



**STATE OF VERMONT  
DEPARTMENT FOR CHILDREN AND FAMILIES**

**VERMONT APPENDIX**

**NORTHEAST COALITION OF STATES  
ELECTRONIC BENEFITS TRANSFER  
REQUEST FOR PROPOSALS  
(NCS EBT RFP)**

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**Note:** In organizing this RFP, there was an attempt to correspond Sections and Appendices as much as possible with the organization of the full NCS RFP. Any items not specifically addressed in the VT Appendix should be assumed to be consistent with the NCS EBT RFP.

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# SECTION ONE - INTRODUCTION

## 1.1 Overview

The Vermont Department for Children and Families, as a member of the Northeast Coalition of States (NCS), seeks bids for Electronic Benefit Transfer (EBT) services as described in detail in the March 2012 NCS EBT Request for Proposals (NCS EBT RFP) and in this Vermont State Appendix to that RFP.

The New York State Office of Temporary and Disability Assistance (OTDA) is issuing the NCS EBT RFP on behalf of the Northeast Coalition of States (NCS). The purpose of the Vermont Appendix is to serve as a supplement to the NCS EBT RFP, to offer detailed and Vermont specific information necessary in preparing bids for this proposal, and to outline the State specific contract requirements. Any item not specifically and explicitly addressed in this Vermont State Appendix should be treated as described in the full NCS EBT RFP.

Vermont's current contract commenced October 1, 2005; the contract end date as of the release of this RFP is August 31, 2013. Vermont anticipates extending the current contract for two years, through August 31, 2015.

## 1.2 – 1.6 CONSISTENT WITH THE *NCS EBT RFP*

## 1.7 Vermont Glossary of Terms & Acronyms

<b>3SquaresVT</b>	Vermont's name for the SNAP program/food benefits
<b>ACCESS</b>	Vermont's client data & eligibility system
<b>AHS</b>	Agency of Human Services
<b>Cash out</b>	3SquaresVT benefits delivered to certain eligible clients in cash
<b>CVV</b>	WIC Cash Value Voucher program
<b>DCF</b>	Department for Children & Families
<b>DII</b>	Department of Information & Innovation
<b>ESD</b>	Economic Services Division
<b>Reach Ahead</b>	State funded food benefits
<b>Reach Up</b>	Vermont's name for TANF benefits
<b>SOV</b>	State of Vermont
<b>VDH</b>	Vermont Department of Health

## **SECTION TWO - PROCUREMENT INFORMATION**

### **2.1 – 2.12 CONSISTENT WITH THE NCS EBT RFP**

#### **2.13 LETTER OF CREDIT OR PERFORMANCE BOND**

Each Offeror's Administrative Section must include a statement, without exception, that it is committed to providing the required letter of credit or performance bond, as described in Article Three in the Standard Terms and Conditions, including in such statement specific information as to how it will be provided. The selected Offeror will be required to provide the State of Vermont with appropriate proof that the letter of credit or performance bond is being furnished prior to commencement of a contract resulting from this RFP and within fifteen (15) business days after the contract becomes effective under applicable state laws. **Such performance bonds may be issued on an annually renewable basis on annually renewable bond forms to be provided by Contractor's Surety Bond Broker.**

In its current contract, the State of Vermont required an irrevocable Letter of Credit in the amount of \$1,000,000.

The institution that holds the Letter of Credit or Performance Bond may not have any financial affiliation with the Offeror.

Failure to provide proof of the required letter of credit or performance bond will result in termination for cause and OTDA, in consultation with the other NCS members, reserves the right to award a new contract to another Offeror that responded to the EBT RFP.

### **2.14 - 2.25 CONSISTENT WITH THE NCS EBT RFP**

#### **2.26 PUBLIC RECORD**

**2.26.1** All proposals shall become the property of the State.

**2.26.2** All public records of DCF are available for disclosure, except for RFPs prior to the release to potential bidders; and proposals and bids received in response to the RFP, until the Contractor and DCF have executed the contract. At that time, the unsuccessful bidders may request a copy of their own score sheets as well as request to view the successful bidder's proposal at DCF Central Office.

**2.26.3** DCF will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement is disclosed except those portions specifically marked by the bidder as falling within one of the exemptions of 1 V.S.A. § 317.

#### **2.27 AUTHORITY TO BIND DCF**

The Commissioner and Deputy Commissioner of DCF (in parent AHS Secretary or Deputy Secretary) are the only persons who may legally commit DCF to any contract agreements.

#### **2.28 CONTRACT STIPULATIONS**

DCF reserves the right to incorporate standard contract provisions, which can be mutually agreed upon, into any contract negotiated as a result of any proposal submitted in response to this RFP. These provisions may include such things as the normal day-to-day relationships with the vendor, but may not substantially alter the requirements of this RFP. Further, the successful vendor is to be aware that all material submitted in response to this RFP, as well as the RFP itself, will be incorporated as part of the final contract. The selected vendor(s) will sign a contract with DCF to provide the items named in their responses, at the prices listed. This contract will be subject to review throughout its term. DCF will consider cancellation upon discovery that the selected vendor is in violation of any portion of the agreement, including an inability by the vendor to provide the products, support and/or service offered in their response. If two or more organizations' joint proposal is apparently successful, one organization must be designated as the Prime Bidder. The Prime Bidder will be DCF's sole point of contact and will bear sole responsibility for performance under any resulting agreement.

## **2.29 CONTRACT TERM**

Tentatively, the period of performance of the work to be performed as a result of this RFP is September 1, 2015 to August 31, 2022. DCF has the option to continue to contract with the successful bidder pursuant to this RFP for up to two additional years.

## **SECTION THREE - Qualification and Experience Requirements**

Fully Contained in the NCS EBT RFP - No Vermont Specific Requirements

**ATTACHMENT A:**  
**Specifications of Work to be Performed**  
**Detailed Technical Requirements**

**Containing Sections 4 -12 (four - twelve) as described in the full NCS EBT RFP, plus specifications addressing the areas of the NCS EBT RFP where state specific information was required.**

## ATTACHMENT A, SECTION FOUR

### Detailed Technical Requirements for the EBT system

As described in the NCS EBT RFP, plus the following Vermont specific requirements.

#### A.4.1 Vermont's Current EBT System - Overview

Vermont's EBT Unit is housed in the Business Office of the Department for Children and Families (DCF), a department in the Agency of Human Services (AHS). SNAP and TANF benefits to clients in Vermont are delivered primarily through DCF's Economic Services Division (ESD). WIC is a program of the Vermont Department of Health (VDH), also a department of AHS.

Client eligibility determination for EBT benefits is done using the ACCESS mainframe system, ESD's data and eligibility system (or using the WIC mainframe eligibility system for WIC clients). For both EBT and WIC clients, case and benefit data transmits electronically from ACCESS/WIC to Vermont's EBT provider (FIS), in a once per day, secure, overnight batch file. For ongoing cases, monthly benefit authorizations are also transmitted in an electronic batch file to the vendor to be applied to existing case records, once or twice per month.

Cases are created or updated in the vendor's system based on the batch files. The vendor maintains "WebAdmin" (aka EBT Edge), an online portal of case, client, financial data and reports that may be accessed by authorized State staff with a User ID and password. The vendor also maintains an online "User Admin" portal for adding, deleting and updating WebAdmin users, access levels and passwords, and a portal allowing cardholders to access their account information online.

Information on new or replacement EBT cards to be produced is sent by the vendor to the State in a daily secure batch file. This file is drawn from daily updates to card status for existing clients and new card issuances for new cases. Vermont EBT cards are magnetic stripe cards produced every workday in the DCF Business Office, under the supervision of the EBT Director. Cards are mailed directly to clients using USPS. PINs are set using an automated voice response system or through the client web portal after completion of an identity verification protocol.

The type of benefit defines how the EBT card may be used. In Vermont there are five main EBT benefit types:

- 1) 3SquaresVT (Vermont's name for federal SNAP benefits);
- 2) 3SquaresVT Cash-out, a SNAP benefit for clients who are elderly or have a disability, paid in the form of cash. Cash-out essentially behaves like other cash benefits from the EBT vendor's perspective;
- 3) Cash (usually associated with the TANF program, called "Reach Up" in Vermont);
- 4) State funded Food benefits ("Reach Ahead");
- 5) WIC (WIC cards operate on the SNAP/3SVT infrastructure and use the same BIN, with a different 7<sup>th</sup> digit, on a separate card from 3SquaresVT/SNAP or cash benefits) (See Section 8 of the Vermont Specific Appendix for details)

The State settles with the vendor every business day for state-funded benefits based on a financial report posted for the State on its online portal and transmitted to the state in the "Daily File" referenced below. Settlement is transmitted electronically from the Vermont State Treasurer's office to the vendor. For 3SquaresVT benefits, reimbursement to FIS goes directly from the US Treasury using the Automated Standard Application for Payments (ASAP).

**Detailed recent caseload information for Vermont is provided in Appendix 12 of the full NCS RFP.**

At the time of the issuance of this RFP, the State of Vermont is embarking on a project to transition to a new comprehensive eligibility and case management system. The new eligibility system is called "VIEWS" (Vermont's Integrated Eligibility Workflow System) and its development and implementation is likely to occur during the period of the EBT contract eventually secured by this RFP. The state anticipates little change to interfaces with the EBT vendor.

#### **A.4.1.2 Vermont IT Resources Overview**

ACCESS is maintained by AHS/DCF staff. ACCESS runs on a mainframe computer housed in Montpelier, VT and managed and operated by Department of Information and Innovation (DII), a department independent of DCF, and under the umbrella of the Agency of Administration and Finance.

The current ACCESS system is a text-based application that resides on an International Business Machines (IBM) model 2096 H01, OS/390 2051.11 Enterprise Server and CICS Transaction Server 3.2. ACCESS data resides in an ADABAS database and the NATURAL programming language was used to develop the existing ACCESS system. Both ADABAS and NATURAL are products developed and supported by Software AG. NATURAL version 4.23 and ADABAS version 7.44 are the versions in use at the State of Vermont's (SOV) Department for Children and Families (DCF) at the time of the release of this RFP.

There are approximately 900 authorized users who have on-line access to the ACCESS system via personal computers. The State of Vermont currently uses TCP/IP and "CONNECT:Direct Secure+" as its two primary communications protocols for data transmission to external agencies and corporate entities.

The State of Vermont currently sends eligibility and demographic files to the EBT contractor through a batch process. These files are sent via "CONNECT:Direct Secure+". The State also receives batch files and reports from the contractor via "CONNECT:Direct Secure+". These are described in detail below.

#### **A.4.2 Batch and Online, Account Set-up, Account Maintenance and Benefit Authorization (addressing 4.3.1 Account Set-up, Account Maintenance and Benefit Authorization in NCS EBT RFP)**

##### **A.4.2.1 Batch Processing (addressing 4.3.1.4 in the NCS EBT RFP)**

The primary mechanism for benefit changes, benefit postings, additions, deletions, etc., is overnight batch processing which takes place during evening hours (EST) and on weekends. Vermont does not currently make real time transmissions of data from the State system to the Vendor's system.

##### **A.4.2.2 File and Record Transmissions (addressing 4.3.1.3 in the NCS EBT RFP)**

Benefit Information for data exchange to and from the present contractor is sent via a series of mainframe batch jobs using CONNECT:Direct Secure + as the transmission package. The State's CONNECT:Direct package is located on the SOV IBM-9672/RB4 OS/390 mainframe. Each EBT data exchange batch job is run on a pre-determined schedule with some jobs running daily while others maybe run only once or twice a month as described below.

Data that originates at SOV and is sent to the contractor does so in the form of Generation Data Groups (GDG's) that use CONNECT:Direct Secure+ as the data transfer package. Data that originates at the contractor's site and is subsequently sent to SOV also use GDG's on the mainframe, with CONNECT:Direct Secure+ as the data transfer package.

##### **A.4.2.3 Use of Existing File Formats (addressing 4.3.1.2 in NCS EBT RFP)**

The SOV expects that the data exchanges outlined in this RFP will occur with the same frequency and in the same format when the current EBT contract expires. (No changes are anticipated from the time of this writing until the end of the present contract, however SOV maintains the right to make changes between now and that time in order to best serve the State's clients under the present contract.)

SOV requires that the existing outbound and inbound file formats and record layouts be preserved and therefore unmodified for all data file exchanges. For clarity, SOV record layouts are provided in Section: 4.A.3.2.

For general illustration purposes, below are outlines of some of the present batch data exchanges. Other processes may exist, and the examples below are not to be taken as a complete summary of all processes.

*The State of Vermont requires the contractor to address the **Special Note** in Section 4.2.3.1 as a deliverable.*

'Workdays' below corresponds to days State of Vermont/DCF offices are officially open for business. These mostly correspond to the Federal holiday schedule but on occasion may differ. A complete list of holiday closings can be found at: [http://humanresources.vermont.gov/about/holiday\\_schedule](http://humanresources.vermont.gov/about/holiday_schedule).

#### **A.4.2.3.1 State Originating Files, Schedules and "Refresh" Files (addressing 4.3.1.4 Batch Processing):**

**'Case/Client file:** On workdays, the State of Vermont (SOV) runs PASS1890 (SOV batch job) which starts a process that sends Case/Client data in a Generation Data Group (GDG) through CONNECT:Direct to the contractor. Once processed, the contractor returns a 'Case/Client Refresh' file through CONNECT:Direct to SOV/DCF as a GDG. A SOV mainframe batch job, PASS120C processes the contractor-sent incoming "Refresh" GDG and sends a copy of it to a SOV server for SOV staff. **TABLES 1-5, Section 4.A.5.3**

**'Cash' and 'Food' (Dailies):** On workdays, SOV runs PASS190B (SOV batch job) which starts a process that sends 2 GDG's (Cash and Food) data through CONNECT:Direct to the contractor. Once processed, the contractor returns two files, 'Refresh Cash' and 'Refresh Food', through CONNECT:Direct to SOV/DCF as a GDG. SOV mainframe batch job, PASS120C processes the contractor-sent incoming "Refresh" GDG and sends a copy of it to a SOV server for SOV staff. **TABLE 6, Section 4.A.5.4**

**'Food Monthly - Food':** Once per benefit month, SOV runs PASS549A (SOV batch job) which starts a process that sends a GDG (Food Monthly) data through CONNECT:Direct to the contractor. Once processed, the contractor returns a 'Refresh Food Monthly' file through CONNECT:Direct to SOV/DCF as a Refresh GDG. SOV mainframe batch job, PASS120C processes the contractor-sent incoming "Refresh" GDG and sends a copy of it to a SOV server for SOV staff. \* See special note. **TABLE 8, Section 4.A.5.4**

**'Food Monthly - Cash':** Once per benefit month, SOV runs PASS549A (SOV batch job) which starts a process that sends a GDG (Food Monthly) data through CONNECT:Direct to the contractor. Once processed, the contractor returns a 'Refresh Food Monthly' file through CONNECT:Direct to SOV/DCF as a Refresh GDG. SOV mainframe batch job, PASS120C processes the contractor-sent incoming "Refresh" GDG and sends a copy of it to a SOV server for SOV staff. \* **See special note. TABLE 7, Section 4.A.5.4. \* THIS JOB IS FOR VERMONT'S 'CASH OUT' PROGRAM (Food benefits delivered via EBT Cash to elders and those with a disability).**

**'Cash Monthly' (60%):** Once per benefit month, SOV runs PASS544A (SOV batch job) which starts a process that sends a GDG (60% RUFA Cash Monthly) data through CONNECT:Direct to the contractor. Once processed, the contractor returns a 'Refresh Cash Monthly' file through CONNECT:Direct to SOV/DCF as a GDG. SOV mainframe batch job, PASS120C processes the contractor-sent incoming "Refresh" GDG and sends a copy of it to a SOV server for SOV staff. \* See special note. **TABLE 9, Section 4.A.5.4**

**'Cash Monthly' (40%):** Once per benefit month, SOV runs PASS543A (SOV batch job) which starts a process that sends a GDG (40% RUFA Cash Monthly) data through CONNECT:Direct to the contractor. Once processed, the contractor returns a 'Refresh Cash Monthly' file through CONNECT:Direct to SOV/DCF as a GDG. SOV mainframe batch job, PASS120C processes the contractor-sent incoming "Refresh" GDG and sends a copy of it to a SOV server for SOV staff. \* See special note. **TABLE 10, Section 4.A.5.4**

**Special note:** Vermont requires that the GDG used on the contractor's side to receive the Food Monthly benefit info from SOV (as described in PASS549A above) be a separate and different GDG than what is used by the contractor to receive the Monthly Cash (as described as the 60% RUFA Cash and the 40% RUFA Cash benefit.) This allows for both Monthly Food and Monthly Cash benefit data to be transferred to the contractor and processed by the contractor on the same processing day should the need arise. This is required due to the Cash Out program.

#### A.4.2.3.2 Structure of Files *from State of Vermont to the Contractor*:

General Notes:

1. All Alphanumeric fields are left-justified and right space filled.
2. The current EBT system runs with two separate agencies: VTDCF and VTWIC. It is critical that cases and data for DCF cases and WIC cases remain separate and distinguishable by the agency code.
3. Files which use the #AGENCY-CODE presently have "VTDCF" as the field's data for DCF and "VTWIC" for WIC

#### A.4.2.3.3 EBT Account Number Assignment (Addressing 4.3.1.1 in the NCS EBT RFP)

The State of Vermont uses Social Security Numbers (SSN's) as the unique account number for EBT clients. (This may change with the shift to the new VIEWS eligibility system.) The SSN is the primary identifier used in batch file transmissions, and by Vermont clients in identifying their own cases to SOV staff. The current EBT contractor assigns an additional unique account number to each client/case (in addition to the EBT card number).

#### A.4.2.3.4 Record Format Tables and Usage Notes for Case/Client files

Case/Client files are used by the State to add case and client information to the EBT System database through the batch maintenance process.

**TABLE1**

<b>REFRESH: "CASE/CLIENT" HEADER RECORD: (Record Length: 165 bytes)</b>		
SOV Info: PASS189Z / ASPSEBT / PAS.AGSN.EBT.CASE(+1)		
Field Name	Format	Comments
#RECORD-TYPE	(A2)	Constant = HC.
#AGENCY-UNIQUE	(A15)	Agency Discretionary Data.
#AGENCY-CODE	(A6)	Constant = VTDCF
#MAINTENANCE-TYPE	(A16)	Constant = CASE/CLIENT.
#CREATE-DATE	(N8)	Required: CCYYMMDD.
#CREATE-TIME	(N4)	Required: HHMM.
#FILLER-1	(A114)	Field will be set to blanks.

<b>REFRESH: "CASE/CLIENT" DETAIL RECORD: (Record Length: 165 bytes)</b>		
Field Name	Format	Comments
#REFRESH-ACTION	(A1)	Required: A=Add, C=Change.
#HH-SS-NUM	(A9)	Required (CASE-NUMBER/SSN).
#CLIENT-TYPE	(A2)	Required: Valid Values: P, PC, PF, 1C, 1F, 1B, 2C, 2F, 2B.
#IMS-NBR	(A3)	Required: PATH Worker Number.
#LOCAL-OFFICE	(A3)	Required: PATH Office Code. Present Valid Values: ADO, BDO, HDO, JDO, LDO, MDO, NDO, RDO, SDO, TDO, VDO, YDO, ZDO.
#FIRST-NAME	(A15)	Required: Client First Name.
#MID-INIT	(A1)	Required: Client Middle Initial.
#LAST-NAME	(A20)	Required: Client Last Name.
#OUT-ADDRESS1	(A30)	Required: Client Street Address 1.
#OUT-ADDRESS2	(A30)	Optional: Client Street Address 2.
#CITY	(A20)	Required: Client City.
#STATE	(A2)	Required: Client State.
#ZIP	(A9)	Required: 5 or 9 digit zip code w/o the dash.
#BIRTHDATE	(N8)	Required: Client Birthdate CCYYMMDD.
#SS-NUM	(A9)	Optional: SSN.
#ISSUE-CARD	(A1)	Required: Y (Yes) N (No).
#GEN-PIN	(A1)	Required: Y (Yes) N (No).
#LANGUAGE	(A1)	Required: E (English).

**Usage Notes on Table 1: CASE/CLIENT**

This record format is used to add and change case and client information. On an **Add** request, if the case does not exist in the EDGE database, a case record will be created. If a case record already exists, the client will be added to the indicated case. If an Add record is received for a client already on the EDGE database, the add will be rejected, the EDGE database will not be modified and the state will be notified via the Error report returned by the contractor. On a **Change** request, the first three fields are required; REFRESH-ACTION, HH-SS-NUM, and CLIENT-TYPE. Beyond those three fields, only fields that have changed should be present. Fields that are optional may be blanked out by using asterisks (\*) when sending in a Change request.

**TABLE 2**

REFRESH: “CASE/CLIENT - CLIENT TYPE” MAINTENANCE RECORD: (Record Length: 165 bytes)		
Field Name	Format	Comments
#REFRESH-ACTION-P	(A1)	P = Client type (benefit payee) change.
#HH-SS-NUM-P	(A9)	Required.
#OLD-CLIENT-TYPE	(A2)	Required.
#NEW-CLIENT-TYPE	(A2)	Required.
#FILLER-5	(A151)	Field will be set to blanks.

**Usage Notes on Table 2: CASE/CLIENT - CLIENT TYPE**

This record format is used to change the client type for a payee on the EDGE database which allows the State to have different payees for cash (C) and food (F) benefits. Future benefits issued to the payees need to have the correct client type associated with the benefits being issued. If the State attempts to change the client type to a type that has already been assigned to another client on the case, the request will be rejected. All alphanumeric fields will be left justified and right space filled.

The client types are mutually exclusive within each of their respective client types, which means that there can only be one primary on the case as well as only one first alternate. For example, if a client with a type of **PF** is on the account, another client with a code of **PC** cannot be added to the case. However, an alternate client with a client code of **1C**, **1F**, or **1B** could be added.

**NOTE:** *If the State determines that multiple alternates on a case will be allowed, there can only be one alternate labeled 1. Second alternates on a case must be identified as 2. Such as, a protective payee and an authorized representative on a case would be labeled as 1C and 2F.*

**TABLE 3**

REFRESH: “CASE/CLIENT CASE NUMBER CHANGE” RECORD: (Record Length: 165 bytes)		
Field Name	Format	Comments
#REFRESH-ACTION-B	(A1)	B = Case number change.
#OLD-CASE-NUMBER	(A9)	Required.
#NEW-CASE-NUMBER	(A9)	Required.
#LOC-OFFICE-CD	(A3)	Required.
#FILLER-3	(A143)	Field will be set to blanks.

**Usage Notes on Table 3: CASE/CLIENT CASE NUMBER CHANGE**

This record format is used to change an old case number (temporary case number assigned by the State) to a new number on the Deluxe EDGE database. This maintenance file will allow for old/new case numbers to be verified and updated as needed.

At the time of the initial case setup, a 9-digit *temporary* case number may be assigned to a case/client in the event that they do not have a social security number (SSN). The client is asked to apply for a SSN and once it is issued, this number is used as the case number and sent to the EDGE database. The Case Number Change transaction will replace the old case number with the new number on the EBT database. The client records and remaining benefits will be linked to the new case number. Transactions that took place prior to the case number change will not be modified on the transaction History screen. Therefore, the State will be required to use the old case number to view these transactions.

**TABLE 4**

<b>REFRESH: "CASE/CLIENT DEACTIVATE CLIENT" RECORD: (Record Length: 165 bytes)</b>		
<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
#REFRESH-ACTION-D	(A1)	Required. D = Deactivate.
#HH-SS-NUM-D	(A9)	Required. Case Number.
#CLIENT-TYPE-D	(A2)	Required. Valid Values: P, PC, PF, 1C, 1F, 1B, 2C, 2F, 2B.
#STATUS-CARD	(A1)	Y (Yes), N (No).
#FILLER-3	(A143)	Field will be set to blanks.

**Usage Notes Table 4: CASE/CLIENT DEACTIVATE CLIENT**

This record format is used to deactivate alternate client information. The *Status Card* indicator gives the State the ability to also deactivate the card in addition to the alternate client. Once the alternate is deactivated, any future benefits added to the account will not be accessible to the deactivated alternate. However, the alternate will still be able to access the existing benefits to which their card is linked. If the State wishes to terminate access to all benefits immediately for the alternate, they would set the *Status Card* flag to **Y**. This will status the card as *Deactivated/Canceled*. A primary client cannot be deleted from a case.

**TABLE 5**

<b>REFRESH: "CASE/CLIENT" TRAILER RECORD: (Record Length: 165 bytes)</b>		
<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
#RECORD-TYPE	(A2)	Constant = TC.
#NO-DETAIL-RECORDS	(N9)	Required. Total number of detail records.
#NO-ADDS	(N9)	Required. Total number of add records.
#NO-CHANGES	(N9)	Required. Total number of change records.
#NO-CLIENT-TYPE-CHANGES	(N9)	Required. Total number of client type records.
#NO-CASE-NUMBER-CHANGES	(N9)	Required. Total number of case number records.
#DEACTIVATE-COUNT	(N9)	Required. Total number of deactivate records.
#FILLER-2	(A109)	Field will be set to blanks.

#### A.4.2.4 Record Format Tables and Usage Notes for Benefit Maintenance Files

The Benefit Maintenance Files are used by the State to add benefit authorizations information on the EBT System database through the Batch Maintenance process. This includes both daily authorizations and monthly authorizations for food and cash benefits. The format includes the ability to cancel benefit authorizations. The State will only cancel benefits prior to the availability date of the benefit. The authorization number assigned to the benefit must be unique. Once a benefit has been canceled, the authorization number cannot be used again. Record length: 80 bytes. All alphanumeric fields will be left justified and right space filled.

(SOV Info: PASS190A / ASPSSAN1 / PAS.AGUG.EBT.CASH.DAILY (+1)  
 PASS190A / ASPSSAN1 / PAS.AGUF.EBT.FOOD.DAILY (+1) (a/o: 04/15/2003))

**TABLE 6**

<b>REFRESH “CASH DAILY” &amp; “FOOD DAILY” BENEFIT HEADER RECORD: (Record Length: 80 bytes)</b>		
<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
#EBT-H-REC-TYPE	(A2)	Constant = HB.
#EBT-H-AGENCY-UNIQUE	(A15)	Agency discretionary data. Appears on reports.
#EBT-H-AGENCY-CD	(A6)	Constant = VTDCF
#EBT-H-MAINT-TYPE	(A16)	Valid Values: “CASH DAILY” or “FS DAILY”.
#EBT-H-CREATE-DT	(N8)	Required: CCYYMMDD.
#EBT-H-CREATE-TIME	(N4)	Required: HHMM.
#EBT-H-FILLER	(A29)	Field will be set to blanks.

<b>REFRESH “CASH DAILY” &amp; “FOOD DAILY” BENEFIT DETAIL RECORD: (Record Length: 80 bytes)</b>		
<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
#EBT-D-REFRESH-ACT	(A1)	Required. A = Add benefit, D = Cancel benefit
#EBT-D-CASE-NUMBER	(A9)	Required.
#EBT-D-BENEFIT-TYPE	(A6)	Required.
#EBT-D-AUTH-NBR	(N10)	Required.
#EBT-D-AUTH-AMT	(N5.2)	Required. (N5.2 example is: 1234567 whereby the decimal is not used but equates to 12345.67) That is, the decimal is implied and is omitted.
#EBT-D-AVAILABLE-DT	(N8)	Required. CCYYMMDD. The date the benefits are available to the client.
#EBT-D-AVAILABLE-TIME	(N4)	Required. HHMM. The time the benefits are available to the client.
#EBT-D-LOCAL-OFFICE	(A3)	Required: PATH Office Code. Present Valid Values: ADO, BDO, HDO, JDO, LDO, MDO, NDO, RDO, SDO, TDO, VDO, YDO, ZDO.
#EBT-D-BENEFIT-STATUS	(A1)	A = Active.
#EBT-D-FILLER	(A31)	Field will be set to blanks.

<b>REFRESH “CASH DAILY” &amp; “FOOD DAILY” BENEFIT TRAILER RECORD: (Record Length: 80 bytes)</b>		
<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
#EBT-T-REC-TYPE	(A2)	Constant = TB.
#EBT-T-TOTAL-DETAILS	(N9)	Required. Total number of detail records.
#EBT-T-NBR-ADDS	(N9)	Required. Total number of add records.
#EBT-T-NBR-DELETES	(N9)	Required. Total number of delete records.
#EBT-T-AMT-ADDS	(N9.2)	Required. Total value of add records. (N9.2 example is: 12345678901 whereby the decimal is not used but equates to 123456789.01) That is, the decimal is implied and is omitted.
#EBT-T-CREATE-DT	(N8)	Required. CCYYMMDD.
#EBT-T-CREATE-TIME	(N4)	Required. HHMM.
#EBT-T-FILLER	(A28)	Field will be set to blanks.

**TABLE 7**

<b>REFRESH “FOOD MONTHLY - CASH” BENEFIT <u>HEADER</u> RECORD: (Record Length: 80 bytes)</b>		
<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
#EBT-HEADER-RECORD-TYPE	(A2)	Constant = HB.
#EBT-AGENCY-UNIQUE	(A15)	Agency discretionary data. Appears on reports.
#EBT-AGENCY-CODE	(A6)	Constant = VTDCF;
#EBT-MAINTENANCE-TYPE	(A16)	Valid Values: “CASH MONTHLY”
#EBT-HEADER-FILE-CREATE-DATE	(N8)	Required: CCYYMMDD.
#EBT-HEADER-FILE-CREATE-TIME	(N4)	Required: HHMM.
#EBT-BBMH-FILLER	(A29)	Field will be set to blanks.

<b>REFRESH “FOOD MONTHLY - CASH” BENEFIT <u>DETAIL</u> RECORD: (Record Length: 80 bytes)</b>		
<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
#EBT-REFRESH-ACTION	(A1)	Required. A = Add benefit, D = Cancel benefit
#EBT-CASE-NUMBER	(A9)	Required.
#EBT-BENEFIT-TYPE	(A6)	Required.
#EBT-AUTH-NUM	(N10)	Required.
#EBT-AUTH-AMOUNT	(N5.2)	Required. (N5.2 example is: 1234567 whereby the decimal is not used but equates to 12345.67) That is, the decimal is implied and is omitted.
#EBT-BENEFIT-AVAILABLE-DATE	(N8)	Required. CCYYMMDD. The date the benefits are available to the client.
#EBT-BENEFIT-AVAILABLE-TIME	(N4)	Required. HHMM. The time the benefits are available to the client.
#EBT-LOCAL-OFFICE-CODE	(A3)	Required: PATH Office Code. Present Valid Values: ADO, BDO, HDO, JDO, LDO, MDO, NDO, RDO, SDO, TDO, VDO, YDO, ZDO.
#EBT-BENEFIT-STATUS	(A1)	A = Active.
#EBT-BBMDR-FILLER	(A31)	Field will be set to blanks.

<b>REFRESH “FOOD MONTHLY - CASH” BENEFIT <u>TRAILER</u> RECORD: (Record Length: 80 bytes)</b>		
<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
#EBT-TRAILER-RECORD-TYPE	(A2)	Constant = TB.
#EBT-TOTAL-DETAIL-RECORDS	(N9)	Required. Total number of detail records.
#EBT-NUMBER-ADDS	(N9)	Required. Total number of add records.
#EBT-NUMBER-DELETES	(N9)	Required. Total number of delete records.
#EBT-AMOUNT-OF-ADDS	(N9.2)	Required. Total value of add records. (N9.2 example is: 12345678901 whereby the decimal is not used but equates to 123456789.01) That is, the decimal is implied and is omitted.
#EBT-TRAILER-CREATE-DATE	(N8)	Required. CCYYMMDD.
#EBT-TRAILER-CREATE-TIME	(N4)	Required. HHMM.
#EBT-BBMT-FILLER	(A28)	Field will be set to blanks.

**Notes on Table 7: Food Monthly – Cash**

This is the monthly batch job for the 3SquaresVT Cash Out benefit. File make-up is similar to “Cash Daily”, “Food Daily”, and “Food Monthly Food” but on the State side, this is done by another job and set of modules. Benefit maintenance updates are transmitted in batches and a single transmission can contain multiple batches. Each batch consists of a header record, multiple detail records, and a trailer record. If the State creates multiple batches on the same day and if each batch has the same time (HHMM), the State increases the “duplicate” time by one (1) minute to form a unique time. (SOV Info: PASS549A / ASPSSF4 / PAS.AGUE.FS.CASH.MONTHLY (+1) )

**TABLE 8**

<b>REFRESH “FOOD MONTHLY - FOOD” BENEFIT HEADER RECORD: (Record Length: 80 bytes)</b>		
<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
#EBT-HEADER-RECORD-TYPE	(A2)	Constant = HB.
#EBT-AGENCY-UNIQUE	(A15)	Agency discretionary data. Appears on reports.
#EBT-AGENCY-CODE	(A6)	Constant = VTDCF; * see General Notes: 2.
#EBT-MAINTENANCE-TYPE	(A16)	Valid Values: “FS MONTHLY”.
#EBT-HEADER-FILE-CREATE-DATE	(N8)	Required: CCYYMMDD.
#EBT-HEADER-FILE-CREATE-TIME	(N4)	Required: HHMM.
#EBT-BBMH-FILLER	(A29)	Field will be set to blanks.

<b>REFRESH “FOOD MONTHLY - FOOD” BENEFIT DETAIL RECORD: (Record Length: 80 bytes)</b>		
<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
#EBT-REFRESH-ACTION	(A1)	Required. A = Add benefit, D = Cancel benefit
#EBT-CASE-NUMBER	(A9)	Required.
#EBT-BENEFIT-TYPE	(A6)	Required.
#EBT-MONY-ISN	(N10)	Required.
#EBT-BENEFIT-AMT	(N5.2)	Required. (N5.2 example is: 1234567 whereby the decimal is not used but equates to 12345.67) That is, the decimal is implied and is omitted.
#EBT-BENEFIT-AVAILABLE-DT	(N8)	Required. CCYYMMDD. The date the benefits are available to the client.
#EBT-BENEFIT-AVAIL-TIME	(N4)	Required. HHMM. The time the benefits are available to the client.
#EBT-LOCAL-OFFICE-CODE	(A3)	Required: PATH Office Code. Present Valid Values: ADO, BDO, HDO, JDO, LDO, MDO, NDO, RDO, SDO, TDO, VDO, YDO, ZDO.
#EBT-BENEFIT-STATUS	(A1)	A = Active.
#EBT-FILLER	(A31)	Field will be set to blanks.

<b>REFRESH “FOOD MONTHLY - FOOD” BENEFIT TRAILER RECORD: (Record Length: 80 bytes)</b>		
<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
#EBT-TRAILER-RECORD-TYPE	(A2)	Constant = TB.
#EBT-TOTAL-DETAIL-RECORDS	(N9)	Required. Total number of detail records.
#EBT-NUMBER-ADDS	(N9)	Required. Total number of add records.
#EBT-NUMBER-DELETES	(N9)	Required. Total number of delete records.
#EBT-AMOUNT-OF-ADDS	(N9.2)	Required. Total value of add records. (N9.2 example is: 12345678901 whereby the decimal is not used but equates to 123456789.01) That is, the decimal is implied and is omitted.
#EBT-TRAILER-CREATE-DATE	(N8)	Required. CCYYMMDD.
#EBT-TRAILER-CREATE-TIME	(N4)	Required. HHMM.
#EBT-BBMT-FILLER	(A28)	Field will be set to blanks.

**Notes on Table 8: Food Monthly – Food**

This is the monthly batch job for regular 3SquaresVT (food) benefits. File make up is similar to “Cash Daily”, “Food Daily”, and “Food Monthly - Cash” but at the SOV side, this is done by another job and set of modules. Benefit maintenance updates are transmitted in batches and a single transmission can contain multiple batches. Each batch consists of a header record, multiple detail records, and a trailer record. If the State creates multiple batches on the same day and if each batch has the same time (HHMM), the State increases the “duplicate” time by one (1) minute to form a unique time. (SOV Info: PASS549A / ASPSSAA /

**TABLE 9**

<b>REFRESH "60% CASH MONTHLY" BENEFIT HEADER RECORD: (Record Length: 80 bytes)</b>		
<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
#EBT-HEADER-RECORD-TYPE	(A2)	Constant = HB.
#EBT-AGENCY-UNIQUE	(A15)	Agency discretionary data. Appears on reports.
#EBT-AGENCY-CODE	(A6)	Constant = VTDSW; * see General Notes: 2.
#EBT-MAINTENANCE-TYPE	(A16)	Valid Values: "CASH MONTHLY.
#EBT-HEADER-FILE-CREATE-DATE	(N8)	Required: CCYYMMDD.
#EBT-HEADER-FILE-CREATE-TIME	(N4)	Required: HHMM.
#EBT-BBMH-FILLER	(A29)	Field will be set to blanks.

<b>REFRESH "60% CASH MONTHLY" BENEFIT DETAIL RECORD: (Record Length: 80 bytes)</b>		
<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
#EBT-REFRESH-ACTION	(A1)	Required. A = Add benefit, D = Cancel benefit
#EBT-CASE-NUMBER	(A9)	Required.
#EBT-BENEFIT-TYPE	(A6)	Required.
#EBT-AUTH-NUM	(N10)	Required.
#EBT-AUTH-AMOUNT	(N5.2)	Required. (N5.2 example is: 1234567 whereby the decimal is not used but equates to 12345.67) That is, the decimal is implied and is omitted.
#EBT-BENEFIT-AVAILABLE-DATE	(N8)	Required. CCYYMMDD. The date the benefits are available to the client.
#EBT-BENEFIT-AVAILABLE-TIME	(N4)	Required. HHMM. The time the benefits are available to the client.
#EBT-LOCAL-OFFICE-CODE	(A3)	Required: PATH Office Code. Present Valid Values: ADO, BDO, HDO, JDO, LDO, MDO, NDO, RDO, SDO, TDO, VDO, YDO, ZDO.
#EBT-BENEFIT-STATUS	(A1)	A = Active.
#EBT-FILLER	(A31)	Field will be set to blanks.

<b>REFRESH "60% CASH MONTHLY" BENEFIT TRAILER RECORD: (Record Length: 80 bytes)</b>		
<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
#EBT-TRAILER-RECORD-TYPE	(A2)	Constant = TB.
#EBT-TOTAL-DETAIL-RECORDS	(N9)	Required. Total number of detail records.
#EBT-NUMBER-ADDS	(N9)	Required. Total number of add records.
#EBT-NUMBER-DELETES	(N9)	Required. Total number of delete records.
#EBT-AMOUNT-OF-ADDS	(N9.2)	Required. Total value of add records. (N9.2 example is: 12345678901 whereby the decimal is not used but equates to 123456789.01) That is, the decimal is implied and is omitted.
#EBT-TRAILER-CREATE-DATE	(N8)	Required. CCYYMMDD.
#EBT-TRAILER-CREATE-TIME	(N4)	Required. HHMM.
#EBT-BBMT-FILLER	(A28)	Field will be set to blanks.

**Notes on Table 9:** SOV Info: PASS544A / ASPSSF4 / PAS.AGSP.EBT.BENEFIT (+1) (a/o: 04/15/2003)

**TABLE 10**

<b>REFRESH “40% CASH MONTHLY” BENEFIT HEADER RECORD: (Record Length: 80 bytes)</b>		
<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
#EBT-HEADER-RECORD-TYPE	(A2)	Constant = HB.
#EBT-AGENCY-UNIQUE	(A15)	Agency discretionary data. Appears on reports.
#EBT-AGENCY-CODE	(A6)	Constant = VTDSW; * see General Notes: 2.
#EBT-MAINTENANCE-TYPE	(A16)	Valid Values: “CASH MONTHLY.
#EBT-HEADER-FILE-CREATE-DATE	(N8)	Required: CCYYMMDD.
#EBT-HEADER-FILE-CREATE-TIME	(N4)	Required: HHMM.
#EBT-BBMH-FILLER	(A29)	Field will be set to blanks.

<b>REFRESH “40% CASH MONTHLY” BENEFIT DETAIL RECORD: (Record Length: 80 bytes)</b>		
<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
#EBT-REFRESH-ACTION	(A1)	Required. A = Add benefit, D = Cancel benefit
#EBT-CASE-NUMBER	(A9)	Required.
#EBT-BENEFIT-TYPE	(A6)	Required.
#EBT-AUTH-NUM	(N10)	Required.
#EBT-AUTH-AMOUNT	(N5.2)	Required. (N5.2 example is: 1234567 whereby the decimal is not used but equates to 12345.67) That is, the decimal is implied and is omitted.
#EBT-BENEFIT-AVAILABLE-DATE	(N8)	Required. CCYYMMDD. The date the benefits are available to the client.
#EBT-BENEFIT-AVAILABLE-TIME	(N4)	Required. HHMM. The time the benefits are available to the client.
#EBT-LOCAL-OFFICE-CODE	(A3)	Required: PATH Office Code. Present Valid Values: ADO, BDO, HDO, JDO, LDO, MDO, NDO, RDO, SDO, TDO, VDO, YDO, ZDO.
#EBT-BENEFIT-STATUS	(A1)	A = Active.
#EBT-FILLER	(A31)	Field will be set to blanks.

<b>REFRESH “40% CASH MONTHLY” BENEFIT TRAILER RECORD: (Record Length: 80 bytes)</b>		
<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
#EBT-TRAILER-RECORD-TYPE	(A2)	Constant = TB.
#EBT-TOTAL-DETAIL-RECORDS	(N9)	Required. Total number of detail records.
#EBT-NUMBER-ADDS	(N9)	Required. Total number of add records.
#EBT-NUMBER-DELETES	(N9)	Required. Total number of delete records.
#EBT-AMOUNT-OF-ADDS	(N9.2)	Required. Total value of add records. (N9.2 example is: 12345678901 whereby the decimal is not used but equates to 123456789.01) That is, the decimal is implied and is omitted.
#EBT-TRAILER-CREATE-DATE	(N8)	Required. CCYYMMDD.
#EBT-TRAILER-CREATE-TIME	(N4)	Required. HHMM.
#EBT-BBMT-FILLER	(A28)	Field will be set to blanks.

**Notes on Table 10:** SOV Info: PASS543A / ASPSSF4 / PAS.AGSP.EBT.BENEFIT (+1) (a/o: 04/15/2003)

#### A.4.2.5 Benefit Types and Dispense Priority (Primary Program Designation hierarchy)

The following table describes the benefit types currently in use by the SOV and their dispense priorities. Vermont requires all of these benefit types in EBT generation three, and reserves the right to alter the dispense priority during detail design.

**TABLE 11**

<b>EBT Benefit Group</b>	<b>EBT Benefit Type</b> (SOV ACCESS = "Deluxe Type" aka "Program Code")	<b>Description</b>	<b>Dispense Priority</b>	<b>Food or Cash</b>
RUFA110	CO or FCOF	Regular- No WRP group assignment	1	Cash
RUFA472	PS	Post Secondary Education - State Only	2	Cash
RUFA479	SW	Single Parent Working	3	Cash
RUFA480	NS	Single Parent Not Meeting Work Req	4	Cash
RUFA481	MP	Minor Parent - State Only	5	Cash
RUFA478	CD	Childcare/Caretaker Deferment - State Only	6	Cash
RUFA468	TS	Single Parent Over TANF 60 Month Limit	7	Cash
RUFA120	CU0 or FUOF	Regular No WRP group assignment	8	Cash
RUFA471	AI	Absence and Incapacity	9	Cash
RUFA485	TW	Two Parent Working	10	Cash
RUFA473	I	Incapacity	11	Cash
RUFA476	NT	Two Parent Not Meeting Work Requirement	12	Cash
RUFA467	TT	Two Parent Over TANF 60 Month Limit	13	Cash
RUFA484	A	Absence	14	Cash
RUFA170	CR or FRF	Refugee Cash Assistance	15	Cash
RUFA130	CTCC	Transitional Child Care	16	Cash
GA712	CO1GA	Groceries and PNI-Group with no children	17	Cash
GA714	CO1GC	Groceries and PNI-Group with children	18	Cash
GA716	CO1SA	Groceries and PNI- SSI applicant	19	Cash
GA721	CO1EA	Groceries and PNI-Emergency Assistance	20	Cash
GA730	CO1GV	Groceries and PNI- Result of Disaster	21	Cash
FSCO542	CX	Aged not receiving SSI/AABD	22	Cash
FSCO544	CY	Receiving SSI/AABD as aged	23	Cash
FSCO546	CZ	Receiving SSI/AABD as disabled	24	Cash
FSCO140	MOS	Moved out of State	25	Cash
AABD505	CA	Aged	26	Cash
AABD506	CB	Blind	27	Cash
AABD507	CD	Disabled	28	Cash
AABD501	CSS	State Supplement	29	Cash
HHAP 110	CSF	Seasonal Fuel	30	Cash
HHAP 120	CEA	Crisis Fuel	31	Cash
CS 110	CD1 or XS	Refund	32	Cash
CS 120	CD2 or XT	Excess of Grant	33	Cash
CS 130	CD3 or RF	NPA	34	Cash
FS E&T	CET	E&T Client payments	35	Cash
FS	FII	Initial Issuance	1	Food
FS	FIE	Expedited Services	2	Food
FS	FIT	Family in Transition	3	Food

FS	VTFSP	Food Stamp Disaster	4	Food
FS	FA1	Under-payment adjustment (deny, decrease, close, error)	5	Food
FS	FA2	Under-payment adjustment (HH size error)	6	Food
FS	FA3	Under-payment adjustment	7	Food
FS	FCH	Replacement for last month or this month after deadline	8	Food
FS	FOP	Open Case	9	Food
RAFS	FIT	Reach Ahead	10	Food
FS	FXX	WIC (this benefit type is always on a separate card from SNAP benefits)	11	Food

**(TABLE 11 (cont.))**

**A.4.2.6 Benefit Availability**

**TABLE 12**

<b>Program</b>	<b>Date*</b>
3SquaresVT (SNAP)	The 1st of every month, 6am
3SquaresVT Cash out	The 1st of every month, 6am
Cash – Reach Up (TANF)	The 1st and 16 <sup>th</sup> of every month, 6am
Reach Ahead (state funded food)	The 1 <sup>st</sup> of every month, 6am
WIC	The 1 <sup>st</sup> of every month, 6am (expiring at the end of the month)

*\*Date is regardless of weekends and holidays*

**Note: It is possible that Vermont will move to a staggered issuance schedule at some point.**

**A.4.2.7 Real-time (addressing 4.3.1.5 in the NCS EBT RFP)**

The State of Vermont (SOV) does not currently make use of real time transmission of records between the State system and the contractor’s system. Vermont makes use of an online portal provided by the EBT contractor to perform administrative functions (“ebtEDGE”) including real time account and case inquiries and real time changes to demographic information, benefit access, repayment functions, etc. (The primary mechanism for benefit changes, benefit postings, additions, deletions, etc., will remain the batch processing previously described which takes place during evening hours, EST and weekends). It is envisioned that the new online administrative system offered through the contract secured by this RFP will have no less functionality that what is presently in use, and preferably more, as detailed to a greater extent in the full NCS EBT RFP. Please see Section Five: Administrative Functionality for more detail.

**A.4.2.8 Benefit Cancellations (addressing 4.3.1.9 in the NCS EBT RFP)**

The State of Vermont requires the ability to cancel benefits once the benefits have been sent to the contractor but have not yet become active. This includes both through a batch file and through the on-line Administrative Terminal.

**A.4.2.9 Benefit Aging and Expungement (addressing 4.3.1.10 in the NCS EBT RFP)**

The current rules for benefit expungements in Vermont are as follows:

- Cash- 90 days from last use
- Food- 365 days from last use
- 3SquaresVT Cash Out – 365 days from last use
- Reach Ahead – 365 days from last use
- WIC benefits EXPIRE at midnight on the last day of every month – no carryover month to month

The Aging process is applied to each benefit authorization separately. Based on the “date last updated”, the Contractor will report each authorization back to the state in the appropriate aging period. Currently, the available date (date benefit is available to the cardholder) is utilized for aging purposes. Inquiring against outstanding benefits will not modify the last update date.

Benefit aging is performed at the account/class level by benefit type. All benefits on a case are accessed on a first-in/first-out basis. The aging/expungement process is based on the “Date Last Used” of a benefit authorization within the benefit class to determine if there has been any activity. If there has never been any activity against a benefit, the available date (date available to the cardholder) for the benefit is used for aging and reporting purposes. Inquiring against an outstanding benefit will not modify the “Date Last Used” or case activity date.

When the oldest benefit on the case in that “account” or “class” reaches the 4<sup>th</sup> aging period without being used, it will be expunged off the system, along with any other benefits older than 365 days based on the available date/date last used date of the individual benefit authorization. Any remaining benefit authorizations less than 365 days will be reported in the period closest to the available date of the oldest benefit. This process allows all benefits to remain active on the system as long as one of the benefits is being accessed and will prevent a newer benefit from being aged off the system prior to an older benefit. If there are no benefits to be expunged off the system, but the oldest benefit on the case in the “account” or “class” reaches one of the other aging periods, it, along with all the other benefits on the case will be reported in the aging period the oldest benefit has reached.

**TABLE 13**

**Timeframes for Aging Periods - FOOD**

Period 1	30 days
Period 2	60 days
Period 3	240 days
Period 4	365 days (expungement)

The Aging process defined by the State for cash benefits is the same as SNAP (food stamps) benefits with one exception. There are only 3 aging periods with differing time periods. When a cash benefit reaches the 3<sup>rd</sup> Aging period without being used, it will be expunged off the system. Once a benefit has been expunged, it cannot be reinstated by FIS. Vermont’s cash benefit aging periods are shown in the table below.

**TABLE 14**

**Timeframes for Aging Periods - CASH**

Period 1	30 days
Period 2	60 days
Period 3	90 days (expungement)

**A.4.3 Cards and PINs**

**A.4.3.1 Retention of Current Card Production Process (addressing 4.5.10 in the NCS EBT RFP)**

Vermont will maintain its current centralized card production process and purchases embossing/printing equipment outside of this EBT contract.

**A.4.3.2 Card Order File & Card Order File Layout**

The Contractor is responsible for making the card order file available to the State each calendar day by 6:45AM. The contractor will send to the State on a daily basis a file containing those cards that have been issued/reissued from the vendor’s EBT System as a result of the daily and nightly processing. The EBT contractor creates the file using data from the following sources. 1. Evaluation of each day’s demographic file identifying new recipients. 2. Batching of each day’s EBT administrative terminal requests for cards. These administrative terminal transactions may have been created either by EBT Customer Service Reps after receiving phone request for cards from recipients, or by State staff also responding to requests from recipients.

This inbound file from the Contractor to the State is used by the State each day in order to customize plastic EBT cards for benefit recipients.

The record formats included in this file are detailed below. Record length = 500 bytes.

**TABLE 15 Card Order File - Header Record**

<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
Record Type	9(2)	Constant = 01
Record Sequence Number	9(6)	Constant = 000001
Filler	X(18)	Field will be set to blanks
Vendor Name	X(30)	Required
Date-MM	X(2)	Required
Date-DD	X(2)	Required
Date-YYYY	X(4)	Required
Photo Indicator	X(1)	Required Y= indicates a photo card N, Blank = indicates no photo
File Type	X(3)	Required CRD = card file EXC = expedited card file EXP = expedited PIN file PIN = PIN file
Postal State Code	X(2)	Required
Filler	X(430)	Field will be set to blanks

**Card Order File – Detail Record**

<b>Field Name</b>	<b>Format</b>	<b>Comments</b>
Record Type	9(2)	Constant = 05
Record Sequence Number	9(6)	Required
Institution Id	X(8)	Field is not used and will be set to blanks
Branch 1	X(5)	Field is not used and will be set to blanks
Branch 2	X(5)	Field is not used and will be set to blanks
Card Number	X(19)	Required
DDA Number	X(19)	Field is not used and will be set to blanks
SAN Number	X(1)	Field is not used and will be sent to blanks
Cardholder Name	X(30)	Required
2 <sup>nd</sup> Cardholder Name	X(30)	Optional – set to blanks if not used
Mailing Street Address 1	X(30)	Required
Mailing Street Address 2	X(30)	Required If no 2 <sup>nd</sup> address line then City, State, Zip goes on this line. City X(19) State X(2) Zip X(9)

Mailing Street Address 3	X(30)	Optional If there is a 2 <sup>nd</sup> address line then City, State, Zip goes on this line. If there is no 2 <sup>nd</sup> address line then this field is blank. City X(19) State X(2) Zip X(9)
Mailing Name	X(26)	Required
Mailing Name 2	X(26)	Optional – field is blank if not used.
Track 1 Name	X(26)	Field is not used and will be set to blanks
Track 1 Name 2	X(26)	Field is not used and will be set to blanks
Order Status	9(1)	Required 0 = New Issue 1 = Reissue
Produce Card	9(1)	Required 0 = Training Material Only 1 = Produce Card and Training Material
Card Carrier	9(1)	Field is not used and will be set to zero
PIN Generation	9(1)	Required 0 = No PIN 1 = Generate PIN
Number of Cards to Produce	9(1)	Required
Card Plastic Number	9(1)	Constant = 1
Card Plastic Number 2	9(1)	Field is not used and will be set to zero
Card Expiration Date	9(4)	Constant = 4912
Withdraw Limit	X(4)	Field is not used and will be set to blanks
Encrypted PIN	X(16)	Required Contains 16 byte encrypted PIN block
County Code	X(5)	Required
Case Number	X(14)	Required
Language	X(1)	Required E = English
Original Date	X(4)	Field is not used and will be set to blanks
Cardholder's SSN	X(9)	Required
Generation Number	X(5)	Required
Zip Bar Code	X(9)	Required – set to address zip code
Zip Service Code	X(3)	Constant = 120
PIN Validation Key Index	X(1)	Field is not used and will be set to blanks
PIN Verification Value	X(4)	Field is not used and will be set to blanks
Card Authentication Value (CAV)	X(3)	Required
Expedite Order	X(1)	Required Y = Expedite Order N = Do Not Expedite Order
Expedite Fee	9(4)V99	Optional If no fee field will contain zero
Primary Card Count	(9)1	Constant = 1
Secondary Card Count	9(1)	Constant = 1
Training Indicator	X(1)	Optional Blank if not used S = State Training Material F = Federal Training Material W = WIC Training Material
Drop Ship County Code	X(2)	Optional Field contains blanks if not used If drop ship, then field contains county code
Card Issue Date	X(8)	Required – CCYYMMDD

Mailing Address 4	X(49)	Optional Field is used as mailing address 4 if needed or is set to blanks if not used If used as mailing address 4 field: City X(19) State X(2) Zip X(9) Filler X(19)
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**Card Order File - Trailer Record**

<u>Field Name</u>	<u>Format</u>	<u>Comments</u>
Record type	9(2)	Constant = 09
Total Number of Detail Records	9(6)	Required
Production End of File	9(18)	Field is not used and is set to zeros
Total Institutional Headers	9(5)	Field is not used and is set to zeros
Filler	X(469)	Field will be set to blanks

**A.4.3.3 Multiple cards per household (addressing 4.4.1.3 in NCS EBT RFP)**

Vermont issues only one card per case (one card per household) with the exception of cases with an alternate payee. It is required that the contractor provide functionality for alternate payees on EBT cases.

**A.4.3.4 BIN (addressing 4.4.1.6 in NCS EBT RFP)**

The Vermont State BIN is 507705. For VTDCF agency cases, the seventh digit is "0". For VTWIC agency cases, the seventh digit is "5"

**A.4.3.8 ARU PIN Selection**

Requirements for positive verification of the cardholder's identity will be determined during Detail Design and will be consistent with the optional core requirements.

**A.4.3.9 PIN Selection via Hardware Device**

Vermont will not require PIN select POS terminals

**A.4.3.10 Mailed PIN Selection (addressing 4.4.1.8 in the NCS EBT RFP)**

Vermont does not currently require mailed PINs. At this time the PINs are selected via one-call ARU and we would like to continue to have them selected in this manner. The first card on a case is un-PIN'd until the cardholder selects a PIN. The PIN is then transferred to subsequent cards.

**A.4.3.11 PIN Transferred from Old Card to New Card (addressing 4.4.1.8 in NCS EBT RFP)**

Vermont requires this option.

**A.4.3.12 Invalid PIN Attempts (addressing 4.4.1.9 in the NCS EBT RFP)**

Vermont currently temporarily locks an EBT card after four invalid PIN attempts. At the end of the day (midnight) the card's PIN function is then reset.

**A.4.3.13 Card Stock**

Vermont requests pricing for Hi-Co card stock through the contract secured by this RFP. If requested, the contractor must keep ample supply in stock and be able to drop ship within 24 hours of notice from the State. It is possible that card design services will also be required with the start of the new contract.

**A.4.3.14 Card Mailing**

Vermont will continue to mail its own cards.

**A.4.3.15 Card Sleeves**

Vermont requests pricing for card sleeves with a printed message. We use approximately 30,000 sleeves per year.

## ATTACHMENT A, SECTION FIVE **EBT Administrative Functionality**

**As described in the NCS EBT RFP, plus the following Vermont specific requirements.**

### **A.5.1 Update Functionality**

The State of Vermont (SOV) currently makes use of a secure, online, real time portal provided by the EBT contractor ("ebtEDGE") to perform administrative functions including:

- Updating a case/client (demographic information)
- Inquiries on case, client, card, and benefit status
- Issuing, deactivating, and statusing EBT cards (lost, stolen, damaged, deactivated).
- Repayment of benefits
- Resetting PIN try counter, allowing the cardholder to select a new PIN
- Reviewing transaction history
- Adding a case/client

Vermont prefers to retain the secure, online, real time model into the next EBT generation.

### **A.5.2 Direct Deposit**

Vermont has a self-managed direct deposit program and does not require those services through this contract. It is possible that the state would make use of the Branded Debit card function at some point.

**ATTACHMENT A, SECTION SIX**  
**Settlement and Reconciliation; System Security Policy**

Fully Contained in the NCS EBT RFP - No Vermont Specific Requirements

## **ATTACHMENT A, SECTION SEVEN:** **Disaster Preparation and Contingency Planning**

As described in the NCS EBT RFP, plus the following Vermont Specific Items:

### **A.7.1 Vermont Disaster Services – Core Requirements**

Background: The State of Vermont experienced significant damage from Hurricane Irene in late August of 2011. Central offices for the Agency of Human Services in Waterbury, Vermont, which housed more than 900 AHS employees, including the EBT Unit, were flooded and have not been reoccupied. The future of those office buildings is still to be determined. In the meantime, the state is renting office space in several locations across northern and central Vermont. The EBT Unit and the rest of the DCF Business Office are now located in Essex Junction, Vermont.

Flooding from Hurricane Irene caused significant damage to the AHS IT infrastructure, resulting in the unavailability of some AHS servers, which brought down state email accounts and other communication functionality, including that required to receive the daily EBT card order file from the EBT vendor. Because of this, in the immediate aftermath of Hurricane Irene, Vermont's EBT Director traveled to Concord, NH, to make use of the NH card production system. These two systems were built identically and used the same custom application. This enables Vermont and New Hampshire to serve as each other's "Buddy States" for disaster contingency. In support of the Buddy State arrangement, the EBT vendor re-routed Vermont's card production files to NH for several days, enabling Vermont to produce and mail EBT cards to clients with only a slight time delay despite the significant disruption cause by Hurricane Irene. Essential financial and other functions were handled via satellite offices for a limited number of staff, which were set up immediately in Montpelier, VT. This allowed access to the mainframe computing environment, and permitted financial functions including daily settlement payments to the EBT vendor to continue with only one day missed.

Given our experience with Hurricane Irene, it is clear that comprehensive disaster planning must be a priority in Vermont. This will be ongoing in 2012 and beyond. The Vermont Agency of Human Services has in place a comprehensive Continuity of Operations Plan (COOP) which designates EBT card production as a high-priority essential function. There is an expectation that the EBT vendor will support Vermont's efforts to continue its self-managed EBT card production system in the event of a disaster. Vermont will also be making efforts in 2012 to update and improve its annual FNS required DSNAP plan.

**A.7.1.1 Eligibility System and Interface Support and Transmission Alternatives** (addressing 7.1.5.2 and 7.1.5.3 in the full NCS EBT RFP) There is an expectation that the vendor selected through this RFP will work with Vermont during the detail design phase to put in place alternate plans for EBT card production in the event of a disaster. Options could include: transmitting the daily card order file via email, DVD or another media to Vermont, or to NH or another state to make use of Buddy State agreements in place to allow satellite card production.

### **A.7.2 Vermont Disaster Services - Core Optional Requirements (Pricing requested)**

**A.7.2.1 On-line Cardholder Account Set Up and Benefit Issuance** (addressing 7.1.3.4 in the full NCS EBT RFP) Vermont is interested in a stand alone D-SNAP eligibility and issuance system provided by the vendor should the contractor have such a system available.

**A.7.2.2 Disaster Vault Card and PIN inventory (Vault Cards)** (addressing 7.2.1 in the full NCS EBT RFP) Vermont would also like to make use of a vault card option, with pre-printed, pre-pinned cards on hand that could be distributed to eligible clients for immediate use in the event of a disaster. These cards would need to be set up in a separate Agency in the vendor's Admin system, to be activated as a group and capable of being tied to individual cases using the Admin system. The cards would have no pre-assigned value, and the capacity must exist to apply benefit amounts up to \$500 to the card/case through the Admin system. The state would require a comprehensive procedural manual for activation and use of the vault cards.

**A.7.2.2.1 Vault Card Administrative Manual**

Vermont requests an administrative manual describing operation of the vault card system (i.e. how cards would be activated, how to tie cards to cases using the vendor's administrative system, etc).

**A.7.2.2.2 Card Reader/Wedge**

Vermont requests pricing for card readers that would facilitate tying the disaster EBT card number to a client case via the online admin system.

## **ATTACHMENT A, SECTION EIGHT:** **Core Optional Requirements for WIC/EBT**

Full WIC EBT requirements are as described in the NCS EBT RFP; plus the following Vermont Specific Items:

### **A.8.1 Status: Vermont WIC Cash Value Voucher (CVV) via EBT (aka “WIC Lite”):**

At the time of the release of this RFP, Vermont WIC is in the process of an MIS upgrade and full WIC EBT implementation. Vermont WIC will also be seeking bids on full WIC EBT through an independent RFP process, and dependent on timing, WIC will evaluate the services offered by the vendor secured through this RFP as part of that process. Vermont WIC has decided to implement an online, real time, magnetic stripe card system for their full EBT implementation.

Also dependent on the timing of full WIC EBT implementation in Vermont, Vermont may require that the selected vendor continue to support the WIC CVV EBT program. Currently WIC CVV is operating on the SNAP infrastructure, using a separate card with the same BIN (507705) and a different seventh digit (5). The WIC benefit operates in the “FS” benefit group using one separate program benefit type (See 4.A.4.2, Table 11: Benefit Types and Dispense Priority). The WIC program is set up as a separate Agency in the EBT system database, enabling separate reporting, billing and financial tracking.

### **A.8.2 WIC CVV High Level Design**

**The remainder of this section is excerpted from Vermont’s “WIC CVV High Level Design document” (v 1.6, 2/25/2009) to provide bidders with more specifics on the WIC CVV EBT project. Bidders should treat this as a Core Optional Item and provide separate pricing, if applicable, to build and convert to this system (do not build into CPCM). An ongoing CPCM for WIC CVV cases should also be provided.**

#### **WIC CVV: Overview**

The State of Vermont is requesting the addition of the Cash Value Voucher (referred to herein as CVV) program to the EBT BIN. The CVV program will look to utilize much of the established EBT, specifically Cash and Food Stamp, infrastructure with minimal new development.

The CVV program will be implemented utilizing the same BIN as the EBT program (507705), but a separate card with different artwork. This will be accomplished through establishing a separate agency within the *ebtEDGE* Authorization Engine, but utilizing the same overall database that holds the EBT client data. By separating the agencies, this will facilitate the segregation of data for items like reporting and administrative access, but retain some economy of scale for the overall project.

#### **WIC CVV: POS – EBT-Only**

It is anticipated that there are no software changes required for the EBT only POS load.

At an EBT-Only, the clerk will press the “Food Stamps” button on the terminal to initiate the transaction. It will be up to the clerk/merchant to perform the due diligence on the items being purchased using the CVV benefits, similar to how the oversight of Food Stamps presently works. When the transaction is routed to the GOV1 acquiring host, the FNS number will be checked against the REDE file, similar to how a Food Stamp transaction would be validated. If valid, the transaction will be routed to the Auth Engine and the normal transaction checks (valid merchant ID, valid/active card, PIN block, available benefits, etc.) would be performed.

#### **WIC CVV: POS - TPP**

There are no anticipated changes to the ISO 8583 messages utilized in the transmission of cash and food stamp transactions. Transactions will be checked against the National REDE file on the EBT Gateway to ensure the retailer has not been deauthorized. If valid, the transaction will be routed to the appropriate Auth Engine and the normal transaction checks (valid merchant ID, valid/active card, PIN block, available benefits, etc.) would be performed.

### **WIC CVV: Authorization Engine**

The Authorization Engine will utilize the same database that currently holds the Vermont EBT clients. Through the use of the agency identifier (for example = VTCVV), we are able to separate the following data within the same database:

- Case
- Client
- Card
- Benefit

The separation allows for providing access to CVV while not allowing access to Food Stamps or Cash benefits (and vice versa).

### **WIC CVV: Benefit Expiration Date**

The use of the benefit expiration date value in the Benefit table will need to be utilized. The State will look for FIS to calculate the benefit expiration date based on the availability date provided in the Benefit Maintenance File. FIS will look at the availability date and set the expiration date to be the last calendar day of the month. Upon reaching the expiration date/time, the *ebtEDGE* database will “expire” that particular benefit and reduce the total available balance by the remaining amount on the benefit in question.

### **WIC CVV: Existing Benefit Code**

Within the Auth Engine configuration, the State requested that we utilize an existing Food Stamp benefit code. The Food Stamp benefit code, “FXX”, will be used to designate the CVV benefits.

### **WIC CVV: Benefit Aging Process**

There are two benefit aging processes that run monthly within the *ebtEDGE* database: The exhausted benefit sweep and the aging benefit sweep.

The exhausted benefit sweep is run monthly to remove any benefit that reaches a \$0.00 and is on the system for a configurable period of time. The exhausted sweep will remove those \$0.00 benefits and clear them from the client’s benefit list to make room for new benefits. There are no reports generated as a part of the exhausted sweeps. This process will run monthly for the CVV program in order to remove expired benefits.

The benefit aging sweep is run monthly against those benefits that have a greater than \$0.00 balance and are idle on the *ebtEDGE* database for a State-defined period of time. In the instance of CVV benefits, the benefit aging sweep will not run on a monthly basis as the State will be utilizing the Benefit Expiration Date functionality to handle remaining balances at month-end.

### **WIC CVV: Admin Functionality**

A separate agency will be created and will allow for the segregation of data. This will be important for the webADMIN set-up and administrative access. A user will be set up with the new agency and will only have access to those clients (e.g. – existing VTDCF users will not have access to the CVV clients and vice versa). The existing functionality for the webADMIN will be utilized and no new functionality will be built.

FIS will work with the State on implementing the security set-up for the Agency Portal, reporting, and the webADMIN. As part of the set-up, the State will need to designate a Security Administrator and a Zone Administrator to handle the maintenance of users, such as adding/modifying/deleting a user, resetting a password, and other security functions.

### **WIC CVV: Cardholder Portal**

The CVV clients will have access to the Cardholder Portal through the [www.ebtedge.com](http://www.ebtedge.com) website. This is a public Internet site that allows for clients to see their balance, reviewing the last 60 days of transactions, and view frequently asked questions. Logon to the site is a two-step process:

1. Client enters their card number, then presses the "Login" button.
2. The client is asked to enter their PIN associated with the card that they entered on the previous page. Both items are sent to the host to ensure that the card is active and the PIN is valid. Once validated, the client is presented with the Home page where they can view their balance as well as their transaction history. In order to prevent repeated login attempts, there is a "Web PIN Counter" that is utilized on the *ebtEDGE* database. This counter is separate from the POS/ATM PIN Counter that is used to prevent similar circumstances at a store/ATM. This value can be reset back to 0 by the Help Desk or the client can wait until 12:00pm ET for it to automatically reset.

Additionally, if a card is stashed by the Help Desk as lost, stolen, or damaged, the client will not be able to login to the Cardholder Portal. Upon entry of the PIN, the client will be presented with a message to the effect of "This card was stashed as "status here" on mm/dd/ccyy at hh:mm. Please logon with your current active card".

Upon a successful logon, the client is presented with a Home page that lists the current balance, the last 60 days of transactions, and a link to an FAQ page. The balance on the page for CVV clients will have a label of "Food Stamps" and transactions that are performed will be labeled as "Food Stamp Transaction".

FIS will work closely with the State on the posting of frequently asked questions in order to ensure that accurate and program-specific information can be found. While we will be able to utilize much of the existing framework for FAQ's, the creation of new items will be required and will be handled by the State.

### **WIC CVV: Reporting and Data Warehouse**

The existing reports that are generated for VTDCF will be utilized for CVV. The reports will be separated by agency so that EBT transactions will not be reported with CVV transactions.

Transaction data will be fed real time to the Data Warehouse for ad-hoc reporting purposes. As part of the Administrative functionality set-up, we will work closely with the State to determine what type of access is needed to the Data Warehouse.

### **WIC CVV: Client & Benefit Batch Transmission**

For new client add/modify/deletes and benefit authorizations, the existing VTDCF format will be utilized. The format and layout of these files can be found in Appendix A. The State, in order to differentiate the agency that the files are associated with, will need to send a unique agency name for the CVV clients and benefits. The value will be agreed upon between the State and FIS (VTWIC).

For the transmission of the batch files, new datasets will need to be established. The unique identifier for the case/client batch (aka - case number) is a 6 digit value. This value will be used to identify clients on the database.

### **WIC CVV: Speech IVR**

Clients will call a separate 800 number from the VTDCF EBT number. The SIVR will answer the call and upon the client entering their card number, the SIVR will speak the balance to the cardholder. The balance will be spoken as "Your <name to be determined> balance is: \$x.xx.". All other functionality will remain the same as utilized for VTDCF clients. In the instance where the client has access to both EBT and CVV, the client will be required to make two separate calls for their balance(s), etc.

**WIC CVV: Card Issuance and Reissuance**

A new plastic with new artwork will be created that will allow retailers to properly identify CVV transactions against Food Stamp or Cash transactions.

In the instance of a lost, stolen, or damaged card, the Help Desk will utilize the same methods and criteria for card cancellation as in place for EBT clients. Card reissuance will need to be discussed at further length as to process.

Per the State, the card distribution method in both the instance of an issue or a reissue will be via the current mailing system.

**WIC CVV: EBT-Only Retailer Settlement**

The settlement for EBT-Only retailers will function in the same manner as it does currently. When a transaction is performed at the EBT-Only terminal, those transactions will be settled at 18:00 CT each day and, coupled with any Cash and/or Food Stamp transactions, will be settled in one lump sum to the retailer.

**WIC CVV: TPP Retailer Settlement**

Third Party Processor settlement will function in the same manner as it does currently. TPP's will be settled in a lump sum based on the processor activity. It is up to the TPP to settle to the individual retailers that are processing through that end point.

**Note:** Daily settlement between the State and the EBT processor did not change with the addition of the WIC program. One ACH payment is delivered to the EBT vendor via the State Treasurer's office to settle all Vermont state benefit obligations. Cost allocation for WIC CVV benefits happens on the state side and is invisible to the EBT vendor for the most part.

## **ATTACHMENT A, SECTION NINE:**

### **Retailer Management, Cardholder and Retailer Customer Service & Training**

As described in Section 9 of the NCS EBT RFP, plus the following Vermont Specific Items:

#### **A.9.1 Cardholder and Retailer Customer Service – General**

Vermont does not require Spanish as a base option for the ARU/SIVR line.

Vermont requires that its existing EBT customer service numbers for cardholders and retailers be maintained in the next contract period (Cardholder: 800-914-8605; Retailer: 800-831-5235)

#### **A.9.2 ARU PIN Selection/PIN Change**

Vermont will continue to require one call, automated PIN selection functionality, provided positive verification of the cardholder's identity. The unique data elements for verification will be determined by the State during Detail Design.

#### **A.9.3 Interpreter Options – Core Optional**

Vermont requires the availability of telephonic interpretation services through the vendor's customer service line.

### **A.9.4 SNAP Benefit Access**

#### **A.9.4.1 POS Terminals**

POS terminals are placed at authorized Food and Nutrition Services (FNS) merchant stores participating in the EBT program. The contractor follows the FNS guidelines for adding newly authorized merchants to the system. (For example, additions are made within 2 weeks after FNS notification to the State for merchants using the contractor deployed terminals and 30 days for retailers deploying their own terminals or using third-party processors.) If FNS disqualifies a merchant or if a merchant voluntarily withdraws from the food benefits program, they will notify the contractor through the daily update of the FNS Merchant File and the contractor will deactivate the merchant within 2 days of FNS notification.

##### **A.9.4.1.1 EBT-Only Retailer Deployment Requirements**

The SOV does not participate in the less than \$100.00 per month EBT only equipage waiver. The State requires that the standard, wired EBT equipment provided under this contract be available to all retailers, regardless of redemption patterns. Manual vouchers must also be an option for low redemption and other retailers. As with all manual vouchers, the retailer must obtain authorization prior to accepting the purchase to ensure payment.

POS terminals may also be placed at Non-FNS merchants participating in the EBT program for dispensing cash benefits only.

##### **A.9.4.2 Farmers Markets – Wireless terminals (Core optional)**

Vermont requests pricing on wireless terminals for Farmers Markets which have the ability to process EBT as well as debit transactions. If the primary vendor plans to subcontract this service, please provide the name of that organization. Provide description of equipment. Dependent on the availability of federal and/or state funding for wireless EBT terminals at Farmers Markets, Vermont may require a centralized billing system to the state or another entity for Farmers Market EBT service. As of the release of this RFP, Vermont has about 43 Farmers' Markets participating in EBT.

## ATTACHMENT A, SECTION TEN

### Cash Access Services

As described in Section 10 of the NCS EBT RFP, plus the following Vermont Specific Items:

#### **A.10.1 ATM Terminals**

ATM networks participating in the EBT program allow cardholders access to their cash benefits at existing ATM terminals. In the current EBT contract, Vermont is a Quest state, and in order to provide additional cash access locations to cardholders, pays an additional CPCM on EBT cash cases for access to the NYCE ATM network.

Vermont requires that responses to this RFP provide an outline by Vermont zip code of all ATM locations offered by the bidding vendor that would be available for EBT cash transactions as a core provision of the contract. This list must clearly denote which of those locations would be available surcharge free, which operate under Quest Rules, and which are part of the NYCE network. (As described in the full NCS EBT RFP, the contractor must provide surcharge-free ATM transactions to EBT cash recipients at ATM's owned and operated by the contractor. This requirement extends to subcontractors, if the subcontractor(s) receives more than 5% of the CSA's contract billing value.)

If the NYCE ATM network is not provided as a core cash access service, Vermont also requests pricing for the NYCE network as a core optional feature. (See Section 10: Cash Access in the full NCS EBT RFP for more information on this requirement).

#### **A.10.1.2 ATM Usage Transaction Fees**

At this time Vermont provides 4 transaction fee free transactions. Vendor's cost proposals must include case/month costs for 2 and 4 transaction fee free transactions per month.

#### **A.10.2 Cash Access at United States Postal Service locations:**

Vermont encourages the contractor to provide surcharge and transaction fee-free POS cash withdrawals through USPS locations (Full NCS RFP: Section 10, Item 5).

**ATTACHMENT A, SECTION ELEVEN:**

**Requirements for project planning and their phases, transition and conversion, change and release management, change and release management and release**

As described in the NCS EBT RFP, plus the following Vermont Specific Items:

**A.11.1 Transaction History conversion (addressing 11.5.1.4 in the full NCS EBT RFP)**

Vermont currently has 90 days of online transaction history available, which will require conversion to the new vendor's system. At cutover, these 90 days will become part of the full 365-day online transaction history required by the contract secured through this RFP after conversion.

**ATTACHMENT A, SECTION TWELVE:**  
**Contract Performance Standards**

Fully Contained in the NCS EBT RFP - No Vermont Specific Requirements

**SECTION THIRTEEN - Proposal Requirements**

Fully Contained in the NCS EBT RFP - No Vermont Specific Requirements

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## Attachment B: Program Costs & Payment Provisions

### **SECTION FOURTEEN - Pricing Requirements**

As described in the NCS EBT RFP, plus the following Vermont Specific Items:

#### **B.14.1 CONTRACT VALUE/QUANTITY**

The estimated annual value of this contract is dependent on the pricing secured by this RFP process. The annual value in calendar year 2011 was approximately \$800,000.00 (eight hundred thousand dollars). The annual value and quantities are estimated only based on prior usage and may be increased or decreased to meet actual requirements. Contract issuance is contingent upon funding availability. The maximum dollar amount payable under this contract is not intended to guarantee any amount of payment. The Contractor will be paid at the billable rates for services actually performed, up to the maximum allowable amount.

#### **B.14.2 INVOICES**

Contractor will bill the State monthly for services authorized under the contract. Upon timely and accurate submission of invoices, the State will remit payment **within 30 days of such submission**, to the Contractor for the services provided.

#### **B.14.3 REMITTANCE OF PAYMENT**

Contractor must specify the address to which payments will be sent and provide a current W-9 to DCF.

#### **B.14.4 Vermont specific pricing requests**

<b>VERMONT SPECIFIC ITEM</b>	<b>PRICE OFFER</b>
WIC Lite – CPCM (currently same as food CPCM)	
WIC Lite conversion	
DSNAP – stand-alone online DSNAP eligibility system (See Section 7)	
Vault card program (Section 7)	
Vault card Admin manual (Section 7)	
Card reading wedge (Section 7)	
Farmers Market wireless terminal upfront cost	
Farmers Market wireless terminals – monthly service fees, transaction fees	
ATM – NYCE access (if not core – see Section 10)	

## VERMONT APPENDICES

### VT APPENDIX THIRTEEN

#### STATE AND AGENCY CUSTOMARY CONTRACT PROVISIONS

**Including:**

**Attachment C: CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS**

The Standard Provisions contained in Attachment C are designed to: meet all statutory requirements; enable legal enforcement of the agreement; and provide protection to the State, its contractors, grantees and subrecipients. This attachment is required for every contract

**Attachment E: BUSINESS ASSOCIATE AGREEMENT**

This standardized Attachment contains language to be used when the reviewing Assistant Attorney General has determined that it is required under the federal Health Insurance Portability and Accountability Act known as HIPAA.

**Attachment F: AGENCY OF HUMAN SERVICES CUSTOMARY CONTRACT PROVISIONS**

This attachment is required for every Agency of Human Service contract

**ATTACHMENT C**

**CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS**

1. **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.
2. **Applicable Law.** This Agreement will be governed by the laws of the State of Vermont.
3. **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.
4. **Appropriations:** If appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement from State revenues. **Subject to the Attorney General's approval, this provision may be amended to state that in the event of termination for non-appropriation, the State shall compensate Vendor for any unamortized costs and reasonable wind-down costs.**
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, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. 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 Party shall notify its insurance company and the State within 10

days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

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.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverage 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.

**General Liability and Property Damage:** With respect to all operations performed under the 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 Per Occurrence  
\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

**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: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

**Professional Liability:** Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$\_\_\_\_\_ per occurrence, and \$\_\_\_\_\_ aggregate.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

**The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.**

**A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.**

**The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at:**

**<http://finance.vermont.gov/forms>**

10. **Records Available for Audit:** The Party, **with the exception of proprietary financial information or confidential personnel data,** will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter 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. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

**11. Fair Employment Practices and Americans with Disabilities Act:**

Party agrees to comply with the requirement of Title 21V.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. Party further agrees to include this provision in all subcontracts.

**12. 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.

**13. 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 the 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.

**14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the 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.

**15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

**16. No Gifts or Gratuities:** Party shall not give title or possession of any thing 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.

**17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.

**18. 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.

**19. Certification Regarding Use of State Funds:** In the case that 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.

## Attachment E

### BUSINESS ASSOCIATE agreement

THIS BUSINESS ASSOCIATE AGREEMENT ("AGREEMENT") IS ENTERED INTO BY AND BETWEEN THE STATE OF VERMONT AGENCY OF HUMAN SERVICES OPERATING BY AND THROUGH ITS DEPARTMENT, OFFICE, OR DIVISION OF (\_\_\_\_\_) INSERT DEPARTMENT, OFFICE, OR DIVISION) ("COVERED ENTITY") AND (\_\_\_\_\_) INSERT NAME OF THE CONTRACTOR) ("BUSINESS ASSOCIATE") AS OF (\_\_\_\_\_) INSERT DATE) ("EFFECTIVE DATE"). THIS AGREEMENT SUPPLEMENTS AND IS MADE A PART OF THE CONTRACT TO WHICH IT IS AN ATTACHMENT.

Covered Entity and Business Associate enter into this Agreement to comply 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.

The parties agree as follows:

1. **Definitions.** All capitalized terms in this Agreement have the meanings identified in this Agreement, 45 CFR Part 160, or 45 CFR Part 164.

The term "Services" includes all work performed by the Business Associate for or on behalf of Covered Entity that requires the use and/or disclosure of protected health information to perform a business associate function described in 45 CFR 160.103 under the definition of Business Associate.

The term "Individual" includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

The term "Breach" means the acquisition, access, use or disclosure of protected health information (PHI) in a manner not permitted under the HIPAA Privacy Rule, 45 CFR part 164, subpart E, which compromises the security or privacy of the PHI. "Compromises the security or privacy of the PHI" means poses a significant risk of financial, reputational or other harm to the individual.

2. **Permitted and Required Uses/Disclosures of PHI.**

2.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying contract with Covered Entity. 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. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

2.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents (including subcontractors) in accordance with Sections 8 and 16 or (b) as otherwise permitted by Section 3.

3. **Business Activities.** Business Associate may use PHI received in its capacity as a "Business Associate" to Covered Entity if necessary for Business Associate's proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as "Business Associate" to Covered Entity for Business Associate's proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if (a) Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the 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 (b) the person notifies Business Associate, within three business days (who in turn will notify Covered Entity within three business days after receiving notice of a Breach as specified in Section 5.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in this Section must be of the minimum amount of PHI necessary to accomplish such purposes.

4. **Safeguards.** Business Associate shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

**5. Documenting and Reporting Breaches.**

- 5.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI as soon as it (or any of its employees or agents) become aware of any such Breach, and in no case later than three (3) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.
- 5.2 Business Associate shall provide Covered Entity with the names of the individuals 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 individuals, as set forth in 45 CFR §164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Business Associate shall continue to provide to Covered Entity information concerning the Breach as it becomes available to it.
- 5.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce does not pose a significant risk of harm to the affected individuals, it shall document its assessment of risk. Such assessment shall include: 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low risk of harm. When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity.

**6. Mitigation and Corrective Action.** 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. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity.

**7. Providing Notice of Breaches.**

- 7.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR §164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individuals whose PHI was the subject of the Breach. When requested to provide notice, 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. The cost of notice and related remedies shall be borne by Business Associate.
- 7.2 The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.
- 7.3 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 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).
- 7.4 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, Business associate shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR §164.406.

**8. Agreements by Third Parties.** Business Associate shall ensure that any agent (including a subcontractor) to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity agrees in a written agreement to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. For example, the written contract must include those restrictions and conditions set forth in Section 14. Business Associate must enter into the written agreement before any use or disclosure of PHI by such agent. The written agreement must identify Covered Entity 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. Business

Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of PHI to any agent without the prior written consent of Covered Entity.

9. **Access to PHI.** 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. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.
10. **Amendment of PHI.** 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. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.
11. **Accounting of Disclosures.** 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. 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. Business Associate shall provide such information in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.
12. **Books and Records.** Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. 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 Business Associate is in compliance with this Agreement.
13. **Termination.**
  - 13.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 17.7.
  - 13.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate this Contract without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate this Contract without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under this Contract, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.
14. **Return/Destruction of PHI.**
  - 14.1 Business Associate in connection with the expiration or termination of this Contract shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this Contract that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.
  - 14.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that

make the return or destruction infeasible for so long as Business Associate maintains such PHI.

- 15. Penalties and Training.** 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. If requested by Covered Entity, Business Associate shall participate in training regarding the use, confidentiality, and security of PHI.
- 16. Security Rule Obligations.** The following provisions of this Section apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.
- 16.1 Business Associate shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.
- 16.2 Business Associate shall ensure that any agent (including a subcontractor) to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such agent. The written agreement must identify Covered Entity 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. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any agent without the prior written consent of Covered Entity.
- 16.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an agent, including a subcontractor). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than three (3) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.
- 16.4 Business Associate shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.
- 17. Miscellaneous.**
- 17.1 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.
- 17.2 Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.
- 17.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.
- 17.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule) in construing the meaning and effect of this Agreement.
- 17.5 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.
- 17.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity under this

Contract even if some of that information relates to specific services for which Business Associate may not be a "Business Associate" of Covered Entity under the Privacy Rule.

- 17.7 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 Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

(Rev: 1/31/11)

## ATTACHMENT F

### AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS

1. **Agency of Human Services - Field Services Directors** will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.
2. **2-1-1 Data Base:** The Contractor providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Contractor will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at [www.vermont211.org](http://www.vermont211.org)
3. **Medicaid Program Contractors:**

Inspection of Records: Any contracts accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and inspect and audit any financial records of such Contractor or subcontractor.

Subcontracting for Medicaid Services: Having a subcontract does not terminate the Contractor, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Contractor or subcontractor and provide for revoking delegation or imposing other sanctions if the Contractor or subcontractor's performance is inadequate. The Contractor agrees to make available upon request to the Agency of Human Services; the Department of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all contracts and subcontracts between the Contractor and service providers.

Medicaid Notification of Termination Requirements: Any Contractor accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Department of Vermont Health Access, Managed Care Organization enrollee notification requirements.

Encounter Data: Any Contractor accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: All contractors and subcontractors must 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) to support audit compliance with 45CFR95.621 subpart F, ADP (Automated Data Processing) *System Security Requirements and Review Process*.

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Contractor agrees to 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, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.
5. **Voter Registration.** When designated by the Secretary of State, the Contractor 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.
6. **Drug Free Workplace Act.** The Contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.
7. **Privacy and Security Standards.**

Protected Health Information: The Contractor 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 contract. The Contractor 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: The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Contractor or subcontractor shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

Other Confidential Consumer Information: The Contractor agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Contractor agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations. The Contractor shall ensure that all of its employees and subcontractors performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

Social Security numbers: The Contractor agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

8. **Abuse Registry.** The Contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent

Living. Unless the Contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).

9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who 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 make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor 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.

10. **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 Contractor or subcontractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed. **All intellectual property developed prior to or independently of this project shall continue to be owned by Contractor or any relevant third parties. The use of Contractors proprietary software will be for the term of the contract only.**

The Contractor shall not sell or copyright a work product or item produced under this agreement 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's materials.

11. **Security and Data Transfers.** The State shall work with the Contractor to ensure compliance with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Contractor of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Contractor to implement any required.

The Contractor will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Contractor 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. The Contractor 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, the Contractor shall securely delete data (including archival backups) from the Contractor's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

12. **Computing and Communication:** The Contractor 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 Contractor as part of this agreement. Options include, but are not limited to:

1. Contractor's provision of certified computing equipment, peripherals and mobile devices, on a separate Contractor'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.

The State will not supply e-mail accounts to the Contractor.

13. **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.

14. **Non-discrimination.** The Contractor will prohibit 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, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, 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 and/or

federal funds.

The Contractor will also 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 under Title 9 V.S.A. Chapter 139.

15. **Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

The law does not apply to children's services provided in private residences; 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.

Failure to comply with the provisions of the 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.

Contractors are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

*Attachment F - Revised AHS -12/10/10*

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## Vermont Appendix 15: Reporting Requirements

As described in the full NCS EBT RFP, *plus* the following Vermont specific requirements:

**15.1** It is required that each of the reports listed below be created by the vendor, or that reports serving equivalent functions be provided. If specific reports listed below are not recreated in the same format, during detail design vendor must describe to the State which of its reports provide the same data and functionality of the reports described below. This is not a complete list of the reporting expected; it is a list of reports required in the same or similar format to what the state receives in its current contract.

A sample of each of these numbered reports follows this page (a Daily file sample is not provided):

**15.1.2 Clearing Statement** (VTDCF EBTDS 104-1) – Daily report used by the State to make business day payments to the vendor, broken down by program code, required for State’s cost allocation purposes

**15.1.3 Daily Statistical Report** (VTDCF EBTDS 404-1) Used for federal reporting (FNS 46 & 388) for month to date totals

**15.1.4 Daily Database Value** (VTDCF EBTDS 404-2) Used for Daily Reconciliation to ASAP

**15.1.5 Authorization Activity Summary** (VTDCF EBTDS 101-4) – Showing by category benefits authorized through batch processes and availability date(s)

**15.1.6 Previous Suspense** (VTDCF EBTDS 106-1) Used in daily ASAP reconciliation

**15.1.7 Daily Refresh Files** – for “Add”, “Food”, “Cash” Daily, and Monthly as needed

**Daily File:** Every day, (weekdays, weekends and holidays included) the contractor sends a ‘Daily’ file to SOV. This Daily file transmission from the vendor to the state file includes all of the reports listed above, plus additional financial files including authorization and transaction detail level reports. Currently, no action is required on the part of SOV to initiate receipt of this file. SOV mainframe job PASS120B processes the contractor-sent incoming “Daily” GDG and sends a copy of it to a SOV server for SOV staff. Transmission of this file does not eliminate the need for any information contained in it to also be posted to the vendor’s Web Admin portal, dependent on the report suite agreed upon during the detail design phase. The content of this file, and whether it is required in addition to posting of reports to the vendor’s online administrative terminal will be determined during detail design, but the vendor should have the capacity to provide a similar function if required.

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## CERTIFICATIONS AND ASSURANCES

I/we make the following certificates and assurances as a required element of the bid or proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or cost data have been determined independently, without consultation, communication or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal or bid.
2. The attached proposal or bid is a firm offer for a period of 120 days following receipt, and it may be accepted by the DCF without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120 day period.
3. In preparing this proposal or bid, I/we have not been assisted by any current employee of the State of Vermont whose duties related (or did relate) to this proposal, bid or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal or bid. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document).
4. I/we understand that the DCF will not reimburse me/us for any costs incurred in the preparation of this proposal or bid. All proposals or bids become the property of DCF, and I/we claim no proprietary right to the ideas, writings, items, or samples.
5. I/we understand that any contract(s) awarded as a result of this RFP will incorporate terms and conditions substantially similar to those attached to the RFP. I/we certify that I/we will comply with these or substantially similar terms and conditions if selected as a Contractor.
6. I hereby certify that I have examined the accompanying RFP forms prepared by: \_\_\_\_\_ for the funding period beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that to the best of my knowledge and belief, the contents are true, and correct, and complete statements prepared from the books and records of the provider in accordance with applicable instructions, except as noted.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_