRACT TERMS:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.
- C. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds \$250,000.00.

Self-Reporting. Bidder hereby self-reports the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers, that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

Subcontractor Reporting. Bidder hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this RFP, Bidder will provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), and Bidder will provide any update of such list to the State as additional subcontractors are hired. Bidder further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.



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D. Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification

Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):

1. Bidder owns, leases or utilizes, for business purposes, space that has received:

- ☐ Energy Star® Certification
- ☐ LEED®, Green Globes®, or Living Buildings ChallengeSM Certification
- ☐ Other internationally recognized building certification:

2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder's place of business. Please explain:

3. Please Check all that apply:

- ☐ Bidder can claim on-site renewable power or anaerobic-digester power ("cow-power"). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.
- ☐ Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.
- ☐ Bidder's heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.
- ☐ Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this?
- ☐ Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc..
- ☐ Bidder offers employees an option for a fossil fuel divestment retirement account.
- ☐ Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:



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4. Please list any additional practices that promote clean energy and take action to address climate change:

E. Executive Order 02 – 22: Solidarity with the Ukrainian People

- ☐ By checking this box, Bidder certifies that none of the goods, products, or materials offered in response to this solicitation are Russian-sourced goods or produced by Russian entities. If Bidder is unable to check the box, it shall indicate in the table below which of the applicable offerings are Russian-sourced goods and/or which are produced by Russian entities. An additional column is provided for any note or comment that you may have.

Provided Equipment or Product	Note or Comment



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PART 11 SUBCONTRACTOR REPORTING FORM

This form must be completed in its entirety and submitted prior to contract execution and updated as necessary and provided to the State as additional subcontractors are hired.

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total project costs exceeding \$250,000.00 requires bidders to comply with the following provisions and requirements.

Contractor is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

Subcontractor	Insured By		Subcontractor's Sub	Insured By

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____



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Failure to adhere to Act 54, Section 32 of the Acts of 2009 and submit Subcontractor Reporting: Worker Classification Compliance Requirement will constitute non-compliance and may result in cancellation of contract and/or forfeiture of future bidding privileges until resolved.

Send Completed Form to: Office of Purchasing & Contracting
133 State Street, 5th Floor
Montpelier, VT 05633-8000



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I am authorized to submit a proposal to the State of Vermont in response to this RFP on behalf of my organization. The information provided as part of my organization's response is a true and accurate representation of my organization's ability to meet the State of Vermont's business needs as expressed in this RFP.

Signature:	
Full name:	
Title:	
Company:	
Date:	

ACCESS Internal and External Interfaces: CURRENT STATE

Description	Entity	Frequency	Details	Transmission	Inbound/Outbound	Source	Destination	HealthCare?	Interface Entity	Supported System	Programs that Benefit from the Interface	Batch or Real-time
Daily Elig to MMIS	Gainwell	Work days	Writes all necessary eligibility data to be sent to the MMIS	FTP Program	Outbound		Gainwell	Yes		MMIS		Batch
PBM enrollment file	CHC	Work days	Daily extract and FTP to pharmacy benefits manager	FTP Program	Outbound		CHC	Yes		PBM		Batch
Create auto assign provider file	Gainwell	REFEVENT 828 + 1 WDAY (One workday after Elig Carryforward)	Creates auto assign provider file for use in PAS3548D series, uses FTP to 'GET' file	FTP Program	Inbound	Gainwell						Batch
Monthly Elig to MMIS	Gainwell	FRIDAY.3	Creates eligibility transactions for anyone on health care in the last two years	FTP Program	Outbound		Gainwell	Yes		MMIS		Batch
Monthly refresh to PBM	CHC	FRIDAY.2 AND DATE NE 01/13/2012	Monthly file refresh for pharmacy benefits manager	FTP Program	Outbound		CHC	Yes		PBM		Batch
Create PBM Goose SFTP	CHC	On request (not in ZEKE)	Goose file is submitted from SPEC/C/GOOSE or via emergency pharmacy button at VHC (PASW100G) on demand.	FTP Program	Outbound		CHC	Yes		PBM		Batch
CREATE MMIS TXS	Gainwell	On request (not in ZEKE)	Process GA medical info to MMIS and PBM (if item code 43). File is sent to MMIS. PASJR/JFH is kicked off by this job.	FTP Program	Outbound		Gainwell	Yes		MMIS		Batch
MC process enroll/disenroll	Maximus	Work days	Daily job to process enrollments/disenrollments and generate transactions to the plan and benefits counselor	FTP Program	Outbound		Gainwell	Yes				Batch
MC BC export	Maximus	Work days	Formats notice transaction records to be sent to the benefit counselor. Transaction records created by PAS31668	FTP Program	Outbound		Maximus	Yes				Batch
Lock box premium collections	TDBank	Daily	Processes lock box payments received at the bank	ConnectDirect	Inbound	TDBank		Yes	Bank	ACCESS		Batch
Monthly premium bills	Buildings and General Services (BGS)	WDAY L-2	Creates monthly premium bills file for BGS	Mainframe IEBPTPCH utility	Outbound		BGS	Yes	BGS	ACCESS		Batch
Daily premium bills	Buildings and General Services (BGS)	Work days	Creates daily premium bills file for BGS	Mainframe IEBPTPCH utility	Outbound		BGS	Yes	BGS	ACCESS		Batch
HC Prem Weekly Reports	DCF - Economic Services Division (ESD)	Saturday	Weekly job to load daily lockbox files of premium collections from the bank to MFRPTS	FTP Program	Outbound		MFRPTS file server	Yes	DHVA	ACCESS		Batch
PCP upload	Maximus	(WDAYW.1 AND DATE NE 01/17/2012) OR DATE EQ 01/18/2012)	Weekly job to upload primary care physician data for use in Managed Care enrollments	FTP Program	Inbound	Job logs into Maximus server to retrieve file		Yes				Batch
Outreach report	Maximus	Sunday	Produces a Managed Care operational report so the benefit counselor can focus their outreach on individuals selected for enrollment	FTP Program	Outbound		Maximus	Yes				Batch
Welcome report	Maximus	DAY.26 + 1 WDAY	Reports individuals that enrolled in Managed Care by either the mail or auto-assigned	FTP Program	Outbound		Maximus	Yes				Batch
GA Vendor File	Gainwell	Saturday	Updates ALL-CDS file with GA medical vendor information from Gainwell	FTP Program	Inbound	Job logs into Maximus server to retrieve file		Yes				Batch
FITP Extract	DCF - Child Development Division (CDD)	Daily	Process weekly Family and Infant Toddler Program client data extract to facilitate billing by MMIS	FTP Program	Inbound	CDD		Yes				Batch
MC recon export	Gainwell	Friday	Produces LOCK.DAT file for Managed Care reconciliation	FTP Program	Outbound		Gainwell	Yes				Batch
Monthly MMA file	Centers for Medicare and Medicaid Services (CMS)	WDAY.1 - 1 DAY	MMA monthly eligibility extract file to CMS	sFTP/ Manual	Outbound		CMS	Yes				Batch
Daily MMA file	Centers for Medicare and Medicaid Services (CMS)	(WORKDAYS - 1 DAY) AND NOT (REFEVENT 458)	MMA daily eligibility extract file to CMS	sFTP/ Manual	Outbound		CMS	Yes				Batch
Load MMA Interface File	Centers for Medicare and Medicaid Services (CMS)	Daily	Reads file from CMS and stores interface records (MMAI)	Manual/ FTP Program	Inbound	CMS		Yes				Batch
Load MMA PRO records to MEDI	Centers for Medicare and Medicaid Services (CMS)	Daily	Reads file from CMS and extracts PRO records to load to MEDI panels	Manual/ FTP Program	Inbound	CMS		Yes				Batch
Monthly COB file (SPAP + AMAP)	Centers for Medicare and Medicaid Services (CMS)	DAY.15	Sends RX Vpharm population to CMS	sFTP/ Manual	Outbound		CMS	Yes				Batch
Load COB SPAP response file	Centers for Medicare and Medicaid Services (CMS)	Daily	Read file from CMS and store interface records for State Pharmacy Assistance Program population	Manual/ FTP Program	Inbound	CMS		Yes				Batch
Load COB AMAP response file	Centers for Medicare and Medicaid Services (CMS)	Daily	Read file from CMS and store interface records for AMAP population	Manual	Inbound	CMS		Yes				Batch
Management reports	Maximus	WDAY.5	Creates management report concerning Managed Care activity	FTP Program	Outbound		Maximus					Batch
SRS Medicaid extract		Sunday	SRS Medicaid extract for Family Services Division	FTP Program	Outbound	Family Services fetches file with their own FTP service	Family Services Division server	Yes				Batch
MMIS paid GA	Gainwell	DAY L - 2 DAY	Retrieves a files from MMIS with all paid GA vendor items that have recently past their expiration date. ACCESS MONY records are updated with the paid amounts and reports are printed so Admin Services can recoup GA funds from the Medicaid program.	FTP Program	Inbound	Job logs into Maximus server to retrieve file			Benefits/Premium Coordinator contractor	MMIS		Batch
Monthly closure notices		REFEVENT 836	Monthly failure to pay premium bill closure notices	FTP Program	Outbound		AHSINTFTPSRV					Batch
Monthly cancel notices		REFEVENT 836	Monthly run to send cancellation notices for individuals who failed to pay their initial premium bill and have not received coverage.	FTP Program	Outbound		AHSINTFTPSRV					Batch
Med Premium Collection Rejects	TDBank	Daily	Health care premium ACH rejections	Connect Direct	Inbound	TDBank		Yes	Bank	ACCESS		Batch
Premium ACH auto withdrawal	DCF - Economic Services Division (ESD)	DAY.14 - 2 WDAY	Builds the auto withdrawal EFT file for premiums	FTP Program	Outbound		MFRPTS file server			ACCESS		Batch

							Notice File is passed to Automate Server (AHSINTFTPSRV) - final destination is Notices Server (159.105.132.231)					
Dr. D Grace Notice		DAY.5	Finds beneficiaries with unpaid Dr. D grace premiums and creates notices reminding them to pay	FTP Program	Outbound			Yes				Batch
HC handbook mass	Maximus	Sunday	Selects households that need to receive Managed Care and/or Pharmacy handbooks. File contains names and addresses that is sent to the benefit counselor to generate mailing labels.	FTP Program	Outbound		Maximus	Yes				Batch
Daily Direct Deposit	TDBank	Work days	Creates file for issuance of benefits via direct deposit		Outbound		TDBank		Bank	ACCESS	3SQ, RUFA, EP, SF	Batch
DMV Citizenship	Department of Motor Vehicles (DMV)	Daily	Daily job to select new applicants for DMV list - citizenship verification		Outbound		DMV		DMV	ACCESS	OCS	Batch
VDH Citizenship	VT Department of Health (VDH)	Daily	Daily job to select new applicants for VDH list - citizenship verification		Outbound		VDH					Batch
Medicare Part B FTP	DCF - ESD	Daily	Part B Buy-in file received from CMS	Manual/ FTP Program	Inbound	CMS						Batch
Buy-in Part A	Department of Vermont Health Access (DVHA)	Daily	Creates buy-in report for Department of VT Health Access	Manual/ FTP Program	Inbound	CMS						Batch
Buy-in Part B	Department of Vermont Health Access (DVHA)	Daily	Creates buy-in report for Department of VT Health Access	Manual/ FTP Program	Inbound	CMS						Batch
Monthly ANFC Extract	DCF - Planning, Policy and Research (PPR)	DAY.12	ANFC statistics - Reports are FTP'd to AHS internal FTP server and then FTP'd to MFRPTS via AutoMate	FTP Program	Outbound		MFRPTS file server	NO	ESD	ACCESS	RUFA	Batch
Monthly FS Extract	DCF - Planning, Policy and Research (PPR)	DAY.22	FS/SNAP statistics - Reports are FTP'd to AHS internal server and then FTP'd to MFRPTS via AutoMate	FTP Program	Outbound		MFRPTS file server		ESD	ACCESS	3SQ	Batch
Monthly GA Extract	DCF - Planning, Policy and Research (PPR)	DAY.10	General Assistance statistics - Reports are FTP'd to AHS internal server and then FTP'd to MFRPTS via AutoMate	FTP Program	Outbound	ACCESS	MFRPTS file server		ESD	ACCESS	GA	Batch
Monthly SF Extract	DCF - Planning, Policy and Research (PPR)	DAY.7	Supplemental Fuel statistics - Reports are FTP'd to AHS internal server and then FTP'd to MFRPTS via AutoMate	FTP Program	Outbound		MFRPTS file server		ESD	ACCESS	SF	Batch
MONTHLY PSE EXTRACT	DCF - Planning, Policy and Research (PPR)	Request	Post Secondary Education statistics - Reports are FTP'd to AHS internal server and then FTP'd to MFRPTS via AutoMate	FTP Program	Outbound		MFRPTS file server		ESD	ACCESS	PSE	Batch
REACH UP EXTRACT	DCF - Planning, Policy and Research (PPR)	DAY.14	Reach Up statistics - Reports are FTP'd to AHS internal server and then FTP'd to MFRPTS via AutoMate	FTP Program	Outbound		MFRPTS file server		ESD	ACCESS	RUFA	Batch
MONTHLY ME EXTRACT	DCF - Planning, Policy and Research (PPR)	SUNDAY.2 - 1 DAY	Medicaid statistics - Reports are FTP'd to AHS internal server and then FTP'd to MFRPTS via AutoMate	FTP Program	Outbound		MFRPTS file server		ESD	ACCESS		Batch
AABD pay codes matrix from SDX	DCF - Planning, Policy and Research (PPR)	DAY.25	Reads ACCESS SDX interface records and FTPs a report of counts for different living arrangements based on age	FTP Program	Outbound		AHSINTFTPSRV	Yes				Batch
Download to SRS - kids with SSI	DCF - Family Services Division (FSD)	Daily	Children with SSI payments - File is sent to FSD server	FTP Program	Outbound		Family Services Division server		FSD	SSMIS		Batch
Up SRS-committed kids with SSI	DCF - Family Services Division (FSD)	Daily	Committed (custody) Children for SSI payments - File received from FSD		Inbound	Family Services Division server			FSD	SSMIS		Batch
SRS CUSTODY PAY UPL	DCF - Family Services Division (FSD)	Daily	THIS JOB STORES THE CURRENT MONTH SRS-CUSTODY PAYROLL ON THE INFO-SRS026D FILE		Inbound	Family Services Division server			FSD	SSMIS		Batch
SRS CUSTODY PAYROLL	DCF - Family Services Division (FSD)	Daily	Selects records with Medicaid/Family Services matches - File is sent to FSD		Outbound	Family Services Division server			FSD	SSMIS		Batch
TCM Data Match	DCF - Family Services Division (FSD)	Daily	Data match between SSMIS and ACCESS to find and report TCM client that have Medicaid coverage for a given month. Occurs monthly	Globalscape	Inbound	Family Services Division server			FSD			Batch
Match IFB Services	DCF - Family Services Division (FSD)	Daily	Matches Family Services Intensive Family Based Services against Medicaid data in ACCESS - Response file is sent to FSD	FTP Program	Inbound/Outbound	Family Services Division server	Family Services Division server		FSD			Batch
FTROP Weekly Extract	Food and Nutrition Services (FNS)	WEDNESDAY	Extracts weekly changes related to FS over payment/recoupment data for FTROP clients to FNS	Connect Direct	Outbound		FNS		FNS	ACCESS	3SQ	Batch
FTROP Bi-weekly Update	Food and Nutrition Services (FNS)	Daily	Reads file from FNS and updates FS over payment/recoupment records ACCESS	Connect Direct	Inbound	FNS			FNS	ACCESS	3SQ	Batch
FTROP pre-offset reports	DCF - Fraud Unit	Daily	Reports on the FTROP pre-offset file sent from the feds	FTP Program	Outbound		MFRPTS file server		FNS	ACCESS	3SQ	Batch
TOP unprocessable report	DCF - Fraud Unit	Daily	Reads unprocessable file received from the feds and FTPs report	FTP Program	Outbound		MFRPTS file server		FNS	ACCESS	3SQ	Batch
PATHACH TO TREASURER	DCF - Economic Services Division (ESD)	Daily	Sends the ESD Outgoing ACH file to the Treasurer's Office. They in turn send it to the contracted bank (People's Bank as of 1/2018.)	SFTP	Outbound		STO (State Treasurer's Office)		TRE	ACCESS	3SQ, RUFA, EP, SF	Batch
FTP EBT Daily	eFunds	Daily	EBT daily report file from eFunds to MFRPTS		Inbound	FIS	DCFRPTS (Y drive)		FIS	ACCESS	3SQ, RUFA, EP, SF	Batch
FTP EBT Refresh	eFunds	Daily	EBT refresh file from eFunds to MFRPTS		Inbound	FIS	DCFRPTS (Y drive)		FIS	ACCESS	3SQ, RUFA, EP, SF	Batch
FTP EBT card data	DCF - Economic Services Division	Daily	FTP eFunds card data to AHSINTFTPSRV which is then sent to DCF SQL server	FTP Program	Outbound		DCFRPTS (Y drive)		FIS	ACCESS	3SQ, RUFA, EP, SF	Batch
IV-A Daily Chkwrite	DCF	Daily	Gen-commnts, 1st-paymnts, cash-paymnts, food-paymnts	FTP Program	Outbound		DCFRPTS (Y drive)		BGS	ACCESS	3SQ, RUFA, EP, SF, RCA, GA	Batch
EBT Daily	eFunds	Work days	FTP EBT files to eFunds		Outbound	FIS			FIS	ACCESS	3SQ, RUFA, EP, SF	Batch
Daily Direct Deposit Merge	TDBank	Work days	Merge direct deposit files	FTP Program	Outbound		DCFRPTS (Y drive)		Bank	ACCESS	3SQ, RUFA, EP, SF	Batch
Daily District Checktape & Report	TDBank	Work days	FTP a copy of the warrant to MFRPTS	FTP Program	Outbound		DCFRPTS (Y drive)		ESD	ACCESS	3SQ, RUFA, EP, SF	Batch
FTP VISION FILE	Finance	DAILY AND NOT FRIDAY AND NOT SATURDAY	Get vendor file (via FTP) from finance (Vision)	FTP Program	Inbound				Obsoleted	Obsoleted		Batch
FTP EBT Monthly	eFunds	Daily	FTP monthly EBT file from eFunds to MFRPTS	FTP Program	Outbound		MFRPTS file server		Obsoleted	Obsoleted		Batch

ANFC Monthly to Deluxe	eFunds	((REFEUNT 882 + 1 WDAY) OR (REFEUNT 1250 + 1 WDAY))	FTP ANFC EBT cash file to eFunds	FTP Program	Outbound					FIS	ACCESS	RUFA	Batch
Food Monthly to Deluxe	eFunds	REFEUNT 1149 + 1 WDAY	FTP food stamp cash and EBT food to eFunds	FTP Program	Outbound					FIS	ACCESS	3SQ	Batch
Cost allocation			FTP cost allocation	FTP Program	Outbound				MFRPTS file server	ESD	ACCESS		Batch
OCS RECON MATCH	TDBank	Monthly	File received from the bank for reconciliation of checks cashed - reports sent to ahfiles	FTP Program	Inbound/Outbound				ahfiles	Bank	ACCESS	OCS	Batch
VSHA SSN Process	Vermont State Housing Authority	Daily	Reads file from VSHA and creates a response file with specific eligibility information in ACCESS for head of household	Sends email when file is ready to be picked up	Inbound/Outbound	VSHA				VSHA		VSHA	Batch
BGS daily citizen	Buildings and General Services (BGS)	Daily	Sends new applicants to BGS to verify citizenship							BGS	ACCESS	3SQ, RUFA, EP, SF, OCS, GA	Batch
DAILY SDX INFC	Social Security Administration (SSA)	(DAILY AND NOT (JANUARY OR NOVEMBER OR DECEMBER))	Stores SDX interface records in ACCESS	CyberFusion	Inbound	SSA		Yes	SSA		ACCESS		Batch
SVES-SDX-BENDEX RCV	Social Security Administration (SSA)	Daily	Updates SVES, Bendex, and SDX records returned from Feds	CyberFusion	Inbound	SSA		Yes	SSA		ACCESS		Batch
SVES SENT TO FEDS	Social Security Administration (SSA)	Daily	*	CyberFusion	Outbound		SSA	Yes	SSA		ACCESS	3SQ, RUFA, EP, SF, GA	Batch
SVES-SSAQ FROM SSA	Social Security Administration (SSA)	Daily (hasn't run since 2014)	SVES received from Feds Known as "QC" from SSA	CyberFusion	Inbound	SSA			Obsoleted		Obsoleted		Batch
SVES-PVS FROM SSA	Social Security Administration (SSA)	Daily	PVS received from Feds Known as "PUPS" from SSA	CyberFusion	Inbound	SSA			SSA		ACCESS	3SQ, RUFA, EP, SF, GA	Batch
Low Income Subsidy (LIS)	Social Security Administration (SSA)	Daily	Reads incoming LIS file from SSA, stores LIS interface records, generates notices, and adds data to weekly report GDG	CyberFusion	Inbound	SSA	Notice Server	Yes	SSA		ACCESS		Batch
Daily SDX Update	Social Security Administration (SSA)	(DAILY AND NOT (JANUARY OR NOVEMBER OR DECEMBER))	Reads interface records stored by PASW128A and updates unearned income, person, household and SDX data - Create	None	Inbound	SSA		Yes	SSA		ACCESS		Batch
DAD VR BENEFIT	DAD (old Dept. of Alcohol and Drug)	Sunday	Get file from Voc Rehab requesting eligibility data for certain people, send response file	FTP Program	Inbound/Outbound	Voc Rehab	Voc Rehab	Yes	Obsoleted		Obsoleted		Batch
DAD VR BUYIN	DAD (old Dept. of Alcohol and Drug)	Sunday	Get file from Voc Rehab requesting eligibility data for certain people, send response file	FTP Program	Inbound/Outbound	Voc Rehab	Voc Rehab	Yes	Obsoleted		Obsoleted		Batch
TPL Fed Transmission	Social Security Administration (SSA)	Daily	Store third party liability (TPL) data from Feds	CyberFusion	Inbound	SSA			SSA		ACCESS		Batch
AFCARS to Feds	US Dept. of Health & Human Services (HHS)	Daily	FSD FTPs a file with adoption and foster care information to the mainframe which is then sent to NIH	Connect Direct	Inbound/Outbound	FSD	NIH		SSA			FSD System passthrough	Batch
FTP SUMADOP TO SRS	US Dept. of Health & Human Services (HHS)	Daily - ON REQUEST AS OF 2019	Summary adoption file is FTP'd to the mainframe which is then FTP'd to FSD	CyberFusion/FTP Program	Inbound/Outbound	HHS	FSD server		Obsoleted		Obsoleted		Batch
FTP DETADOP TO SRS	US Dept. of Health & Human Services (HHS)	Daily - ON REQUEST AS OF 2019	Detailed adoption file is FTP'd to the mainframe which is then FTP'd to FSD	CyberFusion/FTP Program	Inbound/Outbound	HHS	FSD server		Obsoleted		Obsoleted		Batch
FTP SUMFOST TO SRS	US Dept. of Health & Human Services (HHS)	Daily - ON REQUEST AS OF 2019	Foster care summary file is FTP'd to the mainframe which is then FTP'd to FSD	CyberFusion/FTP Program	Inbound/Outbound	HHS	FSD server		Obsoleted		Obsoleted		Batch
FTP DETFOST TO SRS	US Dept. of Health & Human Services (HHS)	Daily - ON REQUEST AS OF 2019	Foster care detail file is FTP'd to the mainframe which is then FTP'd to FSD	CyberFusion/FTP Program	Inbound/Outbound	HHS	FSD server		Obsoleted		Obsoleted		Batch
ACF801 outgoing to Feds	US Dept. of Health & Human Services (HHS)	Daily	ACF801 file is sent to the mainframe and then sent to HHS	CyberFusion	Inbound/Outbound	FSD	HHS		NIH			FSD System passthrough	Batch
Identify Income Amounts	DCF - Family Services Division (FSD)	Daily	Sends income amounts to Family Services Division	FTP Program	Inbound/Outbound	Family Services Division	Family Services Division server		FSD				Batch
Numinent Extract	Social Security Administration (SSA)	DAY.16 - 1 WDAY	Creates SVES interface records to be picked up in the SVES outbound process (PASW1280/PASWRJED)	None	None				SSA		ACCESS	3SQ, RUFA, EP, SF, OCS, GA	Batch
Numident Match	Social Security Administration (SSA)	Daily	Reads numident match file from SSA, updates person data, and prints letters to beneficiaries (PASW128B/PASWRJEC)	None	None				SSA		ACCESS	3SQ, RUFA, EP, SF, OCS, GA	Batch
IRS 1099 Tape Write	Internal Revenue Services (IRS)	Request	Reads through person data to create 1099 file to be sent to the IRS for data matching	Manual	Outbound	ACCESS	IRS		IRS		ACCESS	3SQ, RUFA, EP, SF, GA	Batch
IRS 1099 Tape Write	Internal Revenue Services (IRS)	Request	Reads the 1099 match file from IRS and stores interface records to be used by PASW519E	Manual	Inbound	IRS	ACCESS		Obsoleted		Obsoleted		Batch
BENDEX History Update	Social Security Administration (SSA)	(DAILY AND NOT (JANUARY OR NOVEMBER OR DECEMBER))	Reads BENDEX file from SSA and stores interface records to be used by PASW521C. Report sent to MFRPTS	CyberFusion/FTP Program	Inbound/Outbound	SSA	AHSINTFTPSRV	Yes	SSA		ACCESS		Batch
BENDEX Select	Social Security Administration (SSA)	(DAILY AND NOT (JANUARY OR NOVEMBER OR DECEMBER))	Reads interface records stored by PASW521B and updates person flags, unearned income amounts, and Medicare data - Reports sent to MFRPTS	FTP Program	Outbound		AHSINTFTPSRV	Yes	SSA		ACCESS		Batch
TANF11 EXTRACT	US Dept. of Health & Human Services (HHS)	Monthly	TANF extract to SSA for data matching	CyberFusion	Outbound		HHS		SSA		ACCESS	RUFA	Batch
TANF11 RETURNED INFO	US Dept. of Health & Human Services (HHS)	WDAY.4	Response data from National Directory of New Hires, Quarterly Wage information, and Unemployment Income information to be used by Fraud Unit	CyberFusion	Inbound	HHS			SSA		ACCESS	RUFA	Batch
Interpret TANF11 from FEDS	DCF - Economic Services Division (ESD)	Request	FTP's reports to MFRPTS	FTP Program	Outbound				Obsoleted		Obsoleted		Batch
PARIS Interstate Match	DMDC	(DAY.8 AND (FEBRUARY OR MAY OR AUGUST OR NOVEMBER))	Generates interface records and sends eligibility data to Defense Manpower Data Center	sFTP	Outbound		DMDC	Yes					Batch
PARIS Interstate Match	DMDC	(DECEMBER OR SEPTEMBER OR JUNE OR MARCH)	PARIS Interstate match file which updates interface records and generates reports for the Fraud unit	sFTP	Inbound	DMDC	AHSINTFTPSRV						Batch
PARIS Federal Match	DMDC	(DAY.10 AND (DECEMBER OR MARCH OR JUNE OR SEPTEMBER))	Compares data from DMDC to ACCESS and produces reports for DVHA	FTP Program	Inbound	DMDC							Batch
PARIS Federal Match Upload to NYTD	DMDC	(DAY.10 AND (DECEMBER OR MARCH OR JUNE OR SEPTEMBER))	Compares data from DMDC to ACCESS and produces reports for DVHA	FTP Program	Inbound	DMDC							Batch
Buyin Part B update	Centers for Medicare and Medicaid Services (CMS)	Daily	Submits file submitted by FSD to NYTD	CyberFusion	Inbound/Outbound	FSD	NYTD		FSD				Batch
Buyin Export	Centers for Medicare and Medicaid Services (CMS)	Daily	Reads Buy-in response file from CMS, updates buy-in interface files and FTPs reports to DCF	Manual/ FTP Program	Inbound	CMS		Yes					Batch
Buyin Part A	Centers for Medicare and Medicaid Services (CMS)	DAY.15	Creates buy-in transaction file for CMS, creates notices to beneficiaries and FTPs reports to DCF	sFTP/ Manual	Outbound		CMS	Yes					Batch
Weekly tape from DET	Centers for Medicare and Medicaid Services (CMS)	Daily	Reads Buy-in response file from CMS, updates buy-in interface files and FTPs reports to DCF	sFTP/ Manual	Inbound	CMS		Yes					Batch
SDX Sort	VT Department of Labor (DOL)	MONDAY	Get file from DOL, updates unearned income amounts for OCS and ESD cases	FTP Program	Inbound	DET			DOL				Batch
SDX COLA Update	Social Security Administration (SSA)	Request	Reads SDX COLA tape and stores SDX COLA interface records in ACCESS	CyberFusion	Inbound	SSA		Yes	SSA		ACCESS		Batch
Monthly tape from DET	Social Security Administration (SSA)	Request	Reads interface records stored by PASW928A and updates unearned income amount, person, and household date	None	None			Yes	SSA		ACCESS		Batch
Monthly Medicare to MMIS	Gainwell	FRIDAY.3	Reads file received from DOL and stores interface records, compares data in ACCESS to DOL, sends letters to beneficiaries, and reports are sent to y DRIVE	FTP Program	Inbound/Outbound	DET			DOL				Batch
Monthly Medicare to MMIS	Gainwell	FRIDAY.3	Selects people that need to be sent to DOL	FTP Program	Outbound		DOL		DOL				Batch
Monthly Medicare to MMIS	Gainwell	FRIDAY.3	Sends all Medicare data to the MMIS for monthly reconciliation	FTP Program	Outbound								Batch

Daily Medicare to MMIS	Gainwell	Work days	Sends all Medicare data to the MMIS for daily reconciliation Gainwell sends Medicaid ID card info, ACCESS processes it and passes it along to Maximus (Managed Care) via printer output	FTP Program	Outbound						Batch
MED AIM CARD UPDATE	Gainwell	WDAYW.1		FTP Program	Inbound	Gainwell		Yes			Batch
IV-D CSENET IN	OTHER STATES OCS INTERSTATE CASES	DAILY AND NOT FRIDAY AND NOT SATURDAY	Copies inbound CSENET transactions to ACCESS transaction records - Creates error report	CyberFusion	Inbound	HHS					Batch
IV-D CSENET OUT	OTHER STATES OCS INTERSTATE CASES	DAILY AND NOT SATURDAY AND NOT SUNDAY	Select CSENET transaction to print to file for	CyberFusion	Outbound		HHS				Batch
IV-D Daily extract for Word Process	Department of Labor (DOL)	Work days		FTP Program	Outbound						Batch
IV-D Lockbox Upload	TDBank / People's Bank	Work days	Process Lockbox & ESV9 transactions and set up money records - Report is sent via FTP Read DOL file for child support amounts deducted from unemployment income and store money records to be processed with daily receipts - Report is sent via FTP	SFTP via GlobalScape	Outbound		ahsfiles				Batch
Daily lapse from DET	VT Department of Labor (DOL)	Work days	Creates new OCS CP Debit Card ENROLLMENT file; copy of file sent to OCS	FTP Program	Inbound/Outbound	DOL	ahsfiles				Batch
CP Debit Card Enrollment file	USBank	Work days	Sends the OCS CP Debit Card ENROLLMENT file to USBank (current contracted vendor)	SFTP via GlobalScape	Outbound		ahsfiles				Batch
CP Debit Card Enrollment file	USBank	Work days	Creates new OCS CP Debit Card ADDRESS UPDATE file; copy of file sent to OCS	Connect Direct	Outbound		USBank				Batch
CP Debit Card Address Update file	USBank	Work days	Sends new OCS CP Debit Card ADDRESS UPDATE file to USBank (current contracted vendor)	SFTP via GlobalScape	Outbound		ahsfiles				Batch
CP Debit Card Address Update file	USBank	Work days		Connect Direct	Outbound		USBank				Batch
CP Debit Card Failure file	USBank			Connect Direct	Inbound						Batch
EIWO file to OCSE	OCSE	Work days	Creates/Sends new EIWO file to OCSE (EIWO = Electronic Income Withholding Order) This is for Employers that have elected to receive 504-507 income withholding notices electronically.	SFTP	Outbound		OCSE				Batch
EIWO Acknowledgments file FROM OCSE	OCSE	Daily	Processes the ACK file; sends any discrepancies to CSU Dail	SFTP	Inbound						Batch
EIWO Errors file FROM OCSE	OCSE	Daily	EIWO Portal sends email if entire file unable to be processed.	SFTP	Inbound						Batch
Daily court upload	VT Supreme Court	DAILY AND NOT SUNDAY	Read file from court to store interface records. May, 2016: Response file no longer sent back to VT Supreme Court.	SFTP via GlobalScape	Inbound	VT Supreme Court					Batch
Incoming ACH Payments (ESV9)	TDBank	Work days	Child Support payments being sent via EFT/ACH; copy of file sent to OCS	Connect Direct / SFTP via GlobalScape	Inbound/Outbound		ahsfiles				Batch
Incoming ACH Payments (ESV9)	People's United Bank	Work days	Child Support payments being sent via EFT/ACH; copy of file sent to OCS *** Jan 2018: People's Bank was awarded this piece of the contract. Until remitters all start using People's ABA/Acc#, OCS will receive one file from People's and one from TDBank ***	Connect Direct / SFTP via GlobalScape	Inbound/Outbound		ahsfiles				Batch
Incoming Lockbox file	TDBank	Work days	Child Support payments processed @ the TDBank Lockbox Op site in Williston, VT; copy of file sent to OCS	Connect Direct / SFTP via GlobalScape	Inbound/Outbound		ahsfiles				Batch
OCS TO FCR	US Dept. of Health & Human Services (HHS)	Work days	Reviews child support cases to identify additions, updates, or deletions to report to Federal Case Registry	CyberFusion	Outbound		HHS				Batch
Federal Case Registry (FCR) to OCS	US Dept. of Health & Human Services (HHS)	Daily	Process response file from Federal Case Registry	CyberFusion	Inbound	HHS					Batch
Federal Case Registry (FCR) to OCS	US Dept. of Health & Human Services (HHS)	Daily	Sends file received from FCR to MFRPTS	FTP Program	Inbound/Outbound	HHS	AHSINTFTPSRV				Batch
OCS Outgoing ACH file to State Treasurer's Office (STO)	OCS / STO	Daily	Sends Outgoing OCS ACH file to STO	SFTP	Outbound		STO (State Treasurer's Office)				Batch
IRS/Administrative Offset	Internal Revenue Services (IRS)	(((((FRIDAY AND NOT (NOVEMBER OR DECEMBER)) AND DATE GT 11/01/2009) OR (DECEMBER AND FRIDAY.2)) OR (DECEMBER AND FRIDAY.3) OR (DECEMBER AND FRIDAY.4) OR (DECEMBER AND FRIDAY.5)) AND DATE NE 10/21/2011))	Select cases to send to IRS offset	CyberFusion	Outbound		IRS/OCSE cold server (imaging)				Batch
TOP Error File	Food and Nutrition Services (FNS)	Daily	Reads file from FNS and creates a report with error codes and descriptions	CyberFusion/SFTP	Inbound/Outbound	FNS	MFRPTS file server				Batch
TOP Unaccountable Report	Food and Nutrition Services (FNS)	Daily	Writes report to Intercept Unit with TOP error codes and descriptions	CyberFusion/SFTP							Batch
IV-D IRS Tax Refund	Internal Revenue Services (IRS)	Friday	Select child support cases with IRS money refunded to non-custodial parent	CyberFusion	Outbound		IRS				Batch
IV-D VT Tax Receipts	VT Department of Taxes	Daily	Reads file received from Dept. of Taxes and updates money records and child support records accordingly - Report sent via FTP	SFTP via GlobalScape	Inbound/Outbound	VT Department of Taxes	ahsfiles				Batch
IV-D Employer Billing	TDBank	Saturday	Select employers for child support billing - Billing file and reports are both sent via FTP		Outbound		ahsfiles				Batch
EIWO Bi-Monthly Employer Update file	OCSE	Daily	EIWO sends updated EIWO participant files 2x a month (around the 1st and 15th); Updates EMPL data in ACCESS	SFTP	Inbound						Batch
Treasurer Reconciliation	VT Treasurer	WDAY.5	Selects all 'S', 'C', 'H', and 'Z' check types issued for Treasurer's reconciliation								Batch
IV-D Billing to TDBank	TDBank	WDAY.L	Selects and prints all non-custodial parent bills of child support owed	Connect Direct / SFTP via GlobalScape	Outbound	TDBank	OCS cold server/ahsfiles				Batch
Incentive Fund File	OCS	WDAY.L	Extract data for OCS to determine incentive funding	FTP Program	Outbound		OCS FTP server				Batch
Workers Comp File	OCS	WDAY.L - 1 WDAY	Get worker's comp file from OCS server via FTP, update child support cases	FTP Program	Inbound	OCS FTP server					Batch
OCS Arrears list to VT Lottery	VT Lottery	WDAY.L	Sends updated list of OCS Non-Custodial Parents that have Arrears; Lottery winnings can be intercepted against child support debt	SFTP	Outbound		VT Lottery				Batch
DMV IV-D exchange	VT Department of Motor Vehicles (DMV)	WDAY.3	Extract locate and missing SSN cases to DMV								Batch
DMV IV-D exchange	VT Department of Motor Vehicles (DMV)	WDAY.5	Processes DMV response file								Batch
Corrections	VT Department of Corrections (DOC)	Daily (file comes in every Sunday)	Process incoming file from Corrections to locate absent parents	SFTP via GlobalScape	Inbound	DOC (Dept of Corrections)					Batch
VDH Marriage - IV-D	VT Department of Health (VDH)	Daily	Matches marriage information from VDH to see if bride or groom is a non-custodial parent - updates marriage data if match	FTP Program	Inbound	AHSINTFTPSRV					Batch
VDH Divorce - IV-D	VT Department of Health (VDH)	Daily	Matches divorce information from VDH	FTP Program	Inbound	AHSINTFTPSRV					Batch
IRS Receipts	Internal Revenue Services (IRS)	Request (WDAY.2 AND NOT (SEPTEMBER OR OCTOBER OR NOVEMBER OR DECEMBER))	Reads files from IRS and creates the necessary money records in ACCESS - Reports sent to MFRPTS	CyberFusion	Inbound/Outbound	IRS	ahsfiles				Batch
State Tax Update	VT Department of Taxes		Select non-custodial parent information for creation of file that is sent to Department of Taxes	FTP Program	Outbound		VT Department of Taxes				Batch
OCS RECON MATCH	People's United Bank	Monthly	File received from the bank for reconciliation of checks cashed - reports sent to MFRPTS	SFTP Program	Inbound/Outbound		ahsfiles				Batch
SRS CS LIST	DCF - Family Services Division (FSD)	WDAY.5	Creates file with child support data for FSD	FTP Program	Outbound		FSD server				Batch
SRS Download	DCF - Family Services Division (FSD)	Daily	Creates file of child support obligations and collections to FTP to Family Services Division Creates a report of Family Bonuses (FMBO) issued to custodial parents for which child support was collected 2 months prior to the check period issuance date.	FTP Program	Outbound		Family Services Division server				Batch
IVD QTR XFR FOR FMBO	OCS	Quarterly		SFTP	Outbound		ahsfiles				Batch

IV-D INITIAL ST TAX	OCS	WDAY.1 AND OCTOBER	Creates notices absent parents with arrears	FTP Program	Outbound		OCS cold server (imaging)					Batch
Annual State Tax Certification	VT Department of Taxes	WDAY.1 AND DECEMBER	Annual child support report to Department of Taxes	Manual	Outbound		Dept. of Taxes					Batch
Tax Locate	VT Department of Taxes	DAY.L AND (FEBRUARY OR MAY OR SEPTEMBER)	Generates a file of all active cases to Dept. of Taxes for locate matches	Manual	Outbound		Dept. of Taxes					Batch
Tax Locate	VT Department of Taxes	Daily	Print locator matches received from Dept. of Taxes	Manual	Inbound	Dept. of Taxes						Batch
INSURANCE INTERCEPT	RHODE ISLAND OCS	WDAY.11		FTP Program	Outbound							Batch
Newhire to Feds	US Dept. of Health & Human Services (HHS)	Daily	Sends new hire information from DOL to SSA	CyberFusion	Outbound		SSA					Batch
Newhire from DET	VT Department of Labor (DOL)	Daily	New hire file from DOL to the mainframe									Batch
Wage Quarterly to Feds	US Dept. of Health & Human Services (HHS)	Daily	DOL creates the file and FTPs to the mainframe. Contact: Michele.hill@vermont.gov and 828-5224 from DOL									Batch
Unemployment Quarterly to Feds	US Dept. of Health & Human Services (HHS)	Daily	DOL creates the file and FTPs to the mainframe. Contact: Michele.hill@vermont.gov and 828-5224 from DOL									Batch
Weekly Wage Request to Feds	US Dept. of Health & Human Services (HHS)	Daily	DOL creates a file requesting wages and it's submitted to SSA	CyberFusion	Inbound/Outbound	DOL	SSA					Batch
IRS Collections File	Internal Revenue Services (IRS)	Daily	Sends email to OCS when files is received successfully		Inbound	IRS						Batch
Weekly TOP reject report	Internal Revenue Services (IRS)	Daily										Batch
DMV IVD MATCH	VT Department of Motor Vehicles (DMV)	WDAY.3		Internal to mainframe	Inbound	DMV						Batch
Load VHC Elig File	Vermont Health Connect (VHC)	DAILY	Reads incoming VHC Elig file and stores records to CRM-INFC06101. Creates discrepancy report which is sent to DCFRPTS for BASU.	SFTP	Inbound	VHC		Yes				Batch
Process PBM Request	Vermont Health Connect (VHC)	DAILY	Reads & processes incoming VHC Elig file and stores records to CRM-INFC06101. Creates discrepancy report which is sent to DCFRPTS for BASU. Initiates PASJRJFH goose to PBM.	SFTP	Inbound	VHC		Yes				Batch
FS-INTERIUM CLOSURE		REFEVENT 828 - 1 DAY	Creates Fuet+3Squares Fail to Review Closure notices and Interim Closure notices and sends them to the Notice Server for printing at BGS	FTP Program	Outbound		AHSINTFTPSRV					Batch
SSMIS Child Response - Financial Data	DCF Family Services; SSMIS (Social Services Management Information System)	Weekdays (nightly)	Gathers household financial information based on a list of child SSNs that gets passed to the Mainframe by the SSMIS. SSMIS (via client server) sends the list of child SSNs to the mainframe, the mainframe reads thru HH data to collect the information, and then SSMIS picks the return file up once it's written.	SFTP	Inbound/Outbound		SSMIS (client server)					Batch
FS NDNH OUTPUT	DCF - ESD	Monthly	Return file received from SSA. Information stored to NDNH06701 file. Extract sent to DCFRPTS	Cyberfusion	Inbound	SSA	AHSINTFTPSRV					Batch
FS NDNH INPUT	DCF - ESD	DAY.18	All new pending/active 3SQ cases from the last 6 weeks have data collected and submitted to SSA for NDNH verification.	Cyberfusion	Outbound		SSA					Batch
SSA FOSTER CARE		Daily	SSMIS sends a file to \\ahel\ahsfiles\AHS ALL SHARE\DCF-ISO\Client_Server\SSA Data Exchange\Production which is then sent to the mainframe via Globalscape. This is forwarded to the SSA through Cyberfusion	Cyberfusion	Outbound		SSA					Batch
3Sq Expungement Notices	DCF - ESD	Daily	File received from FIS daily. Contains list of clients whose benefits are set to expire at certain date thresholds. Notices sent out for those under "period 3" which denotes 30 days until expiration. Notices are for 3SQ benefit types only.	Connect Direct	Inbound	FIS	Notices					Batch
PAS3EAVL	DVHA-LTC	Monthly	Provides details about LTC persons up for renewal to the Public Consulting Group (PCG) so that they can provide information via an electronic asset verification system (eAVS)	Globalscape	Outbound	Mainframe	PCG	Yes				Batch
PAS3AVSE	DVHA	Monthly	Provides details about MABD persons up for renewal to the Public Consulting Group (PCG) so that they can provide information via an electronic asset verification system (eAVS)	Globalscape	Outbound	Mainframe	PCG	Yes				Batch
PAS3AVSR	DVHA	Monthly	Provides details about MABD persons up for renewal to the Public Consulting Group (PCG) so that they can provide information via an electronic asset verification system (eAVS)	Globalscape	Outbound	Mainframe	PCG	Yes				Batch
Upload Payer Initiated Eligibility Benefit data onto the Mainframe	COB	On File Receipt	Provides data for persons with payer initiated eligibility in order to update or add insurance data in ACCESS	Globalscape	Inbound	Gainwell > Globalscape	Mainframe	Yes				Batch
DMH - Mental Health Services (formerly MCIS) CRT	VT Department of Mental Health		DMH interfaces with ACCESS to pass Case Rate Treatment (CRT) eligibility data to facilitate billing by MMIS. EntireX	EntireX	Both							Real-time
VDH - Ladies First Program	VT Department of Health		VDH interfaces with ACCESS to pass Ladies First eligibility data to facilitate billing by MMIS. EntireX	EntireX	Both							Real-time
Bright Futures	Department for Children and Families		BFIS interfaces with ACCESS to look up Medicaid information. EntireX	EntireX	Both							Real-time
IVR - Interactive Voice Response	Department for Children and Families		IVR updates IVR-CASE-ID. EntireX	EntireX	Inbound							Real-time
Notice Server	Department for Children and Families		Notices for all programs. EntireX	EntireX	Both							Real-time
Child Support web application	Department for Children and Families		Look up for child support information. EntireX	EntireX	Both							Real-time
Child Support notice server	Department for Children and Families		EntireX	EntireX	Both							Real-time

Description	Entity	Frequency	Transmission	Inbound/Outbound	Batch/Realtime
FTP THE REA SELECTED FILE TO UIPUBLIC	Internal - VDOL	weekly	FTP	Outbound	Batch
FTP DEBTOR FILE	Internal - VDOL	annual	FTP	Outbound	Batch
FTP PATH WAGE REQUEST FILE TO AHS DCF	Internal - VDOL	monthly	FTP	Outbound	Batch
START FTP OF LST CLASS 4 TO FILESERVER	Internal - VDOL	twice daily	FTP	Outbound	Batch
FTP Inbound VISION VENDOR	Internal - VDOL	daily	FTP	Inbound	Batch
FTP Inbound VISION WARRANT	Internal - VDOL	daily	FTP	Inbound	Batch
FTP PAYROLL TO PCFIREC	Internal - VDOL	request	FTP	Inbound	Batch
FTP VISFARB FILE	Internal - VDOL	daily	FTP	Outbound	Batch
FTP Inbound DET FARBIL	Internal - VDOL	daily	FTP	Inbound	Batch
FARBILLS FTP Inbound	Internal - VDOL	daily	FTP	Inbound	Batch
GENERIC Inbound AND REPRO JOB FOR ECDS FILE	Internal - VDOL	request	FTP	Inbound	Batch
FTP LADT PROCESSING	Internal - VDOL	weekly	FTP	Outbound	Batch
FTP LADT PROCESSING	External - ICON	weekly	SFTP	Inbound	Batch
FTP LADT PROCESSING	External - ICON	weekly	SFTP	Inbound	Batch
FTP LADT PROCESSING	External - ICON	weekly	SFTP	Inbound	Batch
FTP LADT PROCESSING	External - ICON	weekly	SFTP	Inbound	Batch
FTP LADT PROCESSING	External - ICON	weekly	SFTP	Inbound	Batch
FTP EXPORT FILE	External - ICON	daily	SFTP	Outbound	Batch
UCX REQUEST EXPORT PROCESSING	External - ICON	daily	SFTP	Outbound	Batch
FTP DAILY OUTGOING ICON RECORDS	Internal - VDOL	daily	FTP	Outbound	Batch
FTP DAILY OUTGOING ICON RECORDS	Internal - VDOL	daily	FTP	Outbound	Batch
FTP DAILY INCOMING ICON RECORDS	External - ICON	daily	SFTP	Inbound	Batch
FTP DAILY INCOMING ICON RECORDS	External - ICON	daily	SFTP	Inbound	Batch
FTP DAILY INCOMING ICON RECORDS	External - ICON	daily	SFTP	Inbound	Batch
UCFE IMPORT	External - ICON	daily	SFTP	Inbound	Batch
UCX RESPONSE IMPORT	External - ICON	daily	SFTP	Inbound	Batch
FTP IB6 RESPONSE FROM LOCKHEED MARTIN	External - ICON	daily	SFTP	Inbound	Batch
FTP IB6 RESPONSE FROM LOCKHEED MARTIN	External - ICON	daily	SFTP	Inbound	Batch
FTP IB6 RESPONSE FROM LOCKHEED MARTIN	External - ICON	daily	SFTP	Inbound	Batch
INQUIRY FROM LOCKHEED MARTIN VIA FTP	External - ICON	weekly	SFTP	Outbound	Batch
INQUIRY RESPONSE FROM LOCKHEED MARTIN VIA FTP	External - ICON	weekly	SFTP	Inbound	Batch
INQUIRY RESPONSE FROM LOCKHEED MARTIN VIA FTP	External - ICON	weekly	SFTP	Inbound	Batch
INQUIRY RESPONSE FROM LOCKHEED MARTIN VIA FTP	External - ICON	weekly	SFTP	Inbound	Batch
INQUIRY RESPONSE FROM LOCKHEED MARTIN VIA FTP	External - ICON	weekly	SFTP	Inbound	Batch
QTRLY CROSSMATCH REQUESTS OUT	Internal - VDOL	quarterly	FTP	Outbound	Batch
FTP QUARTERLY REQUEST IN REPORT	External - ICON	quarterly	SFTP	Inbound	Batch
FTP QUARTERLY REQUEST INCOMING ICON RECORDS	External - ICON	quarterly	SFTP	Inbound	Batch
FTP QTRLY OUTGOING ICON QTR RESP RECORDS	Internal - VDOL	quarterly	FTP	Outbound	Batch

[illegible]

FTP TAX VITWS FILE TO SERVER	Internal - VDOL	quarterly	FTP	Outbound	Batch
COPY WAGE VITWS FILE TO SERVER	Internal - VDOL	quarterly	FTP	Outbound	Batch
FTP NEWHIRE XMATCH FILE TO SERVER	Internal - VDOL	weekly	FTP	Outbound	Batch
CREATE G2 FROM TAX OFFSET FILE	Internal - VDOL	semi-weekly	FTP	Inbound	Batch
FTP NHMTCH FILE TO MAINFRAME	Internal - VDOL	daily	FTP	Inbound	Batch
FTP NHMTCH FILE TO MAINFRAME	Internal - VDOL	daily	FTP	Inbound	Batch
FTP NHMTCH FILE TO MAINFRAME	Internal - VDOL	daily	FTP	Inbound	Batch
FTP FILE FROM SERVER C3 NEWHIRE TRANSACTIONS	Internal - VDOL	daily	FTP	Inbound	Batch
FTP EXPORT FILE TO MAINFRAME	Internal - VDOL	daily	FTP	Inbound	Batch
FTP WEB CHANGE FILE FROM NEW HIRE SERVER	Internal - VDOL	daily	FTP	Inbound	Batch
FTP NHMTCH FILE TO MAINFRAME PROCESS ATR A8W REC	Internal - VDOL	daily	FTP	Inbound	Batch
FTP CHANGE FILE TO MAINFRAME - GENERATE A3 TRANS F	Internal - VDOL	daily	FTP	Inbound	Batch
	Internal - VDOL	daily	FTP	del	Batch
FTP CHANGE FILE TO MAINFRAME - GENERATE A3 TRANS F	Internal - VDOL	daily	FTP	Inbound	Batch
	Internal - VDOL	daily	FTP	del	Batch
Inbound THE SIDES PIN FILE FROM UIINTERNAL	Internal - VDOL	daily	FTP	Inbound	Batch
Inbound THE SIDES PIN FILE FROM UIINTERNAL	Internal - VDOL	daily	FTP	Outbound	Batch
	Internal - VDOL	daily	FTP	Inbound	Batch
FTP STC EXPORT FILE TO MAINFRAME - CREATE Z9 FROM W	Internal - VDOL	daily	FTP	Inbound	Batch
FTP EXPORT FILE TO MAINFRAME - DIRECT DEPOSIT WEB R	Internal - VDOL	daily	FTP	Inbound	Batch
FTP F1/F2 CLAIM FILE FROM SERVER	Internal - VDOL	daily	FTP	Inbound	Batch
Inbound NMAS NM10 ISSUE FILE	Internal - VDOL	daily	FTP	Inbound	Batch
Inbound NMAS NM50 CALL SCHED FILE	Internal - VDOL	daily	FTP	Inbound	Batch
FTP COVER LETTER FILE FROM MAINFRAME TO SERVER	Internal - VDOL	daily	FTP	tbd	Batch
FTP EMPLOYER ALPHA FILE TO CALL CENTER	Internal - VDOL	daily	FTP	Outbound	Batch
FTP EMPLOYER INDICATOR FILE TO CALL CENTER	Internal - VDOL	daily	FTP	Outbound	Batch
FTP DIRECT DEPOSIT PRENOTE	Internal - VDOL	daily	FTP	Outbound	Batch
FTP CLAIM FILE TO SERVER	Internal - VDOL	daily	FTP	Outbound	Batch
FTP WEB ONET FILE FROM CALL CENTER SERVER	Internal - VDOL	daily	FTP	Inbound	Batch
FTP CLAIM FILE TO SERVER	Internal - VDOL	daily	FTP	Outbound	Batch
FTP CLAIM FILE TO SERVER	Internal - VDOL	daily	FTP	Outbound	Batch
FTP ELIGIBLE CLAIMANT FILE TO WEB SERVER	Internal - VDOL	daily	FTP	Outbound	Batch
CREATE IVR CLAIMS	Internal - VDOL	daily	FTP	Outbound	Batch
FTP MATCH FILE TO DMV SERVER	Internal - VDOL	daily	FTP	Outbound	Batch
FTP MATCH FILE TO DMV SERVER	Internal - VDOL	daily	FTP	Outbound	Batch
FTP CLAIM FILE TO SERVER	Internal - VDOL	daily	FTP	Outbound	Batch
FTP POSITIVE PAY FILE TO FPSVR	Internal - VDOL	daily	FTP	Outbound	Batch
FTP CLAIM FILE TO SERVER - EMERGENCY CHECK FILE	Internal - VDOL	daily	FTP	Outbound	Batch
FTP DIRECT DEPOSIT FILE	Internal - VDOL	daily	FTP	Outbound	Batch

FTP IMPORT - RESEA FOLLOWUP LETTERS	Internal - VDOL	daily	FTP	Inbound	Batch
VABS ISSUE FILE TO NMAS	Internal - VDOL	daily	FTP	append	Batch
FTP NHMTCH FILE TO MAINFRAME - PROCESS ATR D20 REQ	Internal - VDOL	daily	FTP	Inbound	Batch
FTP DEBTOR FILE	Internal - VDOL	daily	FTP	Inbound	Batch
FTP OUTOutbound FILE	Internal - VDOL	daily	FTP	Outbound	Batch
FTP CHILD SUPPORT FILE TO CIT	Internal - VDOL	daily	FTP	Outbound	Batch
INQUIRY WRIS REQUESTS FROM LOCKHEED MARTIN VIA FT	External - ICON	daily	SFTP	Inbound	Batch
FTP RESPONSE FILE TO LMDS	Internal - VDOL	daily	FTP	Outbound	Batch
FTP HCTC EXPORT - FILE TO LMDS	Internal - VDOL	daily	FTP	Outbound	Batch
INQUIRY WRIS2 REQUESTS FROM LOCKHEED MARTIN VIA F	External - ICON	daily	SFTP	Inbound	Batch
FTP RESPONSE FILE TO LMDS	Internal - VDOL	daily	FTP	Outbound	Batch
FTP THE SG01 CLAIMANT FILE TO UISQLSVR	Internal - VDOL	daily	FTP	Outbound	Batch
FTP THE SG07 BPH FILE TO UISQLSVR	Internal - VDOL	daily	FTP	Outbound	Batch
COPY TO EDIT FILE	Internal - VDOL	daily	FTP	append	Batch
SIDES SUPPORT FILE FTP	Internal - VDOL	daily	FTP	Outbound	Batch
Inbound THE SIDES PIN FILE FROM UIINTERNAL	Internal - VDOL	daily	FTP	Inbound	Batch
DAILY PIU OPAYS	Internal - VDOL	daily	FTP	Outbound	Batch
FTP THE RES OUTOutbound FILE TO UIPUBLIC	Internal - VDOL	weekly	FTP	Outbound	Batch
FTP FILE /LMI/DWN/PROMIS - CREATE PROMIS DATA FILE	Internal - VDOL	weekly	FTP	Outbound	Batch
FTP NDNH XMATCH FILE TO OCS	Internal - VDOL	weekly	FTP	Inbound	Batch
NDNH MATCH HITS	Internal - VDOL	weekly	FTP	Outbound	Batch
WEEKLY VETERANS INITIAL CLAIM FILE	Internal - VDOL	weekly	FTP	Outbound	Batch
FTP MATCH FILE TO FINANCE SERVER	Internal - VDOL	monthly	FTP	Outbound	Batch
MONTHLY RECORDS FOR CONTINUED CLAIMS BENEFIT VAL	Internal - VDOL	monthly	FTP	Outbound	Batch
TBD	Internal - VDOL	monthly	FTP	Outbound	Batch
TBD	Internal - VDOL	monthly	FTP	Outbound	Batch
TBD	Internal - VDOL	quarterly	FTP	Outbound	Batch
QTRLY BENEFIT VALIDATIONS	Internal - VDOL	quarterly	FTP	Outbound	Batch
TBD	Internal - VDOL	quarterly	FTP	Outbound	Batch
TBD	Internal - VDOL	quarterly	FTP	Outbound	Batch
TBD	Internal - VDOL	quarterly	FTP	Outbound	Batch
TBD	Internal - VDOL	quarterly	FTP	Outbound	Batch
TBD	Internal - VDOL	quarterly	FTP	Outbound	Batch
TBD	Internal - VDOL	quarterly	FTP	Outbound	Batch
CLAIM/OVERPAYMENT FILE FOR SID / ACS	Internal - VDOL	monthly	FTP	Outbound	Batch
FTP QTRY WRIS FILE TO ACS	Internal - VDOL	quarterly	FTP	Outbound	Batch
SEND DATA ENTRY INOutbound TO FILE SERVER	Internal - VDOL	daily	FTP	Outbound	Batch
FTP WAGE EDIT FILE TO SERVE	Internal - VDOL	daily	FTP	Outbound	Batch
WAGE HEALTHCONNECT SELECTION	Internal - VDOL	quarterly	FTP	Outbound	Batch

Description	Entity	Frequency	Transmission	Inbound/Outbound	Batch/Realtime	Application	Comment
51750	NIC	daily	sFTP	Inbound	Batch	DMV	
FT001	Internal AOT	daily	sFTP	Outbound	Batch	DMV	
FT002	Internal AOT	daily	sFTP	Outbound	Batch	DMV	
FT003	Internal AOT	daily	sFTP	Outbound	Batch	DMV	
FT004	Internal AOT	daily	sFTP	Outbound	Batch	DMV	
FT005	Internal AOT	daily	sFTP	Outbound	Batch	DMV	
FT006	Internal AOT	daily	sFTP	Outbound	Batch	DMV	
FT007	Internal AOT	daily	sFTP	Outbound	Batch	DMV	
FT008	Internal AOT	daily	sFTP	Outbound	Batch	DMV	
FT009	Internal AOT	daily	sFTP	Outbound	Batch	DMV	
FT010	Internal AOT	daily	sFTP	Outbound	Batch	DMV	
FT011	Internal AOT	daily	sFTP	Outbound	Batch	DMV	
FT012	Internal AOT	daily	sFTP	Outbound	Batch	DMV	
FT03B	Internal AOT	daily	sFTP	Outbound	Batch	DMV	
FT087	Internal AOT	workday	sFTP	Outbound	Batch	DMV	
FT31G	Internal AOT	workday	sFTP	Outbound	Batch	DMV	
FT215	Internal AOT	workday	sFTP	Outbound	Batch	DMV	
FT380	Internal AOT	workday	sFTP	Outbound	Batch	DMV	
51600	Internal AOT	workday	sFTP	Outbound	Batch	DMV	
FT502	Internal AOT	monthly	sFTP	Outbound	Batch	DMV	
FT532	Internal AOT	workday	sFTP	Outbound	Batch	DMV	
51998	Internal AOT	M, T, W, TH, Sat	sFTP	Outbound	Batch	DMV	
53021	Internal AOT	workday	sFTP	Outbound	Batch	DMV	
54378	Internal AOT	request	sFTP	Outbound	Batch	DMV	
5519C	Internal AOT	monthly	sFTP	Outbound	Batch	DMV	
5519F	Internal AOT	monthly	sFTP	Outbound	Batch	DMV	
5522A	Internal AOT	monthly	sFTP	Outbound	Batch	DMV	
5532A	Internal AOT	yearly	sFTP	Outbound	Batch	DMV	
59050	Internal AOT	workdays ** 100x + per day	sFTP	Outbound	Batch	DMV	
FT38A	Internal AOT	request	sFTP	Outbound	Batch	DMV	
5599F	Internal AOT	workdays	sFTP	Outbound	Batch	DMV	
59500	Internal AOT	annual	sFTP	Outbound	Batch	DMV	
59503	Internal AOT	annual	sFTP	Outbound	Batch	DMV	
59504	Internal AOT	annual	sFTP	Outbound	Batch	DMV	
5103A	Judicial	daily	FTP	Inbound	Batch	DMV	
5107A	Internal AOT	request	FTP	Inbound	Batch	DMV	
53020	Internal AOT	workdays	FTP	Inbound	Batch	DMV	
5931F	VDOL	workdays	FTP	Inbound	Batch	DMV	
5914A	Internal AOT	weekly	FTP	Inbound	Batch	DMV	
5108C	Internal AOT	workdays	FTP	Inbound	Batch	DMV	
5102B	Internal AOT	workdays	FTP	Inbound	Batch	DMV	
59731	Internal AOT	workdays	FTP	Inbound	Batch	DMV	
5974A	Internal AOT	workdays	FTP	Inbound	Batch	DMV	
5961A	Internal AOT	workdays	FTP	Inbound	Batch	DMV	
51090	Internal AOT	workdays	FTP	Inbound	Batch	DMV	
5503E	Internal AOT	workdays	FTP	Inbound	Batch	DMV	
53020	Internal AOT	workdays	FTP	Inbound	Batch	DMV	
52218	Internal AOT (dept of health)	monthly	FTP	Inbound	Batch	DMV	
5938C	Internal AOT	workdays	FTP	Inbound	Batch	DMV	
5507a	Internal AOT	request	FTP	Inbound	Batch	DMV	

55031	Internal AOT	workdays	FTP	Inbound	Batch	DMV	
5103A	Judiciary	daily, (may run more once)	FTP	Inbound	Batch	DMV	
	AAMVA UNI (PDPS, CDLIS, SSOLV)	Daily 100x plus	CICS Online	Inbound / outbound	Real-time	DMV	
Message Switch DPS	National Law Enforcement Telecommunication System (NLETS)	Daily 100x plus	CICS Online	Inbound / outbound	Real-time	DMV	
JVPIN	Internal AOT	workdays	sFTP	Inbound	Batch	STARS	
JFTEP	Internal ERP	weekly	sFTP	Inbound	Batch	STARS	
JFTCD	Internal ERP	bi-weekly	sFTP	Inbound	Batch	STARS	
JFTVE	Internal ERP	bi-weekly	sFTP	Inbound	Batch	STARS	
JFTVF	Internal ERP	workdays	sFTP	Inbound	Batch	STARS	
JBL16	Internal AOT	weekly	sFTP	Outbound	Batch	STARS	
JFA10	Internal AOT	monthly	sFTP	Inbound	Batch	STARS	
JFTVI	Internal ERP	workdays	sFTP	Inbound	Batch	STARS	
JFTVO	Internal ERP	workdays	sFTP	Outbound	Batch	STARS	
JFTWT	Internal ERP	Not Fri Not Sat	sFTP	Inbound	Batch	STARS	
JFTPF	Internal ERP	monthly	sFTP	Inbound	Batch	STARS	
JRE04	Internal AOT	monthly	sFTP	Inbound	Batch	STARS	
JRE05	Internal AOT	monthly	sFTP	Inbound	Batch	STARS	
JRE06	Internal AOT	monthly	sFTP	Inbound	Batch	STARS	
JCPMT	Internal AOT	request	sFTP	Inbound	Batch	STARS	
JFTRC	Internal AOT	monthly	sFTP	Outbound	Batch	STARS	
JSH02	Internal AOT	quarterly	sFTP	Outbound	Batch	STARS	
JICE1 JFTCF JFTBM JFTV1 JFTRP JIM06 JIFCS	Internal AOT	workdays	sFTP	Outbound	Batch	STARS	Reports
JICE3	Internal AOT	weekly	sFTP	Outbound	Batch	STARS	Reports
JVEBM	Internal AOT	bi-weekly	sFTP	Outbound	Batch	STARS	Reports
JIR01 JIB01 JFTEX JFTRE JIVRR JIVTR JIVTT JIP1B JIIA1 JIP01	Internal AOT	monthly	sFTP	Outbound	Batch	STARS	Reports
JIH01 JIH09 JIH02 JIH03	Internal AOT	quarterly	sFTP	Outbound	Batch	STARS	Reports
JIFPG JIERP JIH07 JIH08	Internal AOT	yearly	sFTP	Outbound	Batch	STARS	Reports

JFT11 JFT19 JFT21 JFT22 JFT14 JFT16 JTD27A JT27I JFT29 JFT30 JFT33 JFT40 JFT56 JTD04 JFT56 JTD04 JTD30 JTD22 JTD75 JTD65 JT22L JTD76 JTD77	Internal AOT	workdays	sFTP	Outbound	Batch	STARS	Extracts
JT27C JT27S JTD28 JTD55 JTD02 JTD02 JFT80	Internal AOT	weekly	sFTP	Outbound	Batch	STARS	Extracts
JTD20 JTD23 JTD43 JTD46 JTD05 JFT17 JFT27	Internal AOT	monthly	sFTP	Outbound	Batch	STARS	Extracts

JCPYE JTD09 JTD10 JTD11 JTD12 JFT15 JTD15 JFT28 JTD33 JTD34 JTD35 JTD37 JTD40 JTD48 JTD82 JFT86							
	Internal AOT	Ad hoc	sFTP	Outbound	Batch	STARS	Extracts
VTBUYS	Internal AOT	workday - 2x	sFTP	Outbound	Batch	STARS	Extracts
VTBUYS	Internal AOT	workday - 2x	sFTP	Inbound	Batch	STARS	Extracts
TEST with VISION	Internal ERP	Ad hoc	sFTP	Outbound	Batch	STARS	Extracts

VTIES Project Contractor Deliverables List

Deliverable Title	Description
Transition-In Plan	The solution contractor(s) will provide a Transition-In Plan for approval by the State. The Plan will contain transition task descriptions, creation of all required processes, an organization chart, and job descriptions for all support staff. It is expected that vendor will assist in the migration of data and applications from the current data centers (prime and disaster recovery) and mainframe environments. The plan should help the State understand the task related to the vendor becoming ready to perform its roles and responsibilities by mainframe environment detailed out in Appendix 4 Roles & Responsibilities.
Master Test Plan	Details the comprehensive testing approach, in collaboration with the State, for all testing levels.
Implementation Plan	Information on technical challenges and incremental deployment schedule phasing.
Training Plan	SOV staff technical training (plan) and documentation.
Maintenance & Operations Plan	Identifies a transition plan for all operational functions, the processes within them, and the roles responsible for their execution for the State to operate and maintain each milestone and/or phase of the proposed solution, as well as following complete implementation of all required scope.
Business Continuity/Cyber Incident Report/Disaster Recovery (BC/CIR/DR) Plan	The solution contractor(s) will provide, test, update, maintain, and submit, for State review and approval, a Business Continuity/Cyber Incident Report/Disaster Recovery (BC/CIR/DR) Plan that is aligned to NIST CP-2 and IR-8, current version of NIST-800-53, and NIST 800-34; and meet all Federal and State standards, on an annual basis or more frequently as directed by the State, such as after a major system change that materially affects the BC/DR and CIR Plans.
Migration Plan	Defines the approach, tools, roles, and responsibilities for converting data from legacy systems into the new Solution to include a Data Conversion Plan (e.g., data dictionary, data models, data flow models, process models), Data Quality Plan, Extract/Transform/Load (ETL) Plan.
Roles & Responsibilities (RACI)	RACI demonstrating roles and responsibilities of the project team
Meeting Minutes	Delivery of minutes per State of Vermont EPMO standards for all meetings
Status Reporting	Delivery of status reporting per State of Vermont EPMO standards for status reports
Implementation Activities & Sequencing	Inputs of implementation activities and sequencing to Master Project Schedule
Risk Log*	Log documenting project risks
Issues Log*	Log documenting project issues
Decision Log*	Log documenting project decisions

VTIES Project Contractor Deliverables List

Deliverable Title	Description
Change Log*	Log documenting project change
Formal Acceptance Sign-off	Acceptance and sign-off of tasks and solution product as needed.
Lessons Learned	Lessons learned documented formally during each phase of implementation and as needed thereafter.
Closeout Report	Project closeout report following the end of implementation.
Interface Plan	Detailed Interface Control Document (ICD) definitions for each interface with support from the external system resources. The performance requirements for each interfaces will be specified in this plan.
Capacity Management Plan	Documents the current state of system capacity, analytics on forecasted demand and growth, a gap analysis identifying potential risks and mitigations, and a strategy and action plan defining the approach to address any identified gaps the actions and resources needed to close the gaps and ensure adequate capacity for the systems and services. The plan must be regularly evaluated and revised to reflect changing needs and circumstances.
Availability Plan	Specifies Availability objectives based on the SLA, the architecture requirements for high availability and Disaster Recovery/Business Continuity, the processes and procedures for Availability Management, and stakeholder roles and responsibilities.
Transition-Out Plan	The solution contractor(s) will provide a Transition-Out Plan for approval by the State that complies with the VT IES solution architectural design prior to production support commencement. The Plan will contain transition task descriptions and processes, an organization chart, and job descriptions for all support staff. The State will provide electronic notice if it wishes this transition to be evaluated or enacted.

* Post implementation.

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, [REDACTED] (hereinafter called "State"), and [REDACTED], with a principal place of business in [REDACTED], (hereinafter called "Contractor"). Contractor's form of business organization is [REDACTED]. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of [REDACTED]. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$ [REDACTED].00.

4. **Contract Term.** The period of Contractor's performance shall begin on [REDACTED], 20 [REDACTED] and end on [REDACTED], 20 [REDACTED].

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. **Attachments.** This contract consists of [REDACTED] pages including the following attachments which are incorporated herein:

Attachment A – Statement of Work

- Exhibit 1 – State Technical and Functional Requirements
- Exhibit 2 – Preliminary Implementation Master Schedule
- Exhibit 3 – State Third Party Software
- Exhibit 4 – Contractor Software

Attachment B – Payment Provisions

Attachment C – "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017)

Attachment D – Other Terms and Conditions for Information Technology Implementations

Attachment E – Business Associate Agreement

Attachment F – Agency of Human Services Customary Contract/Grant Provisions

Attachment G – State of Vermont – Federal Terms Supplement (non-construction)

9. ***Order of Precedence.*** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- 1) Standard Contract
- 2) Attachment D Other Terms and Conditions for Information Technology Contracts
- 3) Attachment C (Standard State Provisions for Contracts and Grants)
- 4) Attachment H Business Partner Agreement
- 5) Attachment E Business Associate Agreement
- 6) Attachment F Agency of Human Services Customary Contract/Grant Provisions
- 7) Attachment G State of Vermont – Federal Terms Supplement (non-construction)
- 8) Attachment H Business Partner Agreement
- 9) Attachment A with Exhibits
- 10) Attachment B

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

Date: _____

Signature: _____

Name: _____

Title: _____

By the Contractor:

Date: _____

Signature: _____

Name: _____

Title: _____

**ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED**

1. PURPOSE

This Contract sets forth the terms and conditions under which Contractor agrees to provide to the State with a [web-based,] Contractor-supported _____ (the “Solution”).
The Solution shall _____.

The Contractor shall provide development and design services, project and operations management, support and maintenance, consulting, training, engineering and application development, monitoring, support, backup and recovery, change management, technology updates and upgrades and other professional services as described herein](individually and collectively referred to herein as the “Services”), as necessary for the State’s productive use of the Solution as further set forth in this Contract. This Contract specifies the obligations of each party with additional provisions detailed in the attached Attachments and Exhibits.

2. EXISTING SYSTEMS.

[DESCRIBE]

3. OBJECTIVE

This Contract identifies the tasks required by each party to implement and support the Solution through the following major activities: development of project management planning documentation; requirements collection and validation, Solution design, data migration, configuration, integration and testing; deployment and training; operations, support, and maintenance services, all as detailed herein.

The project will be executed in phases as described herein.

The successful outcome of the project is defined by the following:

- completed in accordance with this Contract and applicable project management planning documentation;
- Resolution of all material functional and operational deficiencies prior to deployment in the production environment;
- completed within budget;
- configured to meet all specified requirements and needs of the State;
- the Solution meets and adheres to all requirements and timeframes set forth in service level terms set forth herein;
- the Solution is fully documented, including but not limited to requirements specifications, architecture, design, configuration, operational environment and user manuals; and
- trained State staff and stakeholders.

4. PERIOD OF INSTALLATION AND IMPLEMENTATION AND TRAINING

The period of installation and implementation and training shall not exceed _____ months from the date of this Contract. Support and maintenance

shall begin upon Solution deployment and shall continue through the Contract Term as the same may be extended by the parties.

5. **DEFINITIONS.** Capitalized terms used in this Contract not specifically defined in the text shall have the following meanings:

- (a) **“Certificate of Acceptance”** means written certification, delivered to Contractor and signed by an authorized representative of the State, stating that any Defects in a particular Phase or the Solution discovered after implementation and testing have been corrected as required under this Contract, and that the Phase complies in all material respects with all of the applicable Requirements.
- (b) **“Certificate of Completion”** means written certification, delivered to the State and signed by an authorized representative of Contractor, stating that any Defects in a particular Phase or the Solution discovered after implementation, testing and Acceptance have been corrected as required under this Contract, and that the Phase or Solution complies in all material respects with all of the applicable Solution Requirements. The State must provide written acceptance to Contractor of any and all Certificates of Completion for them to become effective.
- (c) **“Contractor Personnel”** means and refers to Contractor’s employees and employees of Contractor’s permitted subcontractors or permitted agents assigned by Contractor to perform Services under this Contract.
- (d) **“Defect”** means any failure by the Solution or any Phase or component thereof to conform in any material respect with applicable Requirements.
- (e) **“Defect Correction”** means either a modification or addition that, when made or added to the Solution, establishes material conformity of the Solution to the applicable Requirements, or a procedure or routine that, when observed in the regular operation of the Solution, eliminates the practical adverse effect on the State of such nonconformity.
- (f) **“Documentation”** means any and all descriptions and specifications of the Requirements included herein or created or developed hereunder, operational, functional and supervisory reference guides, manuals and instructive materials, in whatever form and regardless of the media on which it may be contained, stored or transmitted, which is developed, prepared, used or otherwise available from Contractor and/or Contractor’s suppliers, in connection with and applicable to the provision, use, operation and support of the Services hereunder. Documentation shall be sufficient to enable State personnel to understand, operate, use, access, support, maintain, update and modify Services, notwithstanding that Contractor is or may be responsible for any or all of the foregoing obligations. Documentation shall also include all standards applicable to the Services, including those applicable to: (i) Contractor for its own comparable items or services; (ii) the State for its own comparable items or services; and (iii) such standards and guidelines as the parties mutually agree apply to the Services involved.
- (g) **“Final Acceptance”** means the issuance of Certificate of Acceptance executed by the

State which specifies the mutually agreed upon Go Live Date for the Solution.

- (h) **“Facilities”** means the physical premises, locations and operations owned or leased by the State (a “State Facility”) or the Contractor (a “Contractor Facility”), and from or through which the Contractor and/or its permitted contractors will provide any Services.
- (i) **“Go Live Date.”** The date that the all or any part of the entire Solution is first available for use by the State in an operational, non-test environment, utilizing actual production data.
- (j) **“Phases.”** A particular portion of the Solution, as set forth in the Implementation Master Schedule or as may be modified in accordance with this Contract. Unless modified by written agreement of the parties, the five project Phases are Solution Definition and Design, Requirements Gathering, Customization, Deployment, Training and Maintenance and Support.
- (k) **“Requirements”** means the State’s baseline Functional and Technical Requirements attached as Exhibit 1 to Attachment A of this Contract.
- (l) **“Service Level”** means the specific level of performance Contractor is required to comply with and adhere to in providing the Services in conformity with the Requirements, consistent with the criteria and parameters specified in this Contract. Service Level Terms are set forth in Attachment [REDACTED] to this Contract.

6. PROJECT MANAGEMENT

The scope of work as detailed below describes the services, deliverables and key assumptions. Contractor will develop an overall project schedule that details the tasks, timelines, and deliverables for the fully integrated solution.

6.1. CONTRACTOR PROJECT MANAGEMENT AND SUPPORT

6.1.1 CONTRACTOR’S PROJECT MANAGER

Contractor will designate an individual to serve as the **“Contractor Project Manager”** who will: (i) be a senior employee within Contractor’s organization, with the information, authority and resources available to properly discharge the responsibilities required hereunder; (ii) serve as primary point of contact and the single-point of accountability and responsibility for all Contract-related questions and issues and the provision of Services by Contractor; (iii) have day-to-day responsibility for, and authority to manage, State customer satisfaction; (iv) devote full time and dedicated efforts to managing and coordinating the Services; and (v) be located at State Facilities or such other appropriate location as Contractor and the State may mutually agree.

Contractor’s Project Manager shall be responsible for all tasks necessary to manage, oversee, and ensure success of the project. These tasks include documenting requirements, developing and updating project plans, assigning staff, scheduling meetings, developing and publishing status reports, addressing project issues, risks, and change orders, and preparing presentations for the State.

Contractor's project manager shall be responsible for the successful delivery of all Contractor tasks and subtasks defined in the Project Management Plan (as defined herein). Progress will be monitored and plans adjusted, as necessary, in project status meetings. The Project Management Plan deliverables (for both State and Contractor tasks) shall be updated by the Contractor, subject to review and approval of the State, and reports printed for each status meeting.

Contractor's project manager shall be responsible for developing and implementing the following project management documentation:

Deliverable	Description	Update Frequency
Project Charter	The Project Charter provides basic information about the project. It includes a: Scope Statement (what's in and out of scope); list of Project Deliverables; high level Project Timeline; Key Roles & Responsibilities; known Risks, Assumptions and/or Constraints. It should be signed off on by the State.	Once unless there are changes
Project Management Plan	<p>The Project Management Plan will dictate specifics on how the Contractor Project Manager will administer the project and will include the following documentation:</p> <ol style="list-style-type: none">1. Change Management Plan (will dictate how changes will be handled including any Service level terms on over/under estimates)2. Communication Management Plan (will dictate what will be communicated, to who, and how often)3. Requirements Management Plan (will dictate the approach that the requirements will be gathered, approved, and maintained)4. Human Resources Management Plan (will dictate what resources will be assigned to the project, for how long, under what allocation, who they report to, and how to handle changes to the resource plan)5. Procurement Management Plan (will dictate how the vendor(s) will interact with the project and expectations regarding vendor relations with State resources)6. Quality Management Plan (will dictate the quality controls over the work being done on the project as well as determine Key Performance Indicators – this document is not limited to deliverables)	

	<p>7. Risk and Issues Management Plan (will dictate how risks and issues will be managed over the course of the project)</p> <p>8. Scope Management Plan (will dictate how the scope will be maintained to prevent “scope creep”)</p>	
Formal Acceptance Criteria	Criteria that establishes what the acceptance and rejection criteria of each document on this list.	
Formal Acceptance Sign Off	Obtain sign-off at the completion of each project deliverable as defined by the formal acceptance criteria.	
Change Requests	Formal document which outlines any changes to the Contract scope, schedule, budget, and resources.	
Change Requests Log	Tracks the specific change requests approved and their impact to the project scope, budget and schedule.	
Budget Log	Outlines original Contract costs by deliverable with billed and paid-to-date information.	
Risk Log	A log of all risks (opened or closed) that could impact the project. Risks should be outlined by their impact and their potential to occur. All risks should have an owner.	
Issue/Action Items/Decision Log	A Log of open and resolved/completed Issues. Issues should be outlined by their impact, owner, date of occurrence, and remediation strategy.	
Decision Log	A log of all decisions made over the course of the project. Decisions should have a date and name of decider.	
Requirements Documents	<p>Finalized list of the project requirements to be approved by the State. The approach is dictated by the Requirements Management Plan (see Project Management Plan), and can include:</p> <ul style="list-style-type: none"> • Stated requirements document (SRD): The SRD contains current state process flows, user stories, and business rules and states the business need at a high level. • Business requirements document (BRD): The BRD contains a medium level of requirements as well as required metrics of project success. • Functional requirements document (FRD): The FRD contains detailed requirements that can be handed off to the Contractor for execution. 	

Test Plans	A description of the testing approach, participants, sequence of testing and testing preparations	Once
Test Cases & Results	The specific test cases to be tested and the testing results. Test Cases tie back to the project requirements (to ensure each one has been met).	Create once then update with Results
Implementation Master Schedule	The IMS outlines how the project will go-live and will include a mini-project plan for the exact events that need to occur assigned to the resources that need to do them and the timeframe for when they need to get done. (See Section 4.4 for more detail.)	Once per implementation
Project Status Reports	Provides an update on the project health, accomplishments, upcoming tasks, risks and significant issues. The Status Report and the project color being report shall be developed in consultation with the State business lead and State project manager, as set forth in greater detail in Section 4.2.2.	Weekly
Project Phase Audit/Gate Check	At the end of each Phase, the Contractor Project Manager shall submit an audit of all deliverables and milestones achieved during the Phase to the State Project manager for review.	Once per phase.
Meeting Agenda/ Minutes	All scheduled meetings will have an agenda and minutes. The minutes shall contain risk issues, action items, and decision logs. Minutes shall be transcribed over to the main logs.	Per occurrence
End of Project Metrics	These are metrics that reflect how well the project was performed. Metrics will be outlined in the Quality Management Plan	
Lessons Learned	A compilation of the lessons learned having 20/20 hindsight. Lessons learned shall be delivered in an Excel template and collected from each of the State and Contractor project team members to get a full 360 degree view of the project in retrospect.	Once
Closeout Report	This report will include all the lessons learned, project metrics, and a summary of the project's implementation and outcome in operation.	Once

Contractor shall use State templates for the foregoing, unless otherwise approved by the State. The State Project Manager shall be responsible for the review and acceptance of project management documentation.

Contractor's project manager shall assist the State's project manager (upon request) in creating materials for periodic presentations to State project sponsors and key stakeholders. Contractor's project manager may be required to present information to, and answer questions from, State stakeholders at these presentations.

6.1.2 PROJECT MANAGEMENT AND SUPPORT

The Contractor will apply PMI (Project Management Institute's PMBOK) principles to ensure on-time and within-budget delivery of the Solution, while meeting all of the Requirements in this Contract. The State will approve all project management methods and tools used during the project. These project management methods and tools are considered project deliverables.

6.1.3 KEY PROJECT STAFF

Contractor will perform and support the Services consistent with this Contract and the Solution Requirements. Contractor Personnel will be properly educated, trained and qualified for the Services they are to perform and Contractor will put appropriate training in place to meet initial and ongoing training requirements of Contractor Personnel assigned to perform Services.

- (a) Contractor shall be responsible, at its own cost and expense, for any and all recruitment, hiring, Contractor-specific training, education and orientation for all Contractor Personnel assigned or to be assigned to perform Services or support the Requirements.
- (b) All Contractor Personnel, in addition to any Contractor security policies and procedures, shall be required to comply with the security requirements in this Contract
- (c) Contractor shall conduct its hiring process in compliance with all applicable Federal and State laws to include, but not be limited to, anti-discrimination laws.
 - (i) **Eligibility for Employment:** Contractor shall verify that all prospective employees are eligible for employment in the United States.
 - (ii) **Criminal Records:** Contractor or an agent of Contractor shall perform criminal background checks on all prospective employees utilizing a national criminal database acceptable to the State. Before any Contractor Personnel begin work on the Services x) such background check shall have returned a "no record" result or, y) to the extent that the result revealed that a felony record or records exist for a given individual, the associated conviction(s) shall be unrelated to the work to be performed as specified under the Equal Employment Opportunities Commission's EEOC Enforcement Guidance regarding the employment of convicted felons issued April 25, 2012. Contractor shall provide the State with notice of proposed Contractor Personnel with felony or misdemeanor convictions that involve a crime against a person; a crime involving the use or misuse of computer network; a crime involving weapons, explosives or arson; a crime involving trade secret/proprietary information; a crime involving theft, dishonesty, embezzlement, breach of fiduciary duty, identity theft, or other financial-related crimes; a felony conviction for drug possession; or a crime involving the distribution or trafficking of illegal drugs and/or controlled substances.
- (d) All Contractor Personnel providing or assigned to provide Services or otherwise in a position to obtain or have access to State Information, shall execute a non-disclosure agreement in a form acceptable to the State.
- (e) The timing for transfer, reassignment or replacement of Contractor Personnel will be coordinated with requirements for timing and other elements of the Services so as to maintain continuity in the performance of the Services and avoid interruption or disruption to the Services or any failures to maintain Service Levels.

Contractor shall assign the following Contractor staff ("Key Project Staff"), to meet the Requirements of this Contract:

[INSERT]

Contractor will cause the Contractor Personnel filling the Key Project Staff positions to devote full time and dedicated effort to the provision of the Services and the achievement of Service Levels required for the Services, unless a lesser allocation during certain Project Phases may be agreed in writing.

6.1.4 KEY PROJECT STAFF CHANGES

Contractor shall not change the project assignment of [REDACTED], [REDACTED], and [REDACTED] for the period of project implementation. Contractor shall not change other members of Key Project Staff without providing the State written justification, a comprehensive transition plan and obtaining prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld.

The replacement of Key Project Staff shall have comparable or greater skills and applied experience than being replaced and be subject to reference and background checks described above. If Contractor removes Key Project Staff for any reason without the State's approval, Contractor agrees to replace the new Key Project Staff member if performance is unacceptable to State and provide the first thirty (30) days of a replacement resource with equivalent skill at no charge.

Notwithstanding the foregoing, the State acknowledges that Key Project Staff may become unavailable due to termination of employment for any reason, through disability or death, illness, or through leave of absence such as FMLA or National Guard duty for example. In such circumstances, Contractor shall promptly notify the State in writing of the impending or actual departure of any Key Personnel and of the qualifications and identity of proposed replacement Key Project Staff. The State has the right to reasonably disapprove of any replacement Key Project Staff.

6.1.5 CONTROL OF CONTRACTOR PERSONNEL. Contractor shall be fully responsible for the management, compensation, and performance of all Contractor Personnel, and the filing of any and all returns and reports and the withholding and/or payment of all applicable federal, State, and local wage tax, or employment-related taxes, including, but not limited to, income taxes, gross receipt taxes, taxes measured by income, social security taxes, and unemployment taxes for Contractor and Contractor's employees. Notwithstanding the foregoing, Contractor's employees shall adhere to the State's policies and procedures, of which Contractor is made aware while on State Premises, and shall behave and perform in a professional manner. The State, may, in its reasonable discretion, require Contractor to replace any Contractor Personnel, including but not limited to Key Project Staff, working hereunder who does not adhere to, behave, and perform consistent with the State's policies and procedures, or otherwise engages in unprofessional or unethical conduct, or abuses any illegal substance or alcohol, or engages in illegal activities or consistently underperforms. The State shall provide written notice to Contractor of the requirement of replacement, or with whom there are irresolvable personality

conflicts. Contractor shall use reasonable efforts to promptly and expeditiously replace Key Project Staff and replace all other personnel within fifteen (15) business days of receipt of the written notice unless otherwise mutually agreed. The State's right to request replacement of Contractor personnel hereunder relates solely to the removal of individuals from work on this Contract with the State and does not create an employment relationship. Nothing in this Contract authorizes the State to direct the Contractor's termination of the employment of any individual.

6.1.6 CONTRACTOR THIRD PARTY CONTRACTS. The State acknowledges and understands that Contractor will enter into third party contracts with the following Contractor subcontractors: (i) _____ for _____; (ii) _____ for _____; and (iii) _____ for the performance of Services hereunder. Contractor shall deliver a copy of all such third party contracts to the State for review upon request. The State hereby consents to the use by Contractor of these subcontractors, provided however that any such consent is not deemed acceptance of the terms of any subcontracts by the State.

6.2. PROJECT PLANNING

The State and Contractor Project Managers will arrange for kick-off dates and procedures for managing the project – such as reporting status and resolving issues. This will provide an opportunity to introduce all key members of the project teams and walk through the project management plan and key milestones.

6.2.1. MEETING PROTOCOLS

For regular weekly project status meetings, Contractor's Project Manager shall provide a meeting agenda and any handouts at least one business day in advance of the scheduled meeting.

6.2.2. PROJECT DOCUMENT STORAGE

The Contractor will establish a SharePoint site, or some other collaboration mechanism, that is accessible to the Contractor and the State. This will provide a common area for Contractor's project documents, artifacts, and deliverables. Access to all SharePoint sites (or other medium of collaboration) and all project material contained therein shall be delivered to the State upon completion of the project.

6.2.3. STATUS REPORTS

Contractor's Project Manager shall provide project documentation and collaboration to meet the State's vendor reporting requirements. If requested, the Contractor shall use the State's Status Report template. If no template is provided to the Contractor, the status information shall include, at a minimum: all planned tasks accomplished for the reporting period planned tasks that are incomplete, or behind schedule in the previous week (with reasons given for those behind schedule); all tasks planned for the upcoming two weeks; an updated status of tasks (entered into the Master Project Work Plan and attached to the status report – e.g., percent completed, resources assigned to tasks, etc.); and the status of any corrective actions undertaken. The report will also contain items such as the current status of the project's technical progress and contractual obligations; achievements to date; risk management activities; unresolved issues; requirements to resolve unresolved issues; action items; problems; installation and maintenance

results; and significant changes to Contractor's organization or method of operation, to the project management team, or to the deliverable schedule, where applicable. For all project services performed on a time and materials basis, as provided herein, the Contractor shall also provide details on staff hours, cost per activity, all expenditures and a summary of services performed for the reporting period.

The State Project Manager and Contractor's Project Manager will come to agreement on the exact format of the project documentation and collaboration reports, at or before the project kick-off meeting.

Each report shall include a project dashboard at the top outlining the overall status of the project in terms of the standard triple constraint: cost, time, resources (using a legend or icon of green, yellow, and red based upon the following definitions):

- Green – on track to deliver committed scope by committed deadline with committed resources/funding.
- Yellow – not on track to deliver committed scope by committed deadline with committed resources/funding, but have a plan to get back to green.
- Red – not on track and currently do not have a plan to get back to green. Need project management intervention or assistance.

In the event of yellow or red overall project status, there should be a specific task(s) and/or issue(s) identified as yellow or red which are the root cause of the overall project status being yellow or red. These items shall be presented in sufficient detail to determine the root-cause. The Status Report shall provide a link to the Risks and Issues Log for more detail.

The report shall include a budget section outlining original contract costs by deliverable with billed and paid-to-date information by deliverable and in total.

6.3 IMPLEMENTATION MASTER SCHEDULE

The Contractor has compiled a preliminary "baseline" implementation master schedule ("IMS") using the best available knowledge at the time of Contract signing which is attached to this Attachment A as Exhibit 2. The Contractor shall update the IMS after execution of this Contract during the Project Development as required pursuant to the terms herein (e.g., updated tasks and task descriptions, updated meeting dates, updated resource assignments, updated milestone dates). Any such changes shall be communicated in writing by the Contractor to the State Contract Manager by executing a new or revised IMS or other documentation acceptable to the State. Such changes are subject to State review and approval. The parties shall work together to implement the IMS changes in accordance with the terms of this Contract; provided, however, in no event shall revisions to the IMS be deemed to amend this Contract. Changes to project scope, term or maximum amount shall require a Contract amendment.

The IMS is an ongoing tool for anticipating and tracking changes to expectations for all project tasks, deliverables and milestones. The complete IMS is an integrated plan – that is, it includes actions and deliverables from all project areas – both Contractor and State. The complete IMS,

which includes the detailed tasks and milestones, shall reside in Microsoft Project (.mpp) format (Version 2007 or higher) and will be shared in the ongoing communication meetings to discuss changes. State shall sign off on all deliverables from each Phase of the IMS before subsequent phase work is initiated. Once sign off is complete, Contractor and State will assess readiness to proceed with next phase.

7. SCOPE OF SERVICES.

7.1 DESCRIPTION OF SERVICES. Contractor agrees to provide and shall perform the Services described herein in accordance with and subject to the terms and conditions set forth in this Contract.

7.2 Project Major Phases, Warranty and Options.

The Contractor shall, at a minimum, provide State access to a [web-based] Solution that meets the tools and functionality requirements of the State set forth in Exhibit 1 to this Attachment A. Contractor shall use system development and configuration control methodologies and the desirable sequence of project major Phases as described herein. Estimated dates in the following table shall be finalized in the IMS as described in Section 6.3, "Implementation Master Schedule."

PHASE	ESTIMATED DATES	PHASE DESCRIPTION
[Initiation]		Kick-off meeting, Planning and preparation of project management planning documentation.
[Requirements Gathering]		Contractor performs necessary requirements gathering to finalize functional and technical requirements and identify gaps between State requirements and Solution capabilities.
[Implementation]		Contractor installs and configures the Solution in a Test environment.
[Testing]		State subject matter experts perform Solution testing in in a test (not live) environment accordance with Contractor-developed Test plans.
[Training]		Contractor performs training of State personnel (train the trainer or train the user).
[Legacy Data Migration]		Contractor shall perform all necessary legacy data migrations using State-approved migration plan and data mapping templates.

PHASE	ESTIMATED DATES	PHASE DESCRIPTION
[Deployment]		Contractor implements the tested and State-approved Solution in the production environment for additional State testing and Go-Live.
[Post-Implementation Support/Warranty]		Contractor shall be responsible for fixing all Defects found during the Warranty Period. All Defects found within the Warranty Period, shall be corrected by Contractor at no additional cost to the State.

7.3. **State-Caused Delays.** Contractor acknowledges that the State may not be able to meet the time frames specified in an IMS or that the State may determine that it is necessary to delay and/or modify the timing and sequencing of the implementation as provided in the IMS. While the State is committed to the project and shall use reasonable efforts to provide staff and resources necessary to satisfy all such time frames, the State shall not be held responsible or deemed in default for any delays in Solution implementation provided the State uses its reasonable efforts to accomplish its designated responsibilities and obligations as set forth in the IMS. In addition, the State may, at its option, delay implementation and installation of the Solution, or any part thereof. Notwithstanding any provision to the contrary, if the State Significantly Delays implementation of the Solution, either party may make a Change Request in accordance with Section 10, "Change Order Process," and, if required, an amendment to this Contract. Contractor agrees to adjust the IMS and Payment Milestones deadlines to take into account any State-caused delays; provided, however, that Contractor shall continue to perform any and all activities not affected by such State-caused delay. In the event the State's adjustment to the IMS causes Contractor scheduling conflicts or personnel unavailability, the State and Contractor shall prepare a revised mutually agreeable IMS which may delay the commencement and completion dates of the project and shall take into consideration the readjusted time frames and any necessary resequencing of the activities. Such readjustment, rescheduling or modification of the Project shall be at no additional cost to the State if the delays are less than or equal to thirty (30) days.

For purposes of this Section, a "Significant Delay" shall mean any delay that in itself will cause a slippage of thirty (30) calendar days or more in a Go Live date.

7.4 **Third Party Resources.** From time to time State may request that Contractor obtain and provide to the State, at the State's expense, third party Resources related to the Services but outside the scope of what Contractor is then obligated to provide hereunder, including the benefit of any volume purchasing discounts, pricing or terms available to the State or its supplier. Contractor shall notify the State at the time of any such request of any relationships Contractor may have with such suppliers that may be of benefit to the State in this respect. To the extent that State may have a more favorable relationship with any third party supplier, upon notice from State, Contractor agrees to consider such Resources from State's designated supplier. Contractor will not add an administrative fee or other markup to any third party Resources it procures on behalf of or for the benefit of State and the Services provided hereunder.

7.5 **State Third Party Software.** A list of all Third Party Software licensed by the State for purposes of Contractor's performance of the Services is attached to this Attachment A as Exhibit 3. Contractor will assume operational and financial responsibility for such Third Party Software and any related maintenance obligations to the same extent as if Contractor were the licensee of such Third Party Software. Contractor will cease use of such Third Party Software upon expiration or termination of this Contract.

8. ACCEPTANCE

8.1. **Acceptance Testing by the State Following Implementation.** After Contractor provides written notice to the State that it has completed a Phase of the Solution, the State shall, in accordance with the Formal Acceptance Criteria agreed by the parties, and with full cooperation and assistance from Contractor, conduct all such inspections and tests of the Phase as the State may deem necessary or appropriate to determine whether any Defects exist in the Phase as implemented and whether the Phase as installed materially complies with all of the Installation Test Specifications and Phase specifications as set forth in the Requirements and detailed IMS. Such inspections and tests shall be over a duration mutually agreed upon by the State and Contractor, per Phase, from the date a notice of completion is issued (the "Acceptance Period"). Contractor shall correct all Defects during the Acceptance Period, demonstrate to the State that correction of such Defects has been made, and after so demonstrating correction, shall issue to the State a written Certificate of Completion indicating that no Defects are known to exist in the Phase and/or Solution. The State shall be deemed to have accepted and approved the particular Phase or Solution only upon the State's delivery to Contractor of a signed, written Certificate of Acceptance indicating that the Phase or the Solution, as the case may be, as completed, materially performs in accordance with the Requirements.

If at the end of the Acceptance Period, the State has not issued a signed Certificate of Acceptance to Contractor for that Phase or the Solution, the State may, in its sole discretion, extend the Acceptance Period; provided, however, that the State shall respond within five (5) business days of a written request by Contractor issued after the end of the original Acceptance Period to provide Contractor with the State's status of approval or disapproval for that Phase or the Solution. Any rejection must be in writing and specify the reason for the rejection and must be based upon the continued existence of a Defect in the Phase or Solution or failure of the Phase or Solution to materially perform in accordance with the Requirements. The Certificate of Acceptance shall not be unreasonably withheld by the State. If a Certificate of Acceptance for a Phase or the Solution is signed and delivered by the State, Contractor shall sign said Certificate, with both parties receiving a copy thereof.

9. THIRD PARTY COOPERATION

The State may hire other independent contractors as it may require to assist with the project. Contractor will cooperate with the State and the third party, including provision of: (i) written Documentation requested by the State; (ii) commercially reasonable assistance and support services to such third party; and (iii) reasonable access to Contractor as necessary for such third parties to perform their work. The State shall use reasonable efforts to require such third parties to comply with Contractor's reasonable requirements regarding confidentiality, operations, standards, and security. Contractor shall support and maintain such third party work product,

provided the service provider complies with any Documentation applicable to Contractor in respect of the Services involved.

10. CONTRACT/PROJECT CHANGE ORDER PROCESS

For projects involving IT Implementation services, where frequent and/or multiple minor changes to the project schedule or deliverables are anticipated, the following process may be utilized to effectuate such minor changes without undue project delays (“Change Orders”).

Changes to a Contract during its term may incur additional costs and possible delays relative to the project schedule, or may result in less cost to the State (for example, the State decides it no longer needs a deliverable in whole or part) or less effort on the part of a selected vendor. A Change Order shall define the effort involved in implementing the change, the total cost or associated savings to the State, of implementing the change, and the effect, if any, of implementing the change on the project schedule.

Any change that alters the essential terms of the original contract, including any change that expands or decreases the statement of work, the contract duration, the payment terms and/or the contract maximum amount, shall require a Contract Amendment in accordance with State contracting policies and procedures. Under no circumstances may a Change Order be used where a Contract Amendment is otherwise required pursuant to the Contract Amendments, Approval and Execution process set forth in State Administrative Bulletin 3.5.

Change Orders will be developed jointly and every effort will be made to adhere to the approved Project Plan. The Project Manager for the State and the Project Manager for a Contractor will decide whether a Change Order is necessary. If a Change Order is necessary, the Project Manager for requesting party will prepare a Change Order Request detailing the impacts on scope, schedule, deliverables, resources, and cost. The Change Order Request must be submitted to the non-requesting party for review. The non-requesting party will make its best efforts to either approve or deny the Change Order in writing within (10) business days. In no event shall any delay in the approval or denial of a Change Request constitute a deemed approval by the State.

The State will not pay for the effort involved in developing a Change Order. The Contractor shall bear the cost of estimating the cost or savings, time, and Contractor resources required to implement all Change Order Requests forthcoming from the State during the course of the Project.

All Change Orders that are mutually agreed upon must:

- a. be in writing and describe, with specific reference to the applicable section(s) of the contract, what is being added, deleted or otherwise modified;
- b. be signed by both the State and the Contractor;
- c. include the original contract number and a sequential Change Order number;
- d. include Contractor certifications regarding Taxes, Debarment, and Child Support, as detailed in State Administrative Bulletin 3.5, Section XIII(A)(c); and

- e. be consolidated into a formal Contract Amendment whenever an amendment would otherwise be required by State Administrative Bulletin 3.5.

SAMPLE

ATTACHMENT B PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Invoices shall be submitted to the State at the following address: [REDACTED]
5. Contractor shall submit invoices to the State upon State Acceptance of a deliverable in accordance with the schedule for delivered products, or rates for services performed set forth below:
 - Specify Milestone Deliverable Payment Schedule, retainage (if any) and release point(s).
 - Hardware/Software
 - Monthly Services
 - Other Included Services
 - Optional Services
 - Withheld Amount
5. **EXPENSES:** The fee for services shall be inclusive of Contractor expenses.
6. **RETAINAGE:** In the discretion of the State, a contract resulting from this RFP may provide that the State withhold a percentage of the total amount payable for some or all deliverables, such retainage to be payable upon satisfactory completion and State acceptance in accordance with the terms and conditions of the contract.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D
INFORMATION TECHNOLOGY SYSTEM IMPLEMENTATION
TERMS AND CONDITIONS (rev. 03/10/2023)

1. MODIFICATIONS TO CONTRACTOR DOCUMENTS

The parties specifically agree that the Contractor Documents are hereby modified and superseded by Attachment C and this Attachment D.

“Contractor Documents” shall mean one or more document, agreement or other instrument required by Contractor in connection with the performance of the products and services being purchased by the State, regardless of format, including the license agreement, end user license agreement or similar document, any hyperlinks to documents contained in the Contractor Documents, agreement or other instrument and any other paper or “shrinkwrap,” “clickwrap,” “browsewrap” or other electronic version thereof.

2. NO SUBSEQUENT, UNILATERAL MODIFICATION OF TERMS BY CONTRACTOR

Notwithstanding any other provision or other unilateral license terms which may be issued by Contractor during the Term of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for the products and services being purchased by the State, as applicable, the components of which are licensed under the Contractor Documents, or the fact that such other agreement may be affixed to or accompany the products and services being purchased by the State, as applicable, upon delivery, the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

3. TERM OF CONTRACTOR’S DOCUMENTS; PAYMENT TERMS

Contractor acknowledges and agrees that, to the extent a Contractor Document provides for alternate term or termination provisions, including automatic renewals, such sections shall be waived and shall have no force and effect. All Contractor Documents shall run concurrently with the term of this Contract; provided, however, to the extent the State has purchased a perpetual license to use the Contractor’s software, hardware or other services, such license shall remain in place unless expressly terminated in accordance with the terms of this Contract. Contractor acknowledges and agrees that, to the extent a Contractor Document provides for payment terms which differ from the payment terms set forth in Attachment B, such sections shall be waived and shall have no force and effect and the terms in Attachment B shall govern.

4. OWNERSHIP AND LICENSE IN DELIVERABLES

4.1 Contractor Intellectual Property. Contractor shall retain all right, title and interest in and to any work, ideas, inventions, discoveries, tools, methodology, computer programs, processes and improvements and any other intellectual property, tangible or intangible, that has been created by Contractor prior to entering into this Contract (“Contractor Intellectual Property”). Should the State require a license for the use of Contractor Intellectual Property in connection with the development or use of the items that Contractor is required to deliver to the State under this Contract, including Work Product (“Deliverables”), the Contractor shall grant the

State a royalty-free license for such development and use. For the avoidance of doubt, Work Product shall not be deemed to include Contractor Intellectual Property, provided the State shall be granted an irrevocable, perpetual, non-exclusive royalty-free license to use any such Contractor Intellectual Property that is incorporated into Work Product.

4.2 State Intellectual Property. The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by Contractor hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, “State Intellectual Property”).

Contractor may not use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall the Contractor claim any security interest in State Intellectual Property.

4.3 Work Product. All Work Product shall belong exclusively to the State, with the State having the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, all patents and copyrights, and all applications and registrations, renewals and continuations thereof and/or any and all other appropriate protection. To the extent exclusive title and/or complete and exclusive ownership rights in and to any Work Product may not originally vest in the State by operation of law or otherwise as contemplated hereunder, Contractor shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to the State all right, title and interest therein.

“Work Product” means any tangible or intangible ideas, inventions, improvements, modifications, discoveries, development, customization, configuration, methodologies or processes, designs, models, drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, work of authorship, specifications, operating instructions, procedures manuals or other documentation, technique, know-how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection), that is specifically made, conceived, discovered or reduced to practice by Contractor, either solely or jointly with others, pursuant to this Contract. Work Product does not include Contractor Intellectual Property or third party intellectual property.

To the extent delivered under this Contract, upon full payment to Contractor in accordance with Attachment B, and subject to the terms and conditions contained herein, Contractor hereby (i) assigns to State all rights in and to all Deliverables, except to the extent they include any Contractor Intellectual Property; and (ii) grants to State and Federal Government (reference 7 CFR 277.18 (I)(1)(ii) and 2 CFR 200.315 (d) a perpetual, non-exclusive, irrevocable, royalty-free license to use for State’s internal business purposes, any Contractor

Intellectual Property included in the Deliverables in connection with its use of the Deliverables and, subject to the State's obligations with respect to Confidential Information, authorize others to do the same on the State's behalf. Except for the foregoing license grant, Contractor or its licensors retain all rights in and to all Contractor Intellectual Property.

The Contractor shall not sell or copyright a Deliverable without explicit permission from the State.

If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor Intellectual Property or Contractor Intellectual Property developed outside of this Contract with no assistance from State.

5. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

5.1 For purposes of this Contract, confidential information will not include information or material which (a) enters the public domain (other than as a result of a breach of this Contract); (b) was in the receiving party's possession prior to its receipt from the disclosing party; (c) is independently developed by the receiving party without the use of confidential information; (d) is obtained by the receiving party from a third party under no obligation of confidentiality to the disclosing party; or (e) is not exempt from disclosure under applicable State law.

5.2 Confidentiality of Contractor Information. The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the State in connection with this Contract are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. The State will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including, but not limited to, trade secrets, proprietary information or financial information, including any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to the Contractor, and which gives the Contractor an opportunity to obtain business advantage over competitors who do not know it or use it.

The State shall immediately notify Contractor of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Contractor information. Contractor may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such information under applicable State law within three business days of the State's receipt of any such request. Contractor agrees that it will not make any claim against the State if the State makes available to the public any information in accordance with the Access to Public Records Act or in response to a binding order from a court or governmental body or agency compelling its production. Contractor shall indemnify the State for any costs or expenses incurred by the State, including, but not limited to, attorneys' fees awarded in accordance with 1 V.S.A. § 320, in connection with any action brought in connection with Contractor's attempts to prevent or unreasonably delay public disclosure of Contractor's information if a final decision of a court of competent jurisdiction determines that the State improperly withheld such information and that the improper withholding was based on Contractor's attempts to prevent public disclosure of Contractor's information.

The State agrees that (a) it will use the Contractor information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Contractor information as it provides to protect its own similar confidential and proprietary information; (c) except as required by the Access to Records Act, it will not disclose such information orally or in writing to any third party unless that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the Contractor's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity.

Contractor may affix an appropriate legend to Contractor information that is provided under this Contract to reflect the Contractor's determination that any such information is a trade secret, proprietary information or financial information at time of delivery or disclosure.

5.3 Confidentiality of State Information. In performance of this Contract, and any exhibit or schedule hereunder, the Contractor acknowledges that certain State Data (as defined below), to which the Contractor may have access may contain individual federal tax information, personal protected health information and other individually identifiable information protected by State or federal law or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("State Data"). In addition to the provisions of this Section, the Contractor shall comply with the requirements set forth in the State's HIPAA Business Associate Agreement attached to this Contract as Attachment.

State Data shall not be stored, accessed from, or transferred to any location outside the United States.

Unless otherwise instructed by the State, Contractor agrees to keep confidential all State Data. The Contractor agrees that (a) it will use the State Data only as may be necessary in the course of performing duties or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of State Data as it provides to protect its own similar confidential and proprietary information; (c) it will not publish, reproduce, or otherwise divulge any State Data in whole or in part, in any manner or form orally or in writing to any third party unless it has received written approval from the State and that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the State's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Contractor will take reasonable measures as are necessary to restrict access to State Data in the Contractor's possession to only those employees on its staff who must have the information on a "need to know" basis. The Contractor shall not retain any State Data except to the extent required to perform the services under this Contract.

Contractor shall not access State user accounts or State Data, except in the course of data center operations, response to service or technical issues, as required by the express terms of this Contract, or at State's written request.

Contractor may not share State Data with its parent company or other affiliate without State's express written consent.

The Contractor shall promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for State Data to which the Contractor or any third party hosting service of the Contractor may have access, so that the State may seek an appropriate protective order.

6. SECURITY OF STATE INFORMATION

6.1 Security Standards. To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor represents and warrants that it has implemented and it shall maintain during the term of this Contract the highest industry standard administrative, technical, and physical safeguards and controls consistent with the most current revision of NIST *Special Publication 800-53* and *Federal Information Processing Standards Publication 200* and designed to (i) ensure the security and confidentiality of State Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Data while in transit from the Contractor networks to external networks; (4) measures to store in a secure fashion all State Data which shall include, but not be limited to, encryption at rest and multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Data; (6) measures to ensure that the State Data shall not be altered or corrupted without the prior written consent of the State; (7) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

6.2 Security Breach Notice and Reporting. The Contractor shall have policies and procedures in place for the effective management of Security Breaches, as defined below, which shall be made available to the State upon request.

In addition to the requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, in the event of any actual security breach or reasonable belief of an actual security breach the Contractor either suffers or learns of that either compromises or could compromise State Data (a “Security Breach”), the Contractor shall notify the State within 24 hours of its discovery. Contractor shall immediately determine the nature and extent of the Security Breach, contain the incident by stopping the unauthorized practice, recover records, shut down the system that was breached, revoke access and/or correct weaknesses in physical security. Contractor shall report to the State: (i) the nature of the Security Breach; (ii) the State Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The

Contractor shall provide such other information, including a written report, as reasonably requested by the State. Contractor shall analyze and document the incident and provide all notices required by applicable law.

In accordance with Section 9 V.S.A. §2435(b)(3), the Contractor shall notify the Office of the Attorney General, or, if applicable, Vermont Department of Financial Regulation (“DFR”), within fourteen (14) business days of the Contractor’s discovery of the Security Breach. The notice shall provide a preliminary description of the breach. The foregoing notice requirement shall be included in the subcontracts of any of Contractor’s subcontractors, affiliates or agents which may be “data collectors” hereunder.

The Contractor agrees to fully cooperate with the State and assume responsibility at its own expense for the following, to be determined in the sole discretion of the State: (i) notice to affected consumers if the State determines it to be appropriate under the circumstances of any particular Security Breach, in a form recommended by the AGO; and (ii) investigation and remediation associated with a Security Breach, including but not limited to, outside investigation, forensics, counsel, crisis management and credit monitoring, in the sole determination of the State.

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes and all applicable State and federal laws, rules or regulations) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification.

In addition to any other indemnification obligations in this Contract, the Contractor shall fully indemnify and save harmless the State from any costs, loss or damage to the State resulting from a Security Breach or the unauthorized disclosure of State Data by the Contractor, its officers, agents, employees, and subcontractors.

6.3 Security Policies. To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain State Data from internal and external security threats and State Data from unauthorized disclosure, and will have provided a copy of such policy to the State. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

6.4 Operations Security. To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor shall cause an SSAE 18 SOC 2 Type 2 audit report to be conducted annually. The audit results and the Contractor’s plan for addressing or resolution of the audit results shall be shared with the State within sixty (60) days of the Contractor’s receipt of the audit results. Further, on an annual basis, within 90 days of the end of the Contractor’s fiscal year, the Contractor shall transmit its annual audited financial statements to the State.

6.5 Redundant Back-Up. The Contractor shall maintain a fully redundant backup data center geographically separated from its main data center that maintains near realtime replication of data from the main data center. The Contractor’s back-up policies shall be made available to

the State upon request. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

6.6 Vulnerability Testing. The Contractor shall run quarterly vulnerability assessments and promptly report results to the State. Contractor shall remediate all critical issues within 90 days, all medium issues within 120 days and low issues within 180 days. Contractor shall obtain written State approval for any exceptions. Once remediation is complete, Contractor shall re-perform the test.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1 General Representations and Warranties. The Contractor represents, warrants and covenants that:

- (i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
- (ii) There is no outstanding litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.
- (iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
- (iv) The Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the Deliverables as set forth in this Contract; (b) shall be responsible for and have full authority to license all proprietary and/or third party software modules, including algorithms and protocols, that Contractor incorporates into its product; and (c) none of the Deliverables or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.
- (v) The Contractor has adequate resources to fulfill its obligations under this Contract.
- (vi) Neither Contractor nor Contractor's subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

7.2 Contractor's Performance Warranties. Contractor represents and warrants to the State that:

- (i) All Deliverables will be free from material errors and shall perform in accordance with the specifications therefor for a period of at least one year.
- (ii) Contractor will provide to the State commercially reasonable continuous and uninterrupted access to the Service, and will not interfere with the State's access to and use of the Service during the term of this Contract;

- (iii) The Service is compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its documentation;
- (iv) Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.
- (v) All Deliverables supplied by the Contractor to the State shall be transferred free and clear of any and all restrictions on the conditions of transfer, modification, licensing, sublicensing and free and clear of any and all liens, claims, mortgages, security interests, liabilities and encumbrances or any kind.
- (vi) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any software delivered hereunder, Contractor will, upon State's request, provide a new or clean install of the software. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.
- (vii) To the extent Contractor resells commercial hardware or software it purchased from a third party, Contractor will, to the extent it is legally able to do so, pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth herein.

7.3 Limitation on Disclaimer. The express warranties set forth in this Contract shall be in lieu of all other warranties, express or implied.

7.4 Effect of Breach of Warranty. If, at any time during the term of this Contract, software or the results of Contractor's work fail to perform according to any warranty of Contractor under this Contract, the State shall promptly notify Contractor in writing of such alleged nonconformance, and Contractor shall, at its own expense and without limiting any other rights or remedies of the State hereunder, re-perform or replace any services that the State has determined to be unsatisfactory in its reasonable discretion. Alternatively, with State consent, the Contractor may refund of all amounts paid by State for the nonconforming deliverable or service

8. PROFESSIONAL LIABILITY AND CYBER LIABILITY INSURANCE COVERAGE

In addition to the insurance required in Attachment C to this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain (a) Technology Professional Liability insurance for any and all services performed under this Contract, with minimum third party coverage of \$10,000,000.00 per claim, \$10,000,000.00 aggregate; and (b) first party Breach Notification Coverage of not less than \$2,000,000.00..

Before commencing work on this Contract the Contractor must provide certificates of insurance to show that the foregoing minimum coverages are in effect.

9. LIMITATION OF LIABILITY.

CONTRACTOR'S LIABILITY FOR DAMAGES TO THE STATE ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT SHALL NOT EXCEED THREE TIMES THE MAXIMUM AMOUNT PAYABLE UNDER THIS CONTRACT, OR \$20,000,000.00, WHICHEVER IS GREATER. LIMITS OF LIABILITY FOR STATE CLAIMS SHALL NOT APPLY TO STATE CLAIMS ARISING OUT OF: (A) CONTRACTOR'S OBLIGATION TO INDEMNIFY THE STATE; (B) CONTRACTOR'S CONFIDENTIALITY OBLIGATIONS TO THE STATE; (C) PERSONAL INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY; (D) CONTRACTOR'S GROSS NEGLIGENCE, FRAUD OR INTENTIONAL MISCONDUCT; OR (E) VIOLATIONS OF THE STATE OF VERMONT FRAUDULENT CLAIMS ACT. IN NO EVENT SHALL THIS LIMIT OF LIABILITY BE CONSTRUED TO LIMIT CONTRACTOR'S LIABILITY FOR THIRD PARTY CLAIMS AGAINST THE CONTRACTOR WHICH MAY ARISE OUT OF CONTRACTOR'S ACTS OR OMISSIONS IN THE PERFORMANCE OF THIS CONTRACT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, DAMAGES WHICH ARE UNFORESEEABLE TO THE PARTIES AT THE TIME OF CONTRACTING, DAMAGES WHICH ARE NOT PROXIMATELY CAUSED BY A PARTY, SUCH AS LOSS OF ANTICIPATED BUSINESS, OR LOST PROFITS, INCOME, GOODWILL, OR REVENUE IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT.

The provisions of this Section shall apply notwithstanding any other provisions of this Contract or any other agreement.

10. TRADE SECRET, PATENT AND COPYRIGHT INFRINGEMENT

The State shall not be deemed to waive any of its rights or remedies at law or in equity in the event of Contractor's trade secret, patent and/or copyright infringement.

11 REMEDIES FOR DEFAULT; NO WAIVER OF REMEDIES

In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other under this Contract shall impair any such right, power or remedy, or shall be construed as a waiver of any such right, power or remedy, nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

12 NO ASSUMPTION OF COSTS

Any requirement that the State defend or indemnify Contractor or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or license verification costs of Contractor, is hereby deleted from the Contractor Documents.

13 TERMINATION

Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to the State all State information, State Intellectual Property or State Data (including without limitation any Deliverables for which State has made payment in whole or in part) (“State Materials”), that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such State property is expressed or embodied at that time.

In the event the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors, the Contractor shall immediately return all State Materials to State control; including, but not limited to, making all necessary access to applicable remote systems available to the State for purposes of downloading all State Materials.

Contractor shall reasonably cooperate with other parties in connection with all services to be delivered under this Contract, including without limitation any successor provider to whom State Materials are to be transferred in connection with termination. Contractor shall assist the State in exporting and extracting the State Materials, in a format usable without the use of the Services and as agreed to by State, at no additional cost.

Any transition services requested by State involving additional knowledge transfer and support may be subject to a contract amendment for a fixed fee or at rates to be mutually agreed upon by the parties.

If the State determines in its sole discretion that a documented transition plan is necessary, then no later than sixty (60) days prior to termination, Contractor and the State shall mutually prepare a Transition Plan identifying transition services to be provided.

[FOR USE WITH SAAS CONTRACTS]

14. ACCESS TO STATE DATA:

The State may import or export State Materials in part or in whole at its sole discretion at any time (24 hours a day, seven (7) days a week, 365 days a year), during the term of this Contract or for up to [three (3) months] after the Term (so long as the State Materials remain in the Contractor’s possession) without interference from the Contractor in a format usable without the Service and in an agreed-upon file format and medium at no additional cost to the State.

The Contractor must allow the State access to information such as system logs and latency statistics that affect its State Materials and or processes.

The Contractor’s policies regarding the retrieval of data upon the termination of services have been made available to the State upon execution of this Contract under separate cover. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

15. AUDIT RIGHTS

Contractor will maintain and cause its permitted contractors to maintain a complete audit trail of all transactions and activities, financial and non-financial, in connection with this Contract.

Contractor will provide to the State, its internal or external auditors, clients, inspectors, regulators and other designated representatives, at reasonable times (and in the case of State or federal regulators, at any time required by such regulators) access to Contractor personnel and to any and all Contractor facilities or where the required information, data and records are maintained, for the purpose of performing audits and inspections (including unannounced and random audits) of Contractor and/or Contractor personnel and/or any or all of the records, data and information applicable to this Contract.

At a minimum, such audits, inspections and access shall be conducted to the extent permitted or required by any laws applicable to the State or Contractor (or such higher or more rigorous standards, if any, as State or Contractor applies to its own similar businesses, operations or activities), to (i) verify the accuracy of charges and invoices; (ii) verify the integrity of State Data and examine the systems that process, store, maintain, support and transmit that data; (iii) examine and verify Contractor's and/or its permitted contractors' operations and security procedures and controls; (iv) examine and verify Contractor's and/or its permitted contractors' disaster recovery planning and testing, business resumption and continuity planning and testing, contingency arrangements and insurance coverage; and (v) examine Contractor's and/or its permitted contractors' performance of the Services including audits of: (1) practices and procedures; (2) systems, communications and information technology; (3) general controls and physical and data/information security practices and procedures; (4) quality initiatives and quality assurance, (5) contingency and continuity planning, disaster recovery and back-up procedures for processes, resources and data; (6) Contractor's and/or its permitted contractors' efficiency and costs in performing Services; (7) compliance with the terms of this Contract and applicable laws, and (9) any other matters reasonably requested by the State. Contractor shall provide and cause its permitted contractors to provide full cooperation to such auditors, inspectors, regulators and representatives in connection with audit functions and with regard to examinations by regulatory authorities, including the installation and operation of audit software.

16. DESTRUCTION OF STATE DATA

At any time during the term of this Contract within (i) thirty days of the State's written request or (ii) [three (3) months] of termination or expiration of this Contract for any reason, and in any event after the State has had an opportunity to export and recover the State Materials, Contractor shall at its own expense securely destroy and erase from all systems it directly or indirectly uses or controls all tangible or intangible forms of the State Materials, in whole or in part, and all copies thereof except such records as are required by law. The destruction of State Data and State Intellectual Property shall be performed according to National Institute of Standards and Technology (NIST) approved methods. Contractor shall certify in writing to the State that such State Data has been disposed of securely. To the extent that any applicable law prevents Contractor from destroying or erasing State Materials as set forth herein, Contractor shall retain, in its then current state, all such State Materials then within its right of control or possession in accordance with the confidentiality, security and other requirements of this Contract, and perform its obligations under this section as soon as such law no longer prevents it from doing so.

Further, upon the relocation of State Data, Contractor shall securely dispose of such copies from the former data location and certify in writing to the State that such State Data has been disposed of securely. Contractor shall comply with all reasonable directions provided by the State with respect to the disposal of State Data.

17 CONTRACTOR BANKRUPTCY.

Contractor acknowledges that if Contractor, as a debtor in possession, or a trustee in bankruptcy in a case under Section 365(n) of Title 11, United States Code (the "Bankruptcy Code"), rejects this Contract, the State may elect to retain its rights under this Contract as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the State to Contractor or the Bankruptcy Trustee, Contractor or such Bankruptcy Trustee shall not interfere with the rights of the State as provided in this Contract, including the right to obtain the State Intellectual Property.

18 SOV Cybersecurity Standard Update 2023-01: Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with *State of Vermont Cybersecurity Standard 2023-01*, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at:

<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

ATTACHMENT E

BUSINESS ASSOCIATE AGREEMENT (VT ADS/AHS)

Revised MAY 23, 2019

SOV Contractor or Vendor (*Contractor Business Associate*):

Tech Mahindra, America's

SOV Contract Number:

Date of Contract:

This Business Associate Agreement ("Agreement") is entered into by and between the State of Vermont Agency of Digital Services as a Business Associate ("ADS") of the State of Vermont Agency of Human Services ("Covered Entity") (together "the State") and the party identified in this Agreement above as Contractor or Vendor ("*Contractor Business Associate*"). This Agreement supplements and is made a part of the contract identified above ("*Contract*").

ADS and Contractor Business Associate enter into this Agreement to comply with the Business Associate Agreement between Covered Entity and ADS, and with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 ("Privacy Rule"), and the Security Standards, at 45 CFR Parts 160 and 164 ("Security Rule"), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations. Terms defined in this Agreement are italicized. Unless otherwise specified, when used in this Agreement, defined terms used in the singular shall be understood if appropriate in their context to include the plural when applicable.

"*ADS Vendor Manager*" means that person designated in the Contract as the *ADS Vendor Manager*, or such person who is subsequently designated in writing by ADS to the *Contractor Business Associate*. The *ADS Vendor Manager* is not authorized to enter into Contract amendments on behalf of ADS or the State."

"*Agent*" means an *Individual* acting within the scope of the agency of the *Contractor Business Associate*, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c) and includes Workforce members and *Subcontractors*.

"*Breach*" means the acquisition, Access, Use or Disclosure of *Protected Health Information (PHI)* which compromises the Security or privacy of the *PHI*, except as excluded in the definition of *Breach* in 45 CFR § 164.402.

"*Business Associate*" shall have the meaning given for "Business Associate" in 45 CFR § 160.103.

"*Contractor Business Associate*" shall have the meaning given for "Business Associate" in 45 CFR § 160.103 and means Vendor and includes its Workforce, *Agents* and *Subcontractors*.

"*Electronic PHI*" shall mean *PHI* created, received, maintained or transmitted electronically in accordance with 45 CFR § 160.103.

"*Individual*" includes a Person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

“Protected Health Information” (“PHI”) shall have the meaning given in 45 CFR § 160.103, limited to the PHI created or received by Contractor Business Associate from or on behalf of ADS or Covered Entity.

“Required by Law” means a mandate contained in law that compels an entity to make a use or disclosure of PHI and that is enforceable in a court of law and shall have the meaning given in 45 CFR § 164.103.

“Report” means submissions required by this Agreement as provided in section 2.3.

“Security Incident” means the attempted or successful unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System relating to PHI in accordance with 45 CFR § 164.304.

“Services” includes all work performed by the Contractor Business Associate for or on behalf of the State that requires the Use and/or Disclosure of PHI to perform a Business Associate function described in 45 CFR § 160.103.

“Subcontractor” means a Person to whom Contractor Business Associate delegates a function, activity, or service, other than in the capacity of a member of the Workforce of such Contractor Business Associate.

“Successful Security Incident” shall mean a Security Incident that results in the unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System.

“Unsuccessful Security Incident” shall mean a Security Incident such as routine occurrences that do not result in unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System, such as: (i) unsuccessful attempts to penetrate computer networks or services maintained by Contractor Business Associate; and (ii) immaterial incidents such as pings and other broadcast attacks on Contractor Business Associate’s firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above with respect to Contractor Business Associate’s Information System.

“Targeted Unsuccessful Security Incident” means an Unsuccessful Security Incident that appears to be an attempt to obtain unauthorized Access, Use, disclosure, modification or destruction of the Covered Entity’s Electronic PHI.

2. Contact Information for Privacy and Security Officers and Reports.

2.1 Contractor Business Associate shall provide, within ten (10) days of the execution of this Agreement, written notice to the ADS Vendor Manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer of the Contractor Business Associate. This information must be updated by Contractor Business Associate any time these contacts change.

2.2 Covered Entity's HIPAA Privacy Officer and HIPAA Security Officer contact information is posted at: <http://humanservices.vermont.gov/policy-legislation/hipaa/hipaa-info-beneficiaries/ahs-hipaa-contacts/>

2.3 Contractor Business Associate shall submit all Reports required by this Agreement to the following email address:
AHS.PrivacyAndSecurity@vermont.gov

3. Permitted and Required Uses/Disclosures of PHI.

3.1 Subject to the terms in this Agreement, Contractor Business Associate may Use or Disclose PHI to perform Services, as specified in the Contract. Such Uses and Disclosures are limited to the minimum necessary to provide the Services. Contractor Business Associate shall

not Use or Disclose *PHI* in any manner that would constitute a violation of the Privacy Rule if Used or Disclosed by Covered Entity in that manner. *Contractor Business Associate* may not Use or Disclose *PHI* other than as permitted or required by this Agreement or as *Required by Law* and only in compliance with applicable laws and regulations.

3.2 *Contractor Business Associate* may make *PHI* available to its Workforce, *Agent* and *Subcontractor* who need Access to perform *Services* as permitted by this Agreement, provided that *Contractor Business Associate* makes them aware of the Use and Disclosure restrictions in this Agreement and binds them to comply with such restrictions.

3.3 *Contractor Business Associate* shall be directly liable under HIPAA for impermissible Uses and Disclosures of *PHI*.

4. **Business Activities.** *Contractor Business Associate* may Use *PHI* if necessary for *Contractor Business Associate's* proper management and administration or to carry out its legal responsibilities. *Contractor Business Associate* may Disclose *PHI* for *Contractor Business Associate's* proper management and administration or to carry out its legal responsibilities if a Disclosure is *Required by Law* or if *Contractor Business Associate* obtains reasonable written assurances via a written agreement from the Person to whom the information is to be Disclosed that such *PHI* shall remain confidential and be Used or further Disclosed only as *Required by Law* or for the purpose for which it was Disclosed to the Person, and the Agreement requires the Person to notify *Contractor Business Associate*, within five (5) business days, in writing of any *Breach* of Unsecured *PHI* of which it is aware. Such Uses and Disclosures of *PHI* must be of the minimum amount necessary to accomplish such purposes.

5. **Electronic PHI Security Rule Obligations.**

5.1 With respect to *Electronic PHI*, *Contractor Business Associate* shall:

a) Implement and use Administrative, Physical, and Technical Safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312;

b) Identify in writing upon request from the State all the safeguards that it uses to protect such Electronic PHI;

c) Prior to any Use or Disclosure of *Electronic PHI* by an *Agent* or *Subcontractor*, ensure that any *Agent* or *Subcontractor* to whom it provides *Electronic PHI* agrees in writing to implement and use Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of Electronic PHI. The written agreement must identify the State as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the Use or Disclosure of *Electronic PHI*, and be provided to the State upon request;

d) Report in writing to Covered Entity any *Successful Security Incident* or *Targeted Security Incident* as soon as it becomes aware of such incident and in no event later than five (5) business days after such awareness. Such report shall be timely made notwithstanding the fact that little information may be known at the time of the report and need only include such information then available;

e) Following such report, provide Covered Entity with the information necessary for Covered Entity to investigate any such incident; and

f) Continue to provide to Covered Entity information concerning the incident as it becomes available to it.

5.2 Reporting *Unsuccessful Security Incidents*. *Contractor Business Associate* shall provide Covered Entity upon written request a *Report* that: (a) identifies the categories of Unsuccessful Security Incidents; (b) indicates whether *Business Associate* believes its current defensive

security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures *Business Associate* will implement to address the security inadequacies.

5.3 *Contractor Business Associate* shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

6. Reporting and Documenting Breaches.

6.1 *Contractor Business Associate* shall *Report* to Covered Entity any *Breach* of Unsecured *PHI* as soon as it, or any Person to whom *PHI* is disclosed under this Agreement, becomes aware of any such *Breach*, and in no event later than five (5) business days after such awareness, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available.

6.2 Following the *Report* described in 6.1, *Contractor Business Associate* shall conduct a risk assessment and provide it to Covered Entity with a summary of the event. *Contractor Business Associate* shall provide Covered Entity with the names of any *Individual* whose Unsecured *PHI* has been, or is reasonably believed to have been, the subject of the *Breach* and any other available information that is required to be given to the affected *Individual*, as set forth in 45 CFR § 164.404(c). Upon request by Covered Entity, *Contractor Business Associate* shall provide information necessary for Covered Entity to investigate the impermissible Use or Disclosure. *Contractor Business Associate* shall continue to provide to Covered Entity information concerning the *Breach* as it becomes available.

6.3 When *Contractor Business Associate* determines that an impermissible acquisition, Access, Use or Disclosure of *PHI* for which it is responsible is not a *Breach*, and therefore does not necessitate notice to the impacted *Individual*, it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). *Contractor Business Associate* shall make its risk assessment available to Covered Entity upon request. It shall include 1) the name of the person making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the *PHI* had been compromised.

7. **Mitigation and Corrective Action.** *Contractor Business Associate* shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible Use or Disclosure of *PHI*, even if the impermissible Use or Disclosure does not constitute a *Breach*. *Contractor Business Associate* shall draft and carry out a plan of corrective action to address any incident of impermissible Use or Disclosure of *PHI*. *Contractor Business Associate* shall make its mitigation and corrective action plans available to the State upon request.

8. Providing Notice of Breaches.

8.1 If Covered Entity determines that a *Breach* of *PHI* for which *Contractor Business Associate* was responsible, and if requested by Covered Entity, *Contractor Business Associate* shall provide notice to the *Individual* whose *PHI* has been the subject of the *Breach*. When so requested, *Contractor Business Associate* shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. *Contractor Business Associate* shall be responsible for the cost of notice and related remedies.

8.2 The notice to affected *Individuals* shall be provided as soon as reasonably possible and in no case later than 60 calendar days after *Contractor Business Associate* reported the *Breach* to Covered Entity.

8.3 The notice to affected *Individuals* shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured *PHI* that were involved in the *Breach*, 3) any steps *Individuals* can take to protect themselves from potential harm resulting from the *Breach*, 4) a brief description of what the *Contractor Business Associate* is doing to investigate the *Breach* to mitigate harm to *Individuals* and to protect against further *Breaches*, and 5) contact procedures for *Individuals* to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

8.4 *Contractor Business Associate* shall notify *Individuals* of *Breaches* as specified in 45 CFR § 164.404(d) (methods of *Individual* notice). In addition, when a *Breach* involves more than 500 residents of Vermont, *Contractor Business Associate* shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

9. Agreements with Subcontractors. *Contractor Business Associate* shall enter into a Business Associate Agreement with any *Subcontractor* to whom it provides *PHI* to require compliance with HIPAA and to ensure *Contractor Business Associate* and *Subcontractor* comply with the terms and conditions of this Agreement. *Contractor Business Associate* must enter into such written agreement before any Use or Disclosure of *PHI* to such *Subcontractor*. The written agreement must identify the State as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the Use or Disclosure of *PHI*. *Contractor Business Associate* shall provide a copy of the written agreement it enters into with a *Subcontractor* to the State upon request. *Contractor Business Associate* may not make any Disclosure of *PHI* to any *Subcontractor* without prior written consent of the State.

10. Access to PHI. *Contractor Business Associate* shall provide access to *PHI* in a Designated Record Set to Covered Entity or as directed by Covered Entity to an *Individual* to meet the requirements under 45 CFR § 164.524. *Contractor Business Associate* shall provide such access in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Contractor Business Associate* shall forward to Covered Entity for handling any request for Access to *PHI* that *Contractor Business Associate* directly receives from an *Individual*.

11. Amendment of PHI. *Contractor Business Associate* shall make any amendments to *PHI* in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an *Individual*. *Contractor Business Associate* shall make such amendments in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Contractor Business Associate* shall forward to Covered Entity for handling any request for amendment to *PHI* that *Contractor Business Associate* directly receives from an *Individual*.

12. Accounting of Disclosures. *Contractor Business Associate* shall document Disclosures of *PHI* and all information related to such Disclosures as would be required for Covered Entity to respond to a request by an *Individual* for an accounting of disclosures of *PHI* in accordance with 45 CFR § 164.528. *Contractor Business Associate* shall provide such information to Covered Entity or as directed by Covered Entity to an *Individual*, to permit Covered Entity to respond to an accounting request. *Contractor Business Associate* shall provide such information in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Contractor Business Associate* shall forward to Covered Entity for handling any accounting request that *Contractor Business Associate* directly receives from an *Individual*.

13. Books and Records. Subject to the attorney-client and other applicable legal privileges, *Contractor Business Associate* shall make its internal practices, books, and records (including policies and procedures and *PHI*) relating to the Use and Disclosure of *PHI* available to the Secretary of Health and Human Services ("HHS") in the time and manner designated by the Secretary. *Contractor Business Associate* shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether *Contractor Business Associate* is in compliance with this Agreement.

14. Termination.

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by the State or until all the *PHI* is destroyed or returned to Covered Entity subject to Section 18.8.

14.2 If *Contractor Business Associate* fails to comply with any material term of this Agreement, the State may provide an opportunity for *Contractor Business Associate* to cure. If *Contractor Business Associate* does not cure within the time specified by the State or if the State believes that cure is not reasonably possible, the State may immediately terminate the Contract without incurring liability or penalty for such termination. If neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary of HHS. The State has the right to seek to cure such failure by *Contractor Business Associate*. Regardless of whether the State cures, it retains any right or remedy available at law, in equity, or under the Contract and *Contractor Business Associate* retains its responsibility for such failure.

15. Return/Destruction of PHI.

15.1 *Contractor Business Associate* in connection with the expiration or termination of the Contract shall return or destroy, at the discretion of the Covered Entity, *PHI* that *Contractor Business Associate* still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. *Contractor Business Associate* shall not retain any copies of *PHI*. *Contractor Business Associate* shall certify in writing and report to Covered Entity (1) when all *PHI* has been returned or destroyed and (2) that *Contractor Business Associate* does not continue to maintain any *PHI*. *Contractor Business Associate* is to provide this certification during this thirty (30) day period.

15.2 *Contractor Business Associate* shall report to Covered Entity any conditions that *Contractor Business Associate* believes make the return or destruction of *PHI* infeasible. *Contractor Business Associate* shall extend the protections of this Agreement to such *PHI* and limit further Uses and Disclosures to those purposes that make the return or destruction infeasible for so long as *Contractor Business Associate* maintains such *PHI*.

16. Penalties. *Contractor Business Associate* understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of *PHI* and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations.

17. Training. *Contractor Business Associate* understands its obligation to comply with the law and shall provide appropriate training and education to ensure compliance with this Agreement. If requested by the State, *Contractor Business Associate* shall participate in Covered Entity's training regarding the Use, Confidentiality, and Security of *PHI*; however, participation in such training shall not supplant nor relieve *Contractor Business Associate* of its obligations under this Agreement to independently assure compliance with the law and this Agreement.

18. Miscellaneous.

18.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contract, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the Contract continue in effect.

18.2 Each party shall cooperate with the other party to amend this Agreement from time to time as is necessary for such party to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA. This Agreement may not be amended, except by a writing signed by all parties hereto.

18.3 Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

18.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule, Security Rule, and HITECH) in construing the meaning and effect of this Agreement.

18.5 *Contractor Business Associate* shall not have or claim any ownership of *PHI*.

18.6 *Contractor Business Associate* shall abide by the terms and conditions of this Agreement with respect to all *PHI* even if some of that information relates to specific services for which *Contractor Business Associate* may not be a “*Contractor Business Associate*” of Covered Entity under the Privacy Rule.

18.7 *Contractor Business Associate* is prohibited from directly or indirectly receiving any remuneration in exchange for an *Individual’s PHI*. *Contractor Business Associate* will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Reports or data containing *PHI* may not be sold without Covered Entity’s or the affected Individual’s written consent.

18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for *Contractor Business Associate* to return or destroy *PHI* as provided in Section 14.2 and (b) the obligation of *Contractor Business Associate* to provide an accounting of disclosures as set forth in Section 12 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

For ADS:

Signature: _____

Name: _____

Title: _____

Date: _____

For Contractor Business Associate:

Signature: _____

Name: _____

Title: _____

Date: _____

(End of Attachment E)

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT PROVISIONS

1. **Definitions:** For purposes of this Attachment F, the term "Agreement" shall mean the form of the contract or grant, with all of its parts, into which this Attachment F is incorporated. The meaning of the term "Party" when used in this Attachment F shall mean any named party to this Agreement *other than* the State of Vermont, the Agency of Human Services (AHS) and any of the departments, boards, offices and business units named in this Agreement. As such, the term "Party" shall mean, when used in this Attachment F, the Contractor or Grantee with whom the State of Vermont is executing this Agreement. If Party, when permitted to do so under this Agreement, seeks by way of any subcontract, sub-grant or other form of provider agreement to employ any other person or entity to perform any of the obligations of Party under this Agreement, Party shall be obligated to ensure that all terms of this Attachment F are followed. As such, the term "Party" as used herein shall also be construed as applicable to, and describing the obligations of, any subcontractor, sub-recipient or sub-grantee of this Agreement. Any such use or construction of the term "Party" shall not, however, give any subcontractor, sub-recipient or sub-grantee any substantive right in this Agreement without an express written agreement to that effect by the State of Vermont.
2. **Agency of Human Services:** The Agency of Human Services is responsible for overseeing all contracts and grants entered by any of its departments, boards, offices and business units, however denominated. The Agency of Human Services, through the business office of the Office of the Secretary, and through its Field Services Directors, will share with any named AHS-associated party to this Agreement oversight, monitoring and enforcement responsibilities. Party agrees to cooperate with both the named AHS-associated party to this contract and with the Agency of Human Services itself with respect to the resolution of any issues relating to the performance and interpretation of this Agreement, payment matters and legal compliance.
3. **Medicaid Program Parties** (*applicable to any Party providing services and supports paid for under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver*):

Inspection and Retention of Records: In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements, and will comply with all requests appropriate to enable the Agency of Human Services, the U.S. Department of Health and Human Services (along with its Inspector General and the Centers for Medicare and Medicaid Services), the Comptroller General, the Government Accounting Office, or any of their designees: (i) to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement; and (ii) to inspect and audit any records, financial data, contracts, computer or other electronic systems of Party relating to the performance of services under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver. Party will retain for ten years all documents required to be retained pursuant to 42 CFR 438.3(u).

Subcontracting for Medicaid Services: Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must clearly specify in writing the responsibilities of the subcontractor or other service provider and Party must retain the authority to revoke its subcontract or service provider agreement or to impose other sanctions if the performance of the subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

Medicaid Notification of Termination Requirements: Party shall follow the Department of Vermont Health Access Managed-Care-Organization enrollee-notification requirements, to include the requirement that Party provide timely notice of any termination of its practice.

Encounter Data: Party shall provide encounter data to the Agency of Human Services and/or its departments and ensure further that the data and services provided can be linked to and supported by enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: Party shall provide a security plan, risk assessment, and security controls review document within three months of the start date of this Agreement (and update it annually thereafter) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

4. **Workplace Violence Prevention and Crisis Response** (*applicable to any Party and any subcontractors and sub-grantees whose employees or other service providers deliver social or mental health services directly to individual recipients of such services*):

Party shall establish a written workplace violence prevention and crisis response policy meeting the requirements of Act 109 (2016), 33 VSA §8201(b), for the benefit of employees delivering direct social or mental health services. Party shall, in preparing its policy, consult with the guidelines promulgated by the U.S. Occupational Safety and Health Administration for *Preventing Workplace Violence for Healthcare and Social Services Workers*, as those guidelines may from time to time be amended.

Party, through its violence protection and crisis response committee, shall evaluate the efficacy of its policy, and update the policy as appropriate, at least annually. The policy and any written evaluations thereof shall be provided to employees delivering direct social or mental health services.

Party will ensure that any subcontractor and sub-grantee who hires employees (or contracts with service providers) who deliver social or mental health services directly to individual recipients of such services, complies with all requirements of this Section.

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. **Employees and Independent Contractors:**

Party agrees that it shall comply with the laws of the State of Vermont with respect to the appropriate classification of its workers and service providers as “employees” and “independent contractors” for all

purposes, to include for purposes related to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance as to the appropriate classification of “workers” and “independent contractors” relating to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party will on request provide to the Agency of Human Services information pertaining to the classification of its employees to include the basis for the classification. Failure to comply with these obligations may result in termination of this Agreement.

7. **Data Protection and Privacy:**

Protected Health Information: Party shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this Agreement. Party shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: Substance abuse treatment information shall be maintained in compliance with 42 C.F.R. Part 2 if the Party or subcontractor(s) are Part 2 covered programs, or if substance abuse treatment information is received from a Part 2 covered program by the Party or subcontractor(s).

Protection of Personal Information: Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR 155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual’s identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with any other personal or identifiable information that is linked or linkable to a specific person, such as date and place or birth, mother’s maiden name, etc.

Other Confidential Consumer Information: Party agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to and uses of personal information relating to any beneficiary or recipient of goods, services or other forms of support. Party further agrees to comply with any applicable Vermont State Statute and other regulations respecting the right to individual privacy. Party shall ensure that all of its employees, subcontractors and other service providers performing services under this agreement understand and preserve the sensitive, confidential and non-public nature of information to which they may have access.

Data Breaches: Party shall report to AHS, through its Chief Information Officer (CIO), any impermissible use or disclosure that compromises the security, confidentiality or privacy of any form of protected personal information identified above within 24 hours of the discovery of the breach. Party shall in addition comply with any other data breach notification requirements required under federal or state law.

8. **Abuse and Neglect of Children and Vulnerable Adults:**

Abuse Registry. Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact through (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement,

(a) is a caregiver or has any other contact with clients and (b) has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

9. **Information Technology Systems:**

Computing and Communication: Party shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Party as part of this agreement. Options include, but are not limited to:

1. Party's provision of certified computing equipment, peripherals and mobile devices, on a separate Party's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

Intellectual Property/Work Product Ownership: All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement -- including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement, or are a result of the services required under this grant -- shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30-days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Party (or subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

Party shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State of Vermont.

If Party is operating a system or application on behalf of the State of Vermont, Party shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Party's materials.

Party acknowledges and agrees that should this agreement be in support of the State's implementation of the Patient Protection and Affordable Care Act of 2010, Party is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. Such agreement will be subject to, and incorporates here by reference, 45 CFR 74.36, 45 CFR 92.34 and 45 CFR 95.617 governing rights to intangible property.

Security and Data Transfers: Party shall comply with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Party of any

new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Party to implement any required.

Party will ensure the physical and data security associated with computer equipment, including desktops, notebooks, and other portable devices, used in connection with this Agreement. Party will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. Party will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, Party shall securely delete data (including archival backups) from Party's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

Party, in the event of a data breach, shall comply with the terms of Section 7 above.

10. **Other Provisions:**

Environmental Tobacco Smoke. Public Law 103-227 (also known as the Pro-Children Act of 1994) and Vermont's Act 135 (2014) (An act relating to smoking in lodging establishments, hospitals, and child care facilities, and on State lands) restrict the use of tobacco products in certain settings. Party shall ensure that no person is permitted: (i) to use tobacco products or tobacco substitutes as defined in 7 V.S.A. § 1001 on the premises, both indoor and outdoor, of any licensed child care center or afterschool program at any time; (ii) to use tobacco products or tobacco substitutes on the premises, both indoor and in any outdoor area designated for child care, health or day care services, kindergarten, pre-kindergarten, elementary, or secondary education or library services; and (iii) to use tobacco products or tobacco substitutes on the premises of a licensed or registered family child care home while children are present and in care. Party will refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors.

Failure to comply with the provisions of the federal law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The federal Pro-Children Act of 1994, however, does not apply to portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

2-1-1 Database: If Party provides health or human services within Vermont, or if Party provides such services near the Vermont border readily accessible to residents of Vermont, Party shall adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211 (Vermont 211), and will provide to Vermont 211 relevant descriptive information regarding its agency, programs and/or contact information as well as accurate and up to date information to its database as requested. The "Inclusion/Exclusion" policy can be found at www.vermont211.org.

Voter Registration: When designated by the Secretary of State, Party agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

Drug Free Workplace Act: Party will assure a drug-free workplace in accordance with 45 CFR Part 76.

Lobbying: No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)

(Revision date: *July 19, 2023*)

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General

- a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
- b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- c. No compensation will be allowed for items eliminated from the Contract.
- d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

DEBARMENT AND SUSPENSION

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

STATE OF VERMONT – IRS Pub. 1075 TERMS
for all Contracts involving disclosure of Federal tax information

(Revision date: July 14, 2022)

To the extent Contractor's performance under this Contract involves the processing or storage of Federal tax information ("FTI"), then, pursuant to IRS Publication 1075, the following provisions shall apply in addition to any other security standard or requirements set forth in this Contract:

A. PERFORMANCE:

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

- (1) All work will be performed under the supervision of the Contractor.
- (2) The Contractor and Contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the State and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this Contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection or disclosure of FTI to anyone other than the Contractor or the Contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (5) The Contractor will certify that FTI processed during the performance of this Contract will be completely purged from all physical and electronic data storage with no output to be retained by the Contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the Contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the State. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the State with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- (7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

(8) No work involving FTI furnished under this Contract will be subcontracted without the prior written approval of the IRS and the State.

(9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

(10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the Contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the State under this Contract assumes toward the Contractor, and the subcontractor shall assume toward the Contractor all the same obligations, duties and responsibilities which the Contractor assumes toward the State under this Contract.

(11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this Contract apply to the subcontractor, and the subcontractor is bound and obligated to the Contractor hereunder by the same terms and conditions by which the Contractor is bound and obligated to the State under this Contract.

(12) For purposes of this Contract, the term "Contractor" includes any officer or employee of the Contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The State will have the right to void the Contract if the Contractor fails to meet the terms of FTI safeguards described herein.

B. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of the Contractor to whom FTI is or may be disclosed shall be notified in writing by the Contractor that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of the Contractor to whom FTI is or may be accessible shall be notified in writing by the Contractor that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of the Contractor to whom FTI is or may be disclosed shall be notified in writing by the Contractor that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(4) Additionally, Contractor shall inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1),

which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(5) Prior to Contractor having access to FTI, Contractor shall certify that each officer or employee who will use or access FTI on Contractor's behalf pursuant to this Contract understands the State's security policy and procedures for safeguarding FTI. Contractor's authorization to access FTI hereunder shall be contingent upon annual recertification that each such officer or employee understands the State's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the State's files for review. As part of the certification and at least annually afterwards, Contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see IRS Publication 1075 Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the State's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches (see IRS Publication 1075 Section 1.8, Reporting Improper Inspections or Disclosures). For the initial certification and the annual recertifications, the Contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

C. INSPECTION:

The IRS and the State, with 24 hour's notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this Contract for compliance with requirements defined in IRS Publication 1075. The IRS's right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with FTI safeguard requirements.