

Appendix C – Maine State Appendix

The State of Maine’s State Appendix section is set-up as a supplement to the Northeast Coalition of States (NCS) Request for Proposal (RFP) and is designed to give more insight into how we do business. Please note, section headings and numbering in the Maine State Appendix are for the convenience of cross referencing the Maine appendix back to the NCS core document. In the event of any discrepancies, the NCS RFP’s headings and numbering takes precedence.

2.11 Letter of Credit or Performance Bond

Without exception, each bidder’s administrative proposal must include a statement that it is committed to providing the required performance bond as described in this section in the amount of \$2,500,000. Such statement must include specific information as to how the performance bond will be provided and must be accompanied by a written commitment from a financial institution to provide the performance bond in the event of contract approval. The successful bidder must then provide the Department with the performance bond within fifteen (15) calendar days of contract execution. Failure to provide proof of the performance bond will result in termination for cause and the Department shall have the right to award a new contract to another bidder that responded to this RFP. It is the expectation of the Department that the integrity and responsiveness of the EBT System be of the highest quality and that the requirements of the RFP be met. The contractor must adhere to the performance standards that are documented in Section 12.3 of this RFP. Should the performance of the contractor fall below the predefined standards, the Department will reserve the right to assess liquidated damages and require that the contractor develop and fully implement a corrective action plan. The corrective action plan must be delivered in five (5) business days of the determination that the performance standard is not being met. The corrective action plan must be implemented no later than five (5) business days from the date the plan is approved by the Department. The corrective action plan must be subject to acceptance.

4.2.1.2.1 Batch and Online

- **Batch** Files are transmitted by SFTP. The file(s) are transmitted by MoveIT Central through the firewall to MoveIT DMZ. From there, the files are transmitted to the processor’s host.
- **Online** The incumbent contractor uses MPLS circuits connected to our firewall to establish connection to the provider’s administrative terminal.

4.2.2.2 Transaction processing

The below table shows a list of benefit types, EBT sub-programs, and the drawdown/dispense priority for Maine EBT benefits.

Benefit Program Type	EBT sub program	Description	Dispense/drawdown priority
Food supplement	F1	Disaster SNAP	1

Food supplement	F2	Disaster SNAP	2
Food supplement	F3	Disaster SNAP	3
Food supplement	F4	Disaster SNAP	4
Food supplement	F5	Disaster SNAP	5
Food supplement	F6	Disaster SNAP	6
Food supplement	F7	Disaster SNAP	7
Food supplement	F8	Disaster SNAP	8
Food supplement	F9	State SNAP	9
Food supplement	F0	Disaster SNAP	10
Food supplement	FF	Federal SNAP	11
Food supplement	SF	State SNAP	12
Food supplement	SW	Worker Supplement benefit	13
Food supplement	FR	Fraud	14
Cash	CD	Cash Disaster	1
Cash	TB	Federal TANF	2
Cash	NC	State non-qualified aliens	3
Cash	ST	State TANF – Student	4
Cash	IC	State TANF – Incapacity with SSI spouse	5
Cash	PA	State PaS	6
Cash	BL	Federal TANF – Long Term	7
Cash	T2	Federal TANF unemployed parent	8
Cash	B2	Federal TANF – UP long term	9
Cash	S2	State TANF – UP long term	10
Cash	SL	State TANF – Long term	11
Cash	SU	State TANF – Unemployed parents	12
Cash	FP	Federal PaS	13
Cash	TT	Transitional Transportation	14
Cash	TC	Transitional Child Care	15
Cash	AT	State TANF	16
Cash	AP	ASPIRE – Federal PAS tools	17

Cash	AS	ASPIRE State PAS – Child care	18
Cash	A2	ASPIRE Federal PAS – Child Care	19
Cash	AL	ASPIRE Federal Clothing	20
Cash	AC	Federal PAS transportation	21
Cash	AD	ASPIRE Federal transportation	22
Cash	AA	ASPIRE State transportation	23
Cash	AB	PAS State Transportation	24
Cash	AG	PAS Federal eyeglasses	25
Cash	AH	ASPIRE Federal eyeglasses	26
Cash	AE	ASPIRE State eyeglasses	27
Cash	AF	PAS State eyeglasses	28
Cash	AK	PAS Federal Clothing	29
Cash	AI	ASPIRE State Clothing	30
Cash	AJ	PAS State Clothing	31
Cash	AO	ASPIRE Federal Tools	32
Cash	AM	ASPIRE State Tools	33
Cash	AN	PAS state tools	34
Cash	A4	ASPIRE Federal auto repairs	35
Cash	A5	ASPIRE State auto repairs	36
Cash	A6	PAS State auto repairs	37
Cash	A7	PAS Federal auto repairs	38
Cash	A8	Tbd	39
Cash	A9	Tbd	40
Cash	B3	Tbd	41
Cash	B4	Tbd	42
Cash	B5	Tbd	43
Cash	B6	Tbd	44
Cash	B7	ASPIRE State child care	45

Cash	B8	ASPIRE State child care	46
Cash	B9	ASPIRE Federal – other	47
Cash	C1	ASPIRE State – other	48
Cash	C2	PAS State – other	49
Cash	C3	PAS Federal – other	50
Cash	C4	ASPIRE Federal – other	51
Cash	C5	ASPIRE Federal – child care	52
Cash	J1	Tbd	53
Cash	J2	Tbd	54
Cash	J3	Tbd	55
Cash	J4	Tbd	56
Cash	SS	State supplement payments	57
Cash	SI	Tbd	58
Cash	SP	Spousal Living allowance	59
Cash	CR	Fraud	60
Cash	TF	ASPIRE – Field expense training	61
Cash	TP	PAS – Field expense training	62
Cash	HC	HOPE child care	63
Cash	HT	HOPE transportation	64
Cash	HA	HOPE auto registration	65
Cash	HF	HOPE tuition	66
Cash	HB	HOPE books/supplies	67
Cash	HG	HOPE eyeglasses	68
Cash	HD	HOPE dental	69
Cash	HO	HOPE - other	70
Cash	HE	HOPE State child care	71
Cash	HH	HOPE State transportation	72
Cash	RC	Tbd	73
Cash	DI	Tbd	74
Cash	DM	Tbd	75

4.2.2.2.7.3 Voucher Clear

The below table shows the most current data available on vouchers:

Month	Purchase #	Purchase \$	Return #	Return \$
February 2019	332	\$20,081.22	1	\$22.00
March 2019	449	\$28,048.93	0	\$0.00
April 2019	441	\$27,664.64	1	\$90.00
May 2019	512	\$32,215.76	0	\$0.00
June 2019	422	\$27,263.59	0	\$0.00

4.3 Account Set-up, Account Maintenance and Benefit Authorization – Core Requirements

The Department currently performs account set up via batch process and online manual entry.

- **Batch:**
 - **Account Maintenance/Set-up** Each day, the Department sends one (1) or two (2) account maintenance files to EBT processor via SFTP (MoveIT). The records contained in this file include updates to client demographic data, case open/closure data, card issuance data, authorized representative data. The processor ingests these files and updates/creates the EBT accounts according to the records contained in the file.
 - **Benefit Issuance**
 - **Daily Benefit File** Each business day, the department sends a benefit file to the EBT processor via SFTP (MoveIT). The records contained in this file include the benefit type, sub-program, benefit amount, available date, benefit authorization number, and the case number of the recipient. The processor ingests these files and adds the benefits to the client accounts according to the records contained in the file.
 - **Monthly Cash Issuance File** Within the last two (2) weeks of each month (on a schedule determined by the Department) the Department sends a file containing all monthly cash allotments. The file layout for this file is the same as the daily benefit file. However, the available date for these benefits will be the 1st calendar day of the following month.
 - **Monthly Food Supplement Issuance File** On the 2nd of each month, the Department sends a file containing all monthly food supplement allotments. The file layout for this file is the same as the daily benefit file. However, the available date for these benefits is dependent on the client's date of birth. (See chart below).

Birth dates ending in:	Available Date
0,9	10 th
1,8	11 th
2,3	12 th
4,7	13 th
5,6	14 th

- **Online:**
 - **Account Maintenance/Set-up** Certain circumstances precipitate the need for the Department to add user accounts or make changes to existing accounts via direct input into the processor's system. For example, when there is an error in the batch file that causes a recipient's account to not be created, the Department will make the correction through a manual entry into the processor's system. When this occurs, the processor's system must have a record of the transaction with the details that were manually updated, and the user that created those entries.
 - **Benefit Issuance** Certain circumstances precipitate the need for the Department to add benefits to a recipient's account. Examples include overpayment refunds, investigative accounts, and rejected benefit records from the batch files. At a minimum, the processor's system must allow us to enter the transaction with the following data elements:
 - Program
 - EBT Sub program
 - Benefit date
 - Benefit available date
 - Benefit amount
 - Benefit authorization number
 - The processor needs to store these data elements in transaction history and provide the user that entered this information into the processor's system. Such entries should be aggregated into a daily report for Department management.

4.3.1.2 Use Existing File Formats

The department sends several different files to the incumbent contractor. The table below indicates the description of the file, the file type, and the frequency.

File Description	File Type	Frequency
Account Maintenance File	Account set-up/maintenance	Twice per business day; once per non-business day.
Mass Card Account Maintenance File	Account set-up/maintenance (Cards that were issued during a two-year period in a previous contract contain bad information. This file sees that these cards are replaced.)	Once per business day.
Daily issuance file	Benefit authorization file.	Once per business day.
Monthly Cash issuance file	Benefit authorization file.	Monthly
Monthly Food supplement issuance file	Benefit authorization file.	Monthly
Maine Care card files	Maine Care card file	Two files per business day.

- **Account maintenance file:** The name of the daily account maintenance file follows the format of MEYYYYMMDDHHMMSSmmmPCACCTMAINT. The below charts show the header, record, and trailer layouts for this file.

Header Layout

#	Position	Description	Length	Type	Comments	M/C/O/I
1.	001-002	File ID	2	String	Valid Value: 02	M
2.	003-003	Record ID	1	String	“A” – Indicates header record	M
3.	004-007	Sent Year	4	Int	Year value when the file was sent Min: 1900, Max: 2999	M
4.	008-009	Sent Month	2	Int	Month value when the file was sent Min: 01, Max: 12	M
5.	010-011	Sent Day	2	Int	Date value when the file was sent Min: 01, Max: 31	M
6.	012-013	Sent Hour	2	Int	Hour value when the file was sent Min: 00, Max: 23	M
7.	014-015	Sent Minute	2	Int	Minute value when the file was sent Min: 00, Max: 59	M
8.	016-017	Sent Second	2	Int	Second value when the file was sent Min: 00, Max: 59	M
9.	018-026	Record Count	9	Int	Record count of the total number of detail records in the file. Min: 000000001 Max: 999999999	M

10.	026-227	Filler	201	String	Filler for the header record. Alphanumeric or spaces.	M
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Record Layout

#	Position	Description	Length	Type	Values	M/C/O/I fields for Action Codes:			
						01	02	03	04
1.	001-001	Record ID	1	String	“D” – Indicates detail record	M	M	M	M
2.	002-003	Agency ID	2	Int	10 – MDHS – Default Agency ID for Case.	M	M	M	M
3.	004-005	Client Action Code	2	String	Identifies the client operation type. 01 – Create person and add access to case. 02 – Update person demographic data 03 – Add access to case for person 04 – Drop access to case for person	M	M	M	M
4.	006-006	Case Processing Code	1	Char	Case processing code of detail record. Identifies the case operation type. 0 – No Operation on case 1 – Open Case	M	M	M	M
5.	007-008	Access Type	2	String	Flag indicating whether client is primary, first alternate or second alternate. 00 – Primary 01 – First Alternate 02 – Second Alternate	M	M	M	M
6.	009-012	Account Access	4	Int	Bit-wise indicator to turn access on/off for each case in the account. Least	Dependent on action:			

#	Position	Description	Length	Type	Values	M/C/O/I fields for Action Codes:			
						01	02	03	04
					significant digit is FS, then Cash. 0000 – no access 0001 – FS only access 0002 – Cash only access 0003 – FS and Cash access	Refer to Table 1 and 2 in section 3.3.			
7.	013-014	Program	2	String	Program ID for the record. (F) - food stamp program (C) - cash program Note that the second character must be a space.	Dependent on action: Refer to Table 1 and 2 in section 3.3.			
8.	015-023	Case Number (Client ID)	9	String	State Case Number (Client ID) – State case number is a length of 9. Field can be alphanumeric.	M	M	M	M
9.	024-032	SSN	9	String	Social Security Number. Must be numeric.	Client Bio Data			
10.	033-036	Birth Date – Year	4	Int	Year value when the file was sent Min: 1880, Max: 2999	Client Bio Data			
11.	037-038	Birth Date – Month	2	Int	Month value when the file was sent Min: 01, Max: 12	Client Bio Data			
12.	039-040	Birth Date – Date	2	Int	Date value when the file was sent Min: 01, Max: 31	Client Bio Data			
13.	041-041	Sex	1	Char	Gender of the client. Valid values include:	Client Bio Data			

#	Position	Description	Length	Type	Values	M/C/O/I fields for Action Codes:			
						01	02	03	04
					M - male F - female U - unknown				
14.	042-066	Last Name	25	String	Last Name of the Client. Uppercase Only – Special chars allowed except Percent (%) and double quote (“”).	Client Bio Data			
15.	067-091	First Name	25	String	First Name of the Client. Uppercase Only. Special chars allowed except Percent (%) and double quote (“”).	Client Bio Data			
16.	092-092	Middle Initial	1	Char	Middle Initial of the Client. Uppercase Only.	Client Bio Data			
17.	093-095	Regional Office Code	3	String	Valid Range is from 000 to 999.	Client Bio Data			
18.	096-125	Mailing Street Address 1	30	String	Street address. Uppercase only. Note that this field should not include city, state or zip code. Special chars allowed except Percent (%) and double quote (“”). For homeless will be Regional Office Address.	Client Bio Data			
19.	126-155	Mailing Street Address 2	30	String	Street address. Uppercase only. Note that this field should not include city, state or zip code. Special chars allowed except Percent (%) and double quote (“”). For homeless will be Regional Office Address.	Client Bio Data			

#	Position	Description	Length	Type	Values	M/C/O/I fields for Action Codes:			
						01	02	03	04
20.	156-171	City	16	String	Upper Case Only. Special chars allowed except Percent (%) and double quote (“”).	Client Bio Data			
21.	172-173	State	2	String	Upper Case Only.	Client Bio Data			
22.	174-182	Zip	9	String	Use 0000 if last 4 digits are unavailable.	Client Bio Data			
23.	183-192	Telephone Number	10	String	This field should not include extraneous characters such as () or – Includes area code and preceding 1.	Client Bio Data			
24.	193-193	Special Needs	1	String	Special Needs field. Valid Values: N, A, B, D, H, I – Refer to Appendix C	Client Bio Data			
25.	194-195	Language ID	2	String	Language ID. This field is currently unused but exists for compatibility purposes. Valid value is US.	Client Bio Data			
26.	196-196	Card Issuance Indicator	1	Boolean	Flag indicating if a card should be issued/replaced. The PAN will be generated in the creation process. Valid Values: Issue: 1 Do Not Issue: 0	M	I	I	I
27.	197-197	PIN Issuance Indicator	1	Boolean	Flag indicating if a PIN should be issued. Issue: 1	M ¹	I	I	I

¹ The State should default this flag to “0” for non-Conversion (Daily) files.

#	Position	Description	Length	Type	Values	M/C/O/I fields for Action Codes:			
						01	02	03	04
					Do Not Issue: 0 The State should default this flag to "0" for non-Conversion (Daily) files.				
28.	198-212	Case Worker ID	15	String	ACES Caseworker for case.	Client Bio Data			
29.	213-227	Filler	15	String	Spaces	I	I	I	I

Trailer Layout

#	Position	Description	Length	Type	Comments	M/C/O/I
1.	001-002	File ID	2	String	Valid Values: 02. Should match header.	M
2.	003-003	Record ID	1	String	"T" – Indicates trailer record	M
3.	004-007	Sent Year	4	Int	Year value when the file was sent Min: 1900, Max: 2999	M
4.	008-009	Sent Month	2	Int	Month value when the file was sent Min: 01, Max: 12	M
5.	010-011	Sent Date	2	Int	Date value when the file was sent Min: 01, Max: 31	M
6.	012-013	Sent Hour	2	Int	Hour value when the file was sent Min: 00, Max: 23	M
7.	014-015	Sent Minute	2	Int	Minute value when the file was sent Min: 00, Max: 59	M

8.	016-017	Sent Second	2	Int	Second value when the file was sent Min: 00, Max: 59	M
9.	018-026	Record Count	9	Int	Record count of the total number of detail records in the file. Min: 000000001, Max: 999999999 Should match header value.	M
10.	027-227	Filler	201	String	Filler for the header record. Alphanumeric or spaces.	M

- Mass Card Account Maintenance File** The name of the daily mass card account maintenance file follows the format of MEYYYYMMDDHMMSSmmmmPMASSRDACCTMAINT. The below charts show the header, record, and trailer layouts for this file.

Header Layout

#	Position	Description	Length	Type	Comments	M/C/O/I	Validation Error Codes
1	001-002	File ID	2	String	Valid Value: 02	M	HD01
2	003-003	Record ID	1	String	“A” – Indicates header record	M	HD01
3	004-007	Sent Year	4	Int	Year value when the file was sent Min: 1900, Max: 2999	M	HD13
4	008-009	Sent Month	2	Int	Month value when the file was sent Min: 01, Max: 12	M	HD14
5	010-011	Sent Date	2	Int	Date value when the file was sent Min: 01, Max: 31	M	HD15
6	012-013	Sent Hour	2	Int	Hour value when the file was sent Min: 00, Max: 23	M	HD16

#	Position	Description	Length	Type	Comments	M/C/O/I	Validation Error Codes
7	014-015	Sent Minute	2	Int	Minute value when the file was sent Min: 00, Max: 59	M	HD17
8	016-017	Sent Second	2	Int	Second value when the file was sent Min: 00, Max: 59	M	HD18
9	018-026	Record Count	9	Int	Record count of the total number of detail records in the file. Min: 000000001 Max: 999999999	M	HD19
10	026-223	Filler	197	String	Filler for the header record. Alphanumeric or spaces.	Spaces	
11	224-227	Response Code	4	String	Incoming File: Will be spaces Outgoing/Return File: Header level error codes will be recorded here in the return file	M	

Record Layout

#	Position	Description	Length	Type	Values	M/C/O/I fields for Action Codes:				Validation Error Codes
						01	02	03	04	
1	001-001	Record ID	1	String	“D” – Indicates detail record	M	M	M	M	DT01
2	002-003	Agency ID	2	Int	10 – MDHS – Default Agency ID for Case.	M	M	M	M	DT04

#	Position	Description	Length	Type	Values	M/C/O/I fields for Action Codes:				Validation Error Codes
						01	02	03	04	
3	004-005	Client Action Code	2	String	Identifies the client operation type. 02 – Update person demographic data 03 – Add access to case for person 04 – Drop access to case for person	M	M	M	M	DT02
4	006-006	Case Processing Code	1	Char	Case processing code of detail record. Identifies the case operation type. 0 – No Operation on case 1 – Open Case	M	M	M	M	DT47
5	007-008	Access Type	2	String	Flag indicating whether client is primary, first alternate or second alternate. 00 – Primary 01 – First Alternate 02 – Second Alternate	M	M	M	M	DT48
6	009-012	Account Access	4	Int	Bit-wise indicator to turn access on/off for each case in the account. Least significant digit is FS, then Cash. 0000 – no access 0001 – FS only access 0002 – Cash only access	Dependent on action: Refer to Table 1 and 2 in section 3.3.				DT54

#	Position	Description	Length	Type	Values	M/C/O/I fields for Action Codes:				Validation Error Codes
						01	02	03	04	
					0003 – FS and Cash access					
7	013-014	Program	2	String	Program ID for the record. (F) - food stamp program (C) - cash program Note that the second character must be a space.	Dependent on action: Refer to Table 1 and 2 in section 3.3.				DT55
8	015-023	Case Number (Client ID)	9	String	State Case Number (Client ID) – State case number is a length of 9. Field can be alphanumeric.	M	M	M	M	DT03
9	024-032	SSN	9	String	Social Security Number. Must be numeric.	Client Bio Data				DT16
10	033-036	Birth Date – Year	4	Int	Year value of Cardholder’s birth year Min: 1880, Max: 2999	Client Bio Data				DT25
11	037-038	Birth Date – Month	2	Int	Month value of Cardholder’s birth month Min: 01, Max: 12	Client Bio Data				DT26
12	039-040	Birth Date – Date	2	Int	Date value-of Cardholder’s birth day Min: 01, Max: 31	Client Bio Data				DT27
13	041-041	Sex	1	Char	Gender of the client. Valid values include: M - male	Client Bio Data				DT46

#	Position	Description	Length	Type	Values	M/C/O/I fields for Action Codes:				Validation Error Codes
						01	02	03	04	
					F - female U – unknown					
14	042-066	Last Name	25	String	Last Name of the Client. Uppercase Only – Special chars allowed except Percent (%) and double quote (“”).	Client Bio Data				DT09
15	067-091	First Name	25	String	First Name of the Client. Uppercase Only. Special chars allowed except Percent (%) and double quote (“”).	Client Bio Data				DT08
16	092-092	Middle Initial	1	Char	Middle Initial of the Client. Uppercase Only.	Client Bio Data				
17	093-095	Regional Office Code	3	String	Valid Range is from 000 to 999.	Client Bio Data				DT06
18	096-125	Mailing Street Address 1	30	String	Street address. Uppercase only. Note that this field should not include city, state or zip code. Special chars allowed except Percent (%) and double quote (“”). For homeless will be Regional Office Address.	Client Bio Data				DT10
19	126-155	Mailing Street Address 2	30	String	Street address. Uppercase only. Note that this field should not include city, state or zip code. Special chars allowed except	Client Bio Data				

#	Position	Description	Length	Type	Values	M/C/O/I fields for Action Codes:				Validation Error Codes
						01	02	03	04	
					Percent (%) and double quote (“”). For homeless will be Regional Office Address.					
20	156-171	City	16	String	Upper Case Only. Special chars allowed except Percent (%) and double quote (“”).	Client Bio Data				DT11
21	172-173	State	2	String	Upper Case Only.	Client Bio Data				DT12
22	174-182	Zip	9	String	Use 0000 if last 4 digits are unavailable.	Client Bio Data				DT13
23	183-192	Telephone Number	10	String	This field should not include extraneous characters such as () or – Includes area code and preceding 1.	Client Bio Data				
24	193-193	Special Needs	1	String	Special Needs field. Valid Values: N, A, B, D, H, I – Refer to Appendix C	Client Bio Data				
25	194-195	Language ID	2	String	Language ID. This field is currently unused but exists for compatibility purposes. Valid value is US.	Client Bio Data				
26	196-196	Card Issuance Indicator	1	Boolean	Flag indicating if a card should be issued/replaced. The PAN will be generated	M	M	M	M	DT17

#	Position	Description	Length	Type	Values	M/C/O/I fields for Action Codes:				Validation Error Codes
						01	02	03	04	
					in the creation process. Valid Values: Issue: 1 Do Not Issue: 0					
27	197-197	PIN Issuance Indicator	1	Boolean	Flag indicating if a PIN should be issued. Issue: 1 Do Not Issue: 0 The State should default this flag to "0" for non-Conversion (Daily) files.	M ²	M	M	M	DT18
28	198-212	Case Worker ID	15	String	ACES Caseworker for case.	Client Bio Data				
29	213-213	Special Issue	1	String	Valid Values M-Mass Card Replacement N-Not Applicable					
1.	214-223	Filler	10	String	Spaces	I	I	I	I	
2.	224-227	Response Code	4	String	Incoming File: Will be spaces Outgoing/Return File: Detail level error codes will be recorded here in the return file	M				

Trailer Layout

#	Position	Description	Length	Type	Comments	M/C/O /I	Validation Error Codes
1	001-002	File ID	2	String	Valid Values: 02. Should match header.	M	TR06
2	003-003	Record ID	1	String	“T” – Indicates trailer record	M	TR06
3	004-007	Sent Year	4	Int	Year value when the file was sent Min: 1900, Max: 2999	M	TR08
4	008-009	Sent Month	2	Int	Month value when the file was sent Min: 01, Max: 12	M	TR09
5	010-011	Sent Date	2	Int	Date value when the file was sent Min: 01, Max: 31	M	TR10
6	012-013	Sent Hour	2	Int	Hour value when the file was sent Min: 00, Max: 23	M	TR16
7	014-015	Sent Minute	2	Int	Minute value when the file was sent Min: 00, Max: 59	M	TR17
8	016-017	Sent Second	2	Int	Second value when the file was sent Min: 00, Max: 59	M	TR18
9	018-026	Record Count	9	Int	Record count of the total number of detail records in the file. Min: 000000001, Max: 999999999 Should match header value.	M	TR02
10	027-223	Filler	197	String	Filler for the header record. Alphanumeric or spaces.	Spaces	
11	224-227	Response Code	4	String	Incoming File: Will be spaces Outgoing/Return File: Trailer level error codes will be recorded here in the return file	M	

- **Daily Issuance File** The name of the daily issuance file follows the format of MEYYYYMMDDHHMMSSmmmmPDBENEFIT. The below charts show the header, record, and trailer layouts for this file.

Header Layout

#	Position	Description	Length	Type	Comments	M/C/O/I
1.	001-002	File ID	2	String	Valid Value: 02	M
2.	003-003	Record ID	1	String	“A” – Indicates header record	M
3.	004-007	Sent Year	4	Int	Year value when the file was sent Min: 1900, Max: 2999	M
4.	008-009	Sent Month	2	Int	Month value when the file was sent Min: 01, Max: 12	M
5.	010-011	Sent Date	2	Int	Date value when the file was sent Min: 01, Max: 31	M
6.	012-013	Sent Hour	2	Int	Hour value when the file was sent Min: 00, Max: 23	M
7.	014-015	Sent Minute	2	Int	Minute value when the file was sent Min: 00, Max: 59	M
8.	016-017	Sent Second	2	Int	Second value when the file was sent Min: 00, Max: 59	M
9.	018-026	Record Count	9	Int	Record count of the total number of detail records in the file. Min: 000000001 Max: 999999999	M
10.	026-154	Filler	128	String	Filler for the header record. Alphanumeric or spaces.	M

Record Layout

#	Position	Description	Length	Type	Comments	M/C/O/I fields for Action Codes:	
						01	02
1.	001-001	Record Type	1	String	“D” – Indicates detail record.	M	M
2.	002-003	Action Code	2	String	Identifies the benefit operation type. 01 – Benefit Add 02 – Benefit Cancel	M	M
3.	004-005	Program Type	2	String	Program ID for the record.	M	I

					(F) - food stamp program (C) - cash program Note that the second character must be a space.		
4.	006-007	Sub-Program	2	String	Sub-Program ID for the record. See Appendix for valid values.	M	I
5.	008-016	Case Number	9	String	State Case Number – State case number is a length of 9 - 8 numeric and 1 alpha	M	M
6.	017-030	Benefit Authorization Number	14	String	The Benefit Authorization Number must be unique for each benefit.	M	M
7.	031-034	Available Year	4	Int	Year value when the file was sent Min: 1900, Max: 2999	M	I
8.	035-036	Available Month	2	Int	Month value when the file was sent Min: 01, Max: 12	M	I
9.	037-038	Available Date	2	Int	Date value when the file was sent Min: 01, Max: 31	M	I
10.	039-044	Benefit Amount	6	Int	Benefit amount in cents. The value must be left padded with zeros.	M	I
11.	045-048	Benefit Year	4	Int	Year value when the file was sent Min: 1900, Max: 2999	M	I
12.	049-050	Benefit Month	2	Int	Month value when the file was sent Min: 01, Max: 12	M	I
13.	051-154	Filler	104	String	Spaces	I	I

Trailer Layout

#	Position	Description	Length	Type	Comments	M/C/O/I
1.	001-002	File ID	2	String	Valid Values: 02. Should match header.	M
2.	003-003	Record ID	1	String	“T” – Indicates trailer record	M
3.	004-007	Sent Year	4	Int	Year value when the file was sent Min: 1900, Max: 2999	M
4.	008-009	Sent Month	2	Int	Month value when the file was sent Min: 01, Max: 12	M
5.	010-011	Sent Date	2	Int	Date value when the file was sent Min: 01, Max: 31	M
6.	012-013	Sent Hour	2	Int	Hour value when the file was sent Min: 00, Max: 23	M
7.	014-015	Sent Minute	2	Int	Minute value when the file was sent	M

					Min: 00, Max: 59	
8.	016-017	Sent Second	2	Int	Second value when the file was sent Min: 00, Max: 59	M
9.	018-026	Record Count	9	Int	Record count of the total number of detail records in the file. Min: 000000001, Max: 999999999 Should match header value.	M
10.	027-036	Total Benefit Add Amount	10	Int	Total Amount of benefit adds in the file. Min: 0000000000 Max: 9999999999	M
11.	037-046	Total Benefit Cancel Amount	10	Int	Total Amount of benefit cancels in the file. Min: 0000000000 Max: 9999999999	M
12.	047-154	Filler	108	String	Filler for the header record. Alphanumeric or spaces.	M

- Monthly Cash Issuance File** The file name of the monthly cash issuance file follows the format of MEYYYYMMDDHHMMSSmmmPM CABENE. The below charts show the header, record, and trailer layouts for this file.

Header Layout

#	Position	Description	Length	Type	Comments	M/C/O/I
11.	001-002	File ID	2	String	Valid Value: 02	M
12.	003-003	Record ID	1	String	“A” – Indicates header record	M
13.	004-007	Sent Year	4	Int	Year value when the file was sent Min: 1900, Max: 2999	M
14.	008-009	Sent Month	2	Int	Month value when the file was sent Min: 01, Max: 12	M
15.	010-011	Sent Date	2	Int	Date value when the file was sent Min: 01, Max: 31	M
16.	012-013	Sent Hour	2	Int	Hour value when the file was sent Min: 00, Max: 23	M
17.	014-015	Sent Minute	2	Int	Minute value when the file was sent Min: 00, Max: 59	M
18.	016-017	Sent Second	2	Int	Second value when the file was sent Min: 00, Max: 59	M
19.	018-026	Record Count	9	Int	Record count of the total number of detail records in the file.	M

					Min: 000000001 Max: 999999999	
20.	026-154	Filler	128	String	Filler for the header record. Alphanumeric or spaces.	M

Record Layout

#	Position	Description	Length	Type	Comments	M/C/O/I fields for Action Codes:	
						01	02
14.	001-001	Record Type	1	String	"D" – Indicates detail record.	M	M
15.	002-003	Action Code	2	String	Identifies the benefit operation type. 01 – Benefit Add 02 – Benefit Cancel	M	M
16.	004-005	Program Type	2	String	Program ID for the record. (F) - food stamp program (C) - cash program Note that the second character must be a space.	M	I
17.	006-007	Sub-Program	2	String	Sub-Program ID for the record. See Appendix for valid values.	M	I
18.	008-016	Case Number	9	String	State Case Number – State case number is a length of 9 - 8 numeric and 1 alpha	M	M
19.	017-030	Benefit Authorization Number	14	String	The Benefit Authorization Number must be unique for each benefit.	M	M
20.	031-034	Available Year	4	Int	Year value when the file was sent Min: 1900, Max: 2999	M	I
21.	035-036	Available Month	2	Int	Month value when the file was sent Min: 01, Max: 12	M	I
22.	037-038	Available Date	2	Int	Date value when the file was sent Min: 01, Max: 31	M	I
23.	039-044	Benefit Amount	6	Int	Benefit amount in cents. The value must be left padded with zeros.	M	I
24.	045-048	Benefit Year	4	Int	Year value when the file was sent Min: 1900, Max: 2999	M	I
25.	049-050	Benefit Month	2	Int	Month value when the file was sent Min: 01, Max: 12	M	I

26.	051-154	Filler	104	String	Spaces	I	I
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Trailer Layout

#	Position	Description	Length	Type	Comments	M/C/O/I
13.	001-002	File ID	2	String	Valid Values: 02. Should match header.	M
14.	003-003	Record ID	1	String	“T” – Indicates trailer record	M
15.	004-007	Sent Year	4	Int	Year value when the file was sent Min: 1900, Max: 2999	M
16.	008-009	Sent Month	2	Int	Month value when the file was sent Min: 01, Max: 12	M
17.	010-011	Sent Date	2	Int	Date value when the file was sent Min: 01, Max: 31	M
18.	012-013	Sent Hour	2	Int	Hour value when the file was sent Min: 00, Max: 23	M
19.	014-015	Sent Minute	2	Int	Minute value when the file was sent Min: 00, Max: 59	M
20.	016-017	Sent Second	2	Int	Second value when the file was sent Min: 00, Max: 59	M
21.	018-026	Record Count	9	Int	Record count of the total number of detail records in the file. Min: 000000001, Max: 999999999 Should match header value.	M
22.	027-036	Total Benefit Add Amount	10	Int	Total Amount of benefit adds in the file. Min: 0000000000 Max: 9999999999	M
23.	037-046	Total Benefit Cancel Amount	10	Int	Total Amount of benefit cancels in the file. Min: 0000000000 Max: 9999999999	M
24.	047-154	Filler	108	String	Filler for the header record. Alphanumeric or spaces.	M

- Monthly Food Supplement Issuance File** The file name of the monthly food supplement issuance file follows the format of MEYYYYMMDDHHSSmmmPMFSBENE. The below charts show the header, record, and trailer layouts for this file.

Header Layout

#	Position	Description	Length	Type	Comments	M/C/O/I
21.	001-002	File ID	2	String	Valid Value: 02	M
22.	003-003	Record ID	1	String	"A" – Indicates header record	M
23.	004-007	Sent Year	4	Int	Year value when the file was sent Min: 1900, Max: 2999	M
24.	008-009	Sent Month	2	Int	Month value when the file was sent Min: 01, Max: 12	M
25.	010-011	Sent Date	2	Int	Date value when the file was sent Min: 01, Max: 31	M
26.	012-013	Sent Hour	2	Int	Hour value when the file was sent Min: 00, Max: 23	M
27.	014-015	Sent Minute	2	Int	Minute value when the file was sent Min: 00, Max: 59	M
28.	016-017	Sent Second	2	Int	Second value when the file was sent Min: 00, Max: 59	M
29.	018-026	Record Count	9	Int	Record count of the total number of detail records in the file. Min: 000000001 Max: 999999999	M
30.	026-154	Filler	128	String	Filler for the header record. Alphanumeric or spaces.	M

Record Layout

#	Position	Description	Length	Type	Comments	M/C/O/I fields for Action Codes:	
						01	02
27.	001-001	Record Type	1	String	"D" – Indicates detail record.	M	M
28.	002-003	Action Code	2	String	Identifies the benefit operation type. 01 – Benefit Add 02 – Benefit Cancel	M	M
29.	004-005	Program Type	2	String	Program ID for the record. (F) - food stamp program (C) - cash program Note that the second character must be a space.	M	I
30.	006-007	Sub-Program	2	String	Sub-Program ID for the record. See Appendix for valid values.	M	I

31.	008-016	Case Number	9	String	State Case Number – State case number is a length of 9 - 8 numeric and 1 alpha	M	M
32.	017-030	Benefit Authorization Number	14	String	The Benefit Authorization Number must be unique for each benefit.	M	M
33.	031-034	Available Year	4	Int	Year value when the file was sent Min: 1900, Max: 2999	M	I
34.	035-036	Available Month	2	Int	Month value when the file was sent Min: 01, Max: 12	M	I
35.	037-038	Available Date	2	Int	Date value when the file was sent Min: 01, Max: 31	M	I
36.	039-044	Benefit Amount	6	Int	Benefit amount in cents. The value must be left padded with zeros.	M	I
37.	045-048	Benefit Year	4	Int	Year value when the file was sent Min: 1900, Max: 2999	M	I
38.	049-050	Benefit Month	2	Int	Month value when the file was sent Min: 01, Max: 12	M	I
39.	051-154	Filler	104	String	Spaces	I	I

Trailer Layout

#	Position	Description	Length	Type	Comments	M/C/O/I
25.	001-002	File ID	2	String	Valid Values: 02. Should match header.	M
26.	003-003	Record ID	1	String	“T” – Indicates trailer record	M
27.	004-007	Sent Year	4	Int	Year value when the file was sent Min: 1900, Max: 2999	M
28.	008-009	Sent Month	2	Int	Month value when the file was sent Min: 01, Max: 12	M
29.	010-011	Sent Date	2	Int	Date value when the file was sent Min: 01, Max: 31	M
30.	012-013	Sent Hour	2	Int	Hour value when the file was sent Min: 00, Max: 23	M
31.	014-015	Sent Minute	2	Int	Minute value when the file was sent Min: 00, Max: 59	M
32.	016-017	Sent Second	2	Int	Second value when the file was sent Min: 00, Max: 59	M
33.	018-026	Record Count	9	Int	Record count of the total number of detail records in the file. Min: 000000001, Max: 999999999	M

					Should match header value.	
34.	027-036	Total Benefit Add Amount	10	Int	Total Amount of benefit adds in the file. Min: 0000000000 Max: 9999999999	M
35.	037-046	Total Benefit Cancel Amount	10	Int	Total Amount of benefit cancels in the file. Min: 0000000000 Max: 9999999999	M
36.	047-154	Filler	108	String	Filler for the header record. Alphanumeric or spaces.	M

- Maine Care Card Files** The name of the Maine Care card files follow the format of P_MECC.CNDT.YYMMDDHHMMSS. The below chart shows the record layout for these files. The trailer record will simply be the letter 'T' followed by the number of records contained in the file.

Record Layout

Field Name	Type	Length	Field Position	Value
Filler	Alphanumeric	3	001-003	
Detail Indicator	Alpha	1	004	D
Casehead ID	Alphanumeric	9	005-0113	
Casehead Indicator	Alphanumeric	1	014	1 or null
Client Name	Alphanumeric	25	015-039	
Client ID	Alphanumeric	9	040-048	
Date of birth	Alphanumeric	6	049-054	MMDDYY
Street 1	Alphanumeric	23	055-077	Casehead mailing address
Street 2	Alphanumeric	23	078-100	Casehead mailing address
City	Alphanumeric	18	101-118	Casehead mailing address
State	Alphanumeric	2	119-120	Casehead mailing address
Filler	Alphanumeric	3	121-123	
Zip code	Alphanumeric	5	124-128	Casehead mailing address
Filler	Alphanumeric	64	129-192	
Casehead name	Alphanumeric	33	193-225	
Filler		33	226-258	

4.3.1.4: Batch Processing

The below chart lays out the file types and frequencies for the Department's current batch file schedule.

File Description	File Type	Frequency
Account Maintenance File	Account set-up/maintenance	Twice per business day; once per non-business day.
Mass Card Account Maintenance File	Account set-up/maintenance (Cards that were issued during a two-year period in a previous contract contain bad information. This file sees that these cards are replaced.)	Once per business day.
Daily issuance file	Benefit authorization file.	Once per business day.
Monthly Cash issuance file	Benefit authorization file.	Monthly
Monthly Food supplement issuance file	Benefit authorization file.	Monthly
Maine Care card files	Maine Care card file	Two files per business day.

4.3.1.6 Authorized Representatives and Authorized Payees

The Department currently allows one (1) authorized representative/payee for each case. The payee may be authorized to use SNAP only, Cash only, or SNAP and Cash.

4.3.1.7 Benefit Authorization and Cancellation

The Department currently authorizes benefits in two (2) different ways; batch and online.

- **Batch** In our benefit files, each record has a code of 01 (issue benefits) or 02 (cancel benefits). When processing the file, the processor takes the appropriate action on the case based on that code. The cancel benefit function is only available for benefits that have not yet been made available to the client.
- **Online** The Department, at times, adds benefits to clients' account via the processor's administrative terminal. This action is completed by workers logging into a client's case and entering the data associated with the transaction. Those data elements are as follows:
 - Program
 - EBT Sub program
 - Benefit date
 - Benefit available date
 - Benefit amount
 - Benefit authorization number

Once the data elements above are entered, the worker clicks an action button to issue the benefits. The processor needs to store these data elements in transaction history and provide the user that entered this information into the processors system. Such entries should be aggregated into a daily report for Department management.

If benefits are not yet available to the client, authorized workers are able to log into the client’s case and cancel those benefits. The processor’s system must clearly indicate the benefit authorization that is not yet available to the client, so workers are able to identify it and cancel it when necessary.

4.3.1.8 Benefit Availability The table below shows the availability date for all benefits that are not immediately made available to clients.

SNAP Benefits	
Birth dates ending in:	Available Date
0,9	10 th
1,8	11 th
2,3	12 th
4,7	13 th
5,6	14 th
Cash Benefits	
All cash benefits are to be made available on the 1 st of the month regardless of the client’s birth date. There is no staggered issuance schedule for cash.	

4.3.1.10 Benefit Aging and Expungement The department currently receives a weekly file of cardholders who have not accessed their benefits in at least ninety (90) days. Our eligibility system processes the file and sends notices to cardholders based on their balance and the date benefits are to expunge if the client fails to access them.

In terms of expungement, all food supplement benefits are to expunge as per the regulations found at 7 C.F.R. 274.2(h). Cash benefits follow the same expungement rules, with the exception that they are expunged after one hundred and eighty (180) days rather than three hundred and sixty-five (365) days. The Department also has a special EBT subprogram for State Supplement Benefits. Those benefits are never to be expunged.

4.3.1.11 Additional program benefits.

Please refer to section 4.2.2.2 of this appendix for a full list of SNAP and cash programs currently offered by the Department. Benefit descriptions that are listed as TBD are EBT subprograms that were used historically by the Department for benefits that are no longer offered. The Department reserves the right to use these subprograms for new benefit types for additional programs that may be offered in the future.

4.4.1.3 Multiple Cards Per Individual Account

Please see section 4.3.1.6 for the Department’s requirements.

4.4.1.6 Card Number/Bank Identification Number (BIN) or Issuer Identification Number (IIN)

The BIN assigned to the state of Maine is 507703.

4.4.1.8 Cardholder Selection and Assignment of PINs

The Department currently does not elect to have mailed PINs or pre-PINned cards. When a client receives his/her EBT card, they activate the card by setting their PIN. They accomplish this by any of the following means:

- Calling the Contractor's IVR
- Utilizing the Contractor's mobile application
- Utilizing the client portal

At any time, the client can choose to re-PIN his/her card by utilizing the methods shown above. The Department, however, can reserve the right to restrict a client's PIN. An authorized Department user has the option to lock and unlock a client's PIN for purposes of fraud prevention. When the PIN is locked, the client is not able to change or select their PIN, until the Department determines the PIN can be unlocked.

4.5.1 Card Issuance Services

The Department currently has an agreement with the incumbent Contractor for the production and distribution of EBT cards. The Contractor is responsible for creating files and sending them to their sub-contractor for processing. The sub-contractor has a timeliness requirement for the distribution of the cards that meet FNS standards. The Contractor is required to provide the Department with reports on what cards were mailed, when they were ordered and mailed (to account for timeliness) and cards that were returned as undeliverable. The Contractor may propose other solutions for card production and distribution that can increase efficiency and timeliness. However, currently, the Department does not wish to produce and distribute their own EBT cards.

4.5.8 Over-the-Counter (OTC) cards

Currently, the Department does not issue OTC cards. As mentioned in section 4.5.1, the Contractor is encouraged to propose new ways to handle card production and distribution. The Department may entertain the idea of over-the-counter cards if the proposal meets our logistical and financial needs.

4.5.11 Card Design

Currently, the Department is looking at new card designs with the incumbent Contractor. Once the award is made, the Department will decide on whether or not to continue with the current design.

4.5.15 EBT Mailed PIN

Maine does not issue mailed PINs.

5.1.5 Update Functionality

Please see section 4.3 above for the Department's update functionality requirements.

5.1.11 Fraud Investigator Accounts

The Department issues benefits to fraud investigators by a completely manual process. Fraud investigators at both the state and Federal levels will submit requests to the Department for an EBT card and benefits. Accounts are created, and benefits are issued by entering the data into the administrative terminal screens. For the investigator accounts, the Department has special EBT subprograms set up for tracking the benefits separately from other SNAP/Cash benefits.

5.1.15 Administrative Functionality Core Reports/Files/Inquiries

In addition to the reports listed in Appendix Q, Maine requires the following reports described below.

- 1. After Hours transactions** This report will contain a list of withdrawal transactions that occur between 2:00 am and 5:00 am.
- 2. Benefit Liability** The benefit liability report provides benefit liability account information including any activity that impacts the client's balance and changes the available outstanding benefit liability in the EBT system. The information is presented on selected program or sub-program levels for the selected date.
- 3. Even Dollar Transactions** A monthly report that identifies approved even-dollar SNAP transactions that are equal to or greater than \$100.00. The report is limited to 1) those transactions performed at certain FNS store types including small grocery stores, convenience stores, and/or other FNS store types to be determined during detail design and 2) of which, even dollar transactions meet a defined percentage of all SNAP sales.
- 4. Excessive Card Replacement** A monthly report of clients who have requested greater than two (2) replacement EBT cards in the last three hundred and sixty-five (365) days.
- 5. System Accounting Report** The daily system accounting report provides information by program and sub-program level including all settling transactions and matches the settlement totals for the date selected.

6.1.1.3 Time Frames for Settlement Switch Processing and Host EBT Business End-of-Day

Maine's cutoff time is currently 3:00 pm.

6.1.1.4 Settlement Processing

Please see section 4.2.2.2 for the Department's drawdown/dispense priority.

9.1.1.7.c EBT Retailer Policies

The Department requires that any retailers that are classified as Farmers Markets (FMs) or Direct Marketing Farmers (DMFs) receive a free wireless point-of-sale (POS) device.

9.2.1 Customer Service Staffing Capacity Plan

The below table shows the available data for incoming calls to the incumbent provider's call center.

Client CSR calls			
Month	Client (English)	Client (Spanish)	Client (Total)
July 2018	3723	27	3750
August 2018	3714	28	3742
September 2018	3337	16	3353
October 2018	3530	16	3546
November 2018	2930	16	2946
December 2018	2999	16	3015
January 2019	4242	20	4262
February 2019	3018	35	3053
March 2019	3313	18	3331
April 2019	3906	25	3931

Client IVR calls	
Month	Number of calls
July 2018	212940
August 2018	208720
September 2018	203685
October 2018	197730
November 2018	191384
December 2018	2015*
January 2019	277399
February 2019	167809
March 2019	249847
April 2019	237342
May 2019	199196

*The December 2018 data is likely incorrect as a result of data collection in December 2018.

Retailer IVR calls	
Month	Number of calls
July 2018	3479
August 2018	3341
September 2018	3140
October 2018	3192
November 2018	2722
December 2018	2733
January 2019	3996
February 2019	2422
March 2019	3665
April 2019	3326
May 2019	3315

9.2.3 Cardholder and Retailer Web Portal Access

- **Cardholder Portal** Maine's cardholder portal (www.pinetreecard.com) has the following functions/features for Maine EBT clients:
 - **Account registration/changes**
 - **When a client creates an account, they enable themselves to use the portal for all of its features. They are able to set up their username upon initial registration. After initial registration, they can change their password and security options at any time.**
 - **Card activation**
 - **View broadcast messages**
 - **View transaction history**
 - **PIN set-up/change**
 - **Report lost/stolen/damaged card**
 - **Replace card**
 - **View important Department information and documents.**
- **Retailer Portal** Maine's retailer portal (www.connectebt.com/retail) has the following functions and features for Maine EBT retailers
 - **Account registration/changes**
 - **Search transaction history**
 - **Search adjustment history**
 - **Search ACH payment history**
 - **Search 1099 reports**

9.2.7.2 Reporting Lost/Stolen/Damaged/Non-Receipt and Unauthorized Use of a Card

The Department requires the cardholder to enter the last four (4) digits of the Social Security Number of the individual for whom the card is for. For example, if a secondary user needs to order a new card, the Social Security Number they would need to enter would be that of the client for whom they are a rep payee.

9.2.7.3 IVR/ARU PIN Selection/Change

The Department requires the cardholder to enter the last four (4) digits of the Social Security Number of the individual for whom the card is for. For example, if a secondary user needs to select or change their PIN, the Social Security Number they would need to enter would be that of the client for whom they are a rep payee.

9.2.7.4 Current Balance Inquiry

The Department requires the cardholder to enter the last four (4) digits of the Social Security Number of the individual for whom the card is for. For example, if a secondary user needs to perform a balance inquiry, the Social Security Number they would need to enter would be that of the client for whom they are a rep payee.

9.2.2 Interactive Voice Response Unit (IVR)/Automated Response Unit (ARU) and 9.2.3 Cardholder and Retailer Web Portal Access

The Contractor will be required to display cardholder messages in a minimum of two (2) ways. First, an authorized Department user must be able to enter broadcast messages on the cardholder portal that will be visible to the clients when logging in. Second, at the Department's request, the Contractor is required to provide a voice message that is heard by any recipient calling the Contractor's IVR. If the broadcast message is in response to a problem caused by the Contractor, the message shall be broadcast for a period of time determined by the Department; and shall come at no cost to the Department. Other broadcast messages requested by the state shall be negotiated between the parties in good faith in detail design, or through the change request process.

11.5.1.4 Transition History Conversion

The Department requires that a minimum of five (5) years of online history is converted from the old contractor's database to the new contractor's database.

11.7.1 Ongoing Communication Requirements

After transition/conversion efforts are completed, and the operations phase begins, the Contractor's program manager shall meet with the Department to discuss open items and operational needs at a minimum of every two (2) weeks. Depending on contractor performance and the number of open action items, the Department may require additional meeting until such time that operations can be successful with less frequent meetings.

13.2 Billing

Below are the caseload statistics for Maine from June 2018-current.

	SNAP	Cash
18-Jun	91277	35957
18-Jul	90668	35839
18-Aug	90305	36077
18-Sep	89543	35821
18-Oct	89156	35909
18-Nov	88741	35720
18-Dec	87967	35844
19-Jan	87917	35681
19-Feb	17852	35576
19-Mar	87739	35732
19-Apr	87810	36228
19-May	88208	36692

15.2.1 Contractual Agreement Statement

The pages that follow, are Maine's Business Associate Agreement and Maine's Remote Hosting Policy. The Business Associate Agreement is a requirement for any contractor that is dealing with confidential Medicaid information such that will be used for the production and distribution of Maine Care cards (Section 1.4.4).



Maine Department of Health and Human Services

Business Associate Agreement

This Business Associate Agreement (“Agreement”) is made this ___ day of _____, 20___ (the “Effective Date”) by and between the State of Maine, Department of Health and Human Services (the Covered Entity, hereinafter, the “Department”) and _____ (“Business Associate”), together (the “Parties”); and

WHEREAS, Business Associate may use, disclose, create, receive, maintain or transmit protected health information in a variety of form or formats, including verbal, paper and electronic (together, “PHI”) on behalf of the Department in connection with Business Associate’s performance of its obligations under the following agreement between the parties:

_____ dated _____, 20___ (the “Underlying Agreement”); and

WHEREAS, the Parties intend to ensure the confidentiality, privacy and security of Department’s PHI as required by law, including the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 (HIPAA), and its implementing regulations at 45 CFR Parts 160 and 164 (the Privacy, Security, Breach Notification and Enforcement Rules or “HIPAA Rules”) as updated by the Health Information Technology for Economic and Clinical Care Act (HITECH) enacted under Title XII of the American Recovery and Reinvestment Act of 2009, and its implementing Regulations (together, the “HIPAA and HITECH Rules”); and

WHEREAS, the Parties agree that certain federal and state laws, rules, regulations and accreditation standards also impose confidentiality restrictions that apply to this business relationship, and may include, but are not limited to: 42 CFR 2 *et. seq.*; 5 M.R.S.A. §19203-D; 22 M.R.S.A. §§42, 261, 815, 824, 833, 1494, 1596, 1711-C, 1828, 3173, 3292, 4008, 5328, 7250, 7703, 8754; 10 M.R.S.A 1346 *et. seq.*; 34-B M.R.S.A. §1207; 14-193 C.M.R, Ch. 1, Part A, § IX; and applicable accreditation standards of The Joint Commission or other appropriate accreditation body regarding confidentiality.

NOW THEREFORE, the parties agree as follows:

Specific Definitions for the Purpose of this Agreement:

Breach means the unauthorized acquisition, access, use or disclosure of PHI that compromises the security or privacy of such PHI. A security or privacy incident that involves PHI is presumed to be a breach requiring notification unless the Department proves, through specific risk analysis steps, that there is a low probability that the PHI was compromised or a) the incident does not involve unsecured PHI, or b) the incident falls into another exception or safe harbor as set forth in the HIPAA and HITECH Rules.

Business Associate is a person or entity that creates, receives, maintains or transmits PHI on behalf of, or provides services to, a covered entity, as set forth in the HIPAA Rules and other than in the capacity of a workforce member.

Covered Entity is a 1) health plan, (2) health care clearinghouse, or 3) health care provider who electronically transmits any health information in connection with transactions for which HHS has adopted standards. Generally, these electronic transactions concern billing and payment for services or insurance coverage.

Designated Record Set means the billing and medical records about individuals maintained by or for a covered provider: the enrollment, claims adjudication, payment, case or medical management record systems maintained by or for a health plan; or that are used in whole, or in part, by the covered entity to make decisions about individuals.

Individual means the person who is the subject of the PHI.

Protected Health Information means information that is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual and is transmitted or maintained in electronic or any other form or medium.

Security Incident means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information [or PHI] or interference with system operation in an information system.

Subcontractor means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private, to whom a business associate has delegated a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

Unsecured Protected Health Information means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the U.S. Department of Health and Human Services (“HHS”) in its guidance.

General Definitions. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA and HITECH Rules: Data Aggregation, Disclosure, Health Care Operations, Minimum Necessary, Notice of Privacy Practices, Required by Law, and Use.

1. Permitted Uses and Disclosures

- a. Business Associate agrees to use or disclose the PHI authorized by this Agreement only to perform the services of the Underlying Agreement between the Parties, or as required by law.
- b. Business Associate may use or disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, only where a) the use or disclosure does not violate any law governing the protection of the PHI, including, but not limited to, prohibitions under 42 CFR Part 2 (Part 2 Regulations), and b) the disclosures are required by law or c) Business Associate agrees only to disclose the minimum necessary PHI to accomplish the intended purpose and i) obtains reasonable assurances from the person or entity to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person or entity, and ii) the person or entity agree to immediately notify Business Associate of any instances of which it is aware that the confidentiality, privacy or security of the information has been actually or potentially breached.
- c. Business Associate may provide data aggregation services relating to the health care operations of the Department, or de-identify the Department’s PHI, only when such specific services are permissible under the Underlying Agreement or as otherwise preapproved in writing by the Department.

2. Obligations and Activities of the Business Associate

- a. *Compliance.* Business Associate agrees to comply with the HIPAA and HITECH Rules, and other applicable state or federal law, to ensure the protection of the Department’s PHI, and only use and disclose PHI consistent with the Department’s minimum necessary policy and the legal requirements of this Agreement. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA or HITECH Rules or other state or federal law if performed by the Department.
- b. *Safeguards.* In complying with the HIPAA and HITECH Rules, Business Associate agrees to use appropriate administrative, technical and physical safeguards, and comply with any required security or privacy obligations, to protect the confidentiality, integrity and availability of the Department’s PHI.

- c. *Reporting.* Business Associate agrees to report to the Department any inappropriate use or disclosure of the Department's PHI of which it becomes aware, i.e. any use or disclosure not permitted in this Agreement or in violation of any legal requirement, including actual and suspected breaches of unsecured PHI, and any actual or potential security incident of which it becomes aware. Such report will be made to the Department's Director of Healthcare Privacy or her designee within twenty-four (24) hours of when the Business Associate becomes aware of an actual or suspected incident or breach. In the event that a breach is determined to have occurred under the authority of the Business Associate, Business Associate will cooperate promptly with the Department to provide all specific information required by the Department for mandatory notification purposes.
- d. *Subcontractors and Agents.* In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate shall ensure that any third parties, agents or subcontractors (together, "Subcontractors") that use, disclose, create, acquire, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such PHI. Business Associate shall obtain and maintain a written agreement with each Subcontractor that has or will have access, through Business Associate, to the Department's PHI, ensuring that the Subcontractor agrees to be bound to the same restrictions, terms and conditions that apply to Business Associate under this Agreement.
- e. *Mitigation.* The Business Associate shall exhaust, at its sole expense, all reasonable efforts to mitigate any harmful effect known to the Business Associate arising from the use or disclosure of PHI by Business Associate in violation of the terms of this Agreement.
- f. *Accounting of Disclosures.* To the extent required by the terms of this Agreement, Business Associate will maintain and make available the information and/or documentation required to provide an accounting of disclosures as necessary to satisfy the Department's obligations under 45 CFR 164.528.
- g. *Access.* In the event that Business Associate creates or maintains PHI in a designated record set, Business Associate will use commercially reasonable efforts to make PHI available in the format requested, and as necessary to satisfy the Department's obligation under 45 C.F.R. 164.524, within 30 days from the time of request. Business Associate will inform the Department of the individual's request within 5 (five) business days of the request.
- h. *Amendment.* In the event that Business Associate creates or maintains PHI in a designated record set, Business Associate agrees to make any amendment(s) to the PHI as directed or agreed to by the Department, or take other measures as necessary to satisfy the Department's obligations under 45 CFR 164.526, in such time period and in such manner as the Department may direct.

- i. *Restrictions.* Upon notification from the Department, Business Associate shall adhere to any restrictions on the use or disclosure of PHI agreed to by or required of the Department pursuant to 45 CFR 164.522.
- j. *Audit by the Department or the HHS Secretary.* The Business Associate will make its internal practices, books and records relating to the use or disclosure of PHI received from the Department or used, acquired, maintained, created or received by the Business Associate on behalf of the Department, available to either the Department or the HHS Secretary for the purposes of determining the compliance of either the Department or the Business Associate with the Medicaid Act, and the HIPAA and HITECH Rules, or any other federal, state or accreditation requirement. 45 C.F.R. 164.504.
- k. *Other Obligations:* To the extent that Business Associate is to carry out one or more of the Department's obligations under the HIPAA and HITECH Rules or other federal or state law, Business Associate agrees to comply with the legal requirements that apply to the Department in performing that obligation;

3. Obligations of the Department

- a. The Department shall notify Business Associate of a) any limitation in any applicable Notice of Privacy Practices that would affect the use or disclosure of PHI by the Business Associate and b) any changes, revocations, restrictions or permissions by an individual to the use and disclosure of his/her PHI to which the Department has agreed, to the extent such restrictions or limitations may affect the performance of Business Associate's services on behalf of the Department.
- b. The Department shall not request that Business Associate use or disclose PHI in any format, and in any manner, that would be prohibited if performed by the Department.

4. Hold Harmless

Business Associate agrees to indemnify and hold harmless the Department, its directors, officers, agents, shareholders, and employees against any and all claims, demands, expenses, liabilities or causes of action that arise from any use or disclosure of PHI not specifically permitted by this Agreement, applicable state or federal laws, licensing, accreditation or other requirements.

5. Term of Agreement

- a. *Term.* This Agreement shall be effective as of the Effective Date and shall terminate at the end of the term of the Underlying Agreement. To the extent that the Underlying Agreement automatically renews, this Agreement shall also automatically renew itself for the same renewal period unless the Department terminates this Agreement for cause as set forth in Section 5(c). Either party may terminate the Agreement consistent with the written notice provision regarding termination in the Underlying Agreement.

- b. *Auto-renewal.* In the event that this Agreement is automatically renewed, the Business Associate agrees to be bound by the terms of this Agreement and laws referenced in this Agreement that are current and in effect at the time of renewal.
- c. *Termination for Cause.* Notwithstanding the foregoing, Business Associate authorizes termination of this Agreement by the Department if the Department determines that Business Associate has violated a material term of the Agreement. The Department shall either, at its sole discretion:
 - i. Provide the Business Associate an opportunity to cure or end the violation within a time frame and upon such conditions as established by the Department; and
 - ii. Immediately terminate this Agreement in the event the Business Associate has either failed to cure in the time frame provided by the Department or if cure is not possible.
- d. *Obligations of the Business Associate upon Termination.* Upon termination of this Agreement for any reason, Business Associate, shall
 - i. Return or destroy all PHI used, created, accessed, acquired, maintained, or received by the Business Associate on behalf of the Department, and retain no copies in any format. Business Associate shall ensure that its Subcontractors do the same.
 - ii. If the Department agrees that Business Associate may destroy all PHI in its possession, Business Associate shall certify such destruction to the Department.
 - iii. If returning or destroying PHI is not feasible, Business Associate agrees to protect the confidentiality of the PHI and retain only that PHI which is necessary for the Business Associate to continue its proper management and administration, or to carry out its legal responsibilities. Business Associate shall not use or disclose the PHI for other than the purpose for which it was retained, and return to the Department, or destroy if approved by the Department, such PHI when no longer required. Furthermore, Business Associate shall continue to use appropriate safeguards and comply with the HIPAA and HITECH Rules, other applicable state and federal law, with respect to PHI in any format for as long as Business Associate retains the PHI.
 - iv. Upon appropriate direction from the Department, Business Associate shall transmit the PHI to another business associate of the Department consistent with all legal and regulatory safeguards delineated in this Agreement.

6. Qualified Service Organization Agreement

To the extent that in performing its services for or on behalf of the Department, Business Associate uses, discloses, maintains or transmits PHI that is protected by the Part 2 Regulations, Business Associate acknowledges that it is a Qualified Service Organization for the purpose of such federal law; acknowledges that in receiving, storing, processing or otherwise dealing with any such patient records, it is fully bound by the Part 2 Regulations; and, if necessary, will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Part 2 Regulations.

7. Survival of Business Associate Obligations

The obligations of the Business Associate under this Agreement shall survive the termination of this Agreement indefinitely.

8. Miscellaneous

- a. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Department to comply with the requirements of the HIPAA and HITECH Rules, and/or other applicable laws or requirements. This Agreement may only be amended in writing, signed by authorized representatives of the Parties.
- b. *Injunction.* The Department and Business Associate agree that any violation of the provisions of this Addendum may cause irreparable harm to the Department. Accordingly, in addition to any other remedies available to the Department, Department shall be entitled to seek an injunction or other decree of specific performance with respect to any violation of this Agreement or explicit threat thereof, without bond or other security being required and without the necessity of demonstrating actual damages.
- c. *Interpretation.* Any ambiguity in this Agreement shall be resolved to ensure that the Department is in compliance with the HIPAA and HITECH Rules, or other applicable laws or privacy or security requirements.
- d. *Legal References.* A reference in this Agreement to a section in the HIPAA or HITECH Rules or to other federal or state law, means the section as in effect or as amended.

IN WITNESS WHEREOF, the parties have executed this Business Associate Agreement as of the Effective Date.

	Department		Business Associate
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	Chief Operating Officer	Title:	_____
Date:	_____	Date:	_____



**Maine State Government
Department of Administrative & Financial Services
Office of Information Technology (OIT)**

Remote Hosting Policy

1.0 Purpose

Establish requirements and responsibilities for remote-hosted Maine State computer applications.

Maine State Government expects all remote-hosted environments to be secure, reliable, and to utilize fully-supported infrastructure. This is critical due to the potential stakeholder hardship, State of Maine branding impact, legal and statutory ramifications, and adverse media coverage resulting from a security breach or service-quality issue. For these reasons, the Chief Information Officer has adopted this Remote Hosting Policy.

2.0 Definitions

- 2.1 Application Director: Provides oversight to multiple application development/support teams.
- 2.2 Contract Administrator: Identified in Rider B/B-IT of the remote hosting contract. In some cases, the Information Technology (IT) Manager may perform the Contract Administrator duties identified in the document.
- 2.3 Hosting Vendor: Commercial external entity that hosts Maine State information assets.
- 2.4 Infrastructure as a Service (IaaS): Computing infrastructure, such as processor, storage, operating system, etc. consumed from the Cloud.
- 2.5 OIT-Housing: Equipment that resides in an OIT data center, where OIT provides the physical security uninterrupted electricity, climate control, rack space, and internet connectivity (including network segmentation). The OIT housing vendor provides *everything else*.
- 2.6 Personally Identifiable Information (PII): Information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. Refer to Maine Public Law 10 MRSA § 1347 [9] for a more detailed definition. PII includes, but is not limited to Protected Health Information (PHI), Federal Tax Information (FTI), and Federal Education Rights and Privacy (FERPA) Information.
- 2.7 Platform as a Service (PaaS): Development and/or deployment framework consumed from the Cloud.
- 2.8 Software as a Service (SaaS): End-user application consumed from the Cloud.
- 2.9 Stakeholder: Any party potentially impacted by the change.

2.10 Technology Business Consultant: Agency information technology customer liaison.

3.0 Applicability

This policy applies to all Maine State Executive Branch remote-hosted information assets and any remote-hosted information assets (regardless of the Branch) utilizing the state-wide area network. For policy purposes, OIT-housing is considered remote hosting. Consumer-grade mass-market applications are exempt (such as DropBox, Quickbase, etc.)

4.0 Responsibilities:

4.1 Hosting Vendors:

- 4.1.1 Notify contract administrator within three (3) hours of first knowledge of a security breach.
- 4.1.2 Comply with Maine Public Law Title 10, Chapter 210-B: NOTICE OF RISK TO PERSONAL DATAⁱ.
- 4.1.3 Fulfill all compliance audits identified in the contract.
- 4.1.4 Comply with data ownership as defined in the contract.
- 4.1.5 Provide support with Freedom of Access Act (FOAA)ⁱⁱ requests and incident investigations.
- 4.1.6 The cyber liability of the remote hosting vendor is a function of the service that is actually being consumed. More specifically, the vendor is liable for any cyber security vulnerability in the actually consumed services. Thus, for *SaaS*, the entire cyber liability is borne by the vendor. For *PaaS*, the vendor's cyber liability is limited to the development and/or deployment framework actually being consumed. For *IaaS*, the vendor's cyber liability is limited to the computing infrastructure, such as processor, storage, operating system, etc. actually being consumed.
- 4.1.7 Ensure the following:
 - 4.1.7.1 A secure hosting infrastructure of the utmost:
 - 4.1.7.1.1 Confidentiality (No unauthorized access)
 - 4.1.7.1.2 Integrity (No tampering)
 - 4.1.7.1.3 Authenticity (No impersonation)
 - 4.1.7.2 All hosts, servers and devices have currently-supported and hardened operating systems, the latest anti-malware utilities and have the most aggressive intrusion-detection and firewall protection.
 - 4.1.7.3 All hosting infrastructure hardware and software components are fully supported by their respective manufacturers, at all times.
 - 4.1.7.4 An aggressive regimen of patch management. All critical patches for operating systems, databases, web services, commodity applications, etc., are tested prior to deployment and are applied within two (2) weeks of release by their respective manufacturers.
 - 4.1.7.5 A sunset and migration plan for all hardware and software, in alignment with the respective manufacturers' published best practices.

- 4.1.7.6 A minimum of 99% scheduled uptime, excluding planned downtime for maintenance.
- 4.1.7.7 A disaster recovery site with all the capabilities of the primary site; utilizing a completely independent infrastructure stack and geographically separated by a minimum of one hundred (100) miles from the primary site. Both sites must be within the continental United States.
- 4.1.7.8 A full disaster recovery exercise within one (1) year of project go-live, repeated annually thereafter, and signed off by the agency. This includes complete backup-restore tests from the appropriate medium once per annum. The exercise needs to be coordinated/scheduled with the contract administrator.
- 4.1.7.9 Periodic backups occur on a regularly scheduled basis. Backup frequency and backup retention are based on contracting agency needs for ensuring business continuity and data integrity. The minimum acceptable backup frequency is differential backup daily, and complete backup weekly.
- 4.1.7.10 Hosting infrastructure complies with the highest industry standards of data security for any remote hosted contents that include Personally Identifiable Information (PII). At the least, the data center must be certified to SSAE-16 SOC 2 Type IIⁱⁱⁱ. It is preferred that the data center be certified to FISMA Level 3 ATO^{iv} and/or FedRAMP CSP^v. Any device that stores PII or other high-risk data must be statically encrypted to AES-256 strength. Any transmission of PII or other high-risk data must be encrypted to at least TLS 1.0 strength.
- 4.1.7.11 Data in its custody is never used for any purposes other than those agreed to in the hosting contract.
- 4.1.7.12 Data residency remains in the continental United States at all times.
- 4.1.7.13 Adequate capacity to ensure prompt response to both data inquiry/lookup and data modification transactions, at all times.
- 4.1.7.14 Compliance with records management requests. Full compliance with the records retention schedule of the contracting agency occurs as relevant to the data being hosted remotely. This shall be minimally in accordance with the Maine State Archivist Records Management General Schedule^{vi}.
- 4.1.7.15 Upon termination of the contract all agency data must be transferred to another hosting vendor. Compliance with audit verification that all data has been transferred that is necessary for record retention, access logging and investigation or FOAA and that no data is retained once the transfer is complete and receipt and usability have been confirmed.
- 4.1.7.16 Full, timely participation in scheduled and random security audits, including hosting infrastructure and/or the application vulnerability assessments, conducted under the auspices of the

Office of Information Technology's Enterprise Security Officer (ESO).

- 4.1.7.17 Complete cooperation with the ESO in the detection and remediation of any hosting infrastructure and/or application security vulnerability.
- 4.1.7.18 Expedient remediation of any infrastructural negligence that is verifiable.
- 4.1.7.19 Complete compliance with all federal and Maine laws, regulations, statutes, policies, standards, and best practices relevant to internet-based hosting.
- 4.1.8 Submit the following detailed reports to the contract administrator. Unless otherwise noted below, reports should be filed at contract inception, and subsequently, once per annum, as well as corresponding to every substantive change in the subject matter of the relevant report.
 - 4.1.8.1 Uptime and unplanned outage report: should be submitted once per quarter.
 - 4.1.8.2 Planned downtime notice: should be submitted at least two (2) weeks prior to the event.
 - 4.1.8.3 Physical access controls for the hosting site.
 - 4.1.8.4 Internal security awareness training curriculum and schedule. Include the syllabus, new employee class schedule, annual refresher training, and any emergency, ad-hoc training.
 - 4.1.8.5 Self-audit on all software and hardware, modifications, patches applied, etc. this report should be submitted at least twice per annum.
 - 4.1.8.6 Backup, restore, and disaster recovery procedures and any associated test results. This includes results from the annual disaster recovery exercise.
 - 4.1.8.7 Security breach incident reporting mechanism.
 - 4.1.8.8 Production change management procedure, password policy, and any relevant, internal security-related standards, policies, procedures, best practices, etc., that govern the hosting infrastructure and/or application, including any third-party audit results.
 - 4.1.8.9 Event logging & Auditing practices for networks, operating systems, applications and databases.
 - 4.1.8.10 Any up-to-date third party security audit reports such as:
 - 4.1.8.10.1 SSAE 16 SOC2 Type II
 - 4.1.8.10.2 FISMA Level 3 ATO
 - 4.1.8.10.3 FedRAMP CSP
 - 4.1.8.10.4 ISO/IEC 27001:2005
 - 4.1.8.10.5 US-EU Safe Harbor Framework
 - 4.1.8.10.6 SkyHigh CloudTrust
 - 4.1.8.10.7 PCI-DSS

4.1.8.11 Based on up-to-date third party audit reports; the contract administrator *may* relieve the hosting vendor from some of the reporting requirements enumerated above.

4.2 Technology Business Consultants (TBCs) and application directors (joint responsibility):

- 4.2.1 Assist the Enterprise Security Officer (ESO) in the implementation of the policy.
- 4.2.2 Ensure that the hosted information asset complies with relevant deployment certification (Application Deployment Certification Policy^{vii}) prior to its deployment.
- 4.2.3 Evaluate the business impact of a security breach incident notification from the hosting vendor, and liaise with the affected business stakeholders of the contracting agency.
- 4.2.4 Evaluate the business impacts of the uptime and unplanned outage report and planned downtime notice report from the hosting vendor, and liaise with affected business stakeholders.

4.3 Enterprise Security Officer (ESO)

- 4.3.1 ESO is responsible for enforcement of this policy.
- 4.3.2 Direct scheduled and random security audits, including vulnerability assessments, to the housing infrastructure and/or the application.
- 4.3.3 Coordinate security audits with the contract administrator, TBC, application director and the hosting vendor.
- 4.3.4 Alert the contract administrator, TBC, and application director of any discovered security deficiency, and subsequently recommend a remediation strategy. At her/his discretion, the ESO may recommend the shutdown, or reduced operation, of the hosting infrastructure and/or the application, indefinitely.
- 4.3.5 Determine in the event of a security vulnerability and/or actual security breach, whether it was caused by infrastructural negligence on the part of the hosting vendor.

4.4 Contract administrator

- 4.4.1 Ensure pertinent Requests for Proposals (RFPs), and resulting contracts, contain language in accord with this policy, and attendant standards, operating procedures, and best practices.
- 4.4.2 Ensure pertinent RFPs, and resulting contracts, contain language in accord with the records retention schedule of the contracting agency, as relevant to the remote hosted data, and any other relevant state of Maine laws and policies.
- 4.4.3 Acts as a facilitator between the ESO/TBC/Application director and the hosting vendor. Convey all communication between the hosting vendor and the ESO/EBC/Application director. Vets detailed reports from the hosting vendors with appropriate technical resources.
- 4.4.4 Instruct this hosting vendor to transfer the data in its custody to another hosting vendor at the end of the hosting contract.
- 4.4.5 Explicitly state the data ownership in the contract.

- 4.4.6 Explicitly provide for audits for compliance and verification in the contract.
- 4.4.7 Explicitly provide for FOAA (Freedom of Access Act) and investigation requirements in the contract. This includes not only access to the data itself, but system log information regarding the data access.

5.0 Directives

Complete and exclusive ownership of the hosted data rests with the contracting agency, and is not subject to any conditions. The hosting vendor shall fully bear remediation costs for any security vulnerability and/or security breach that unambiguously results from verifiable hosting vendor negligence. In addition to this policy, current computer security industry best practices, defined by premier computer security industry guilds and consortiums (such as SANS.org^{viii}); will be used to determine what constitutes hosting vendor infrastructural negligence. The ESO is the final arbiter in this matter.

6.0 Document information

Initial Issue Date: 8 January 2007

Latest Revision Date: 17 July 2019

Point of Contact: Architecture-Policy Administrator, OIT, Enterprise.Architect@maine.gov

Approved by: Chief Information Office, OIT

Legal Citation: Title 5, Chapter 163: Office of Information Technology^{ix}

Waiver Process: See the waiver policy^x

ⁱ <http://www.mainelegislature.org/legis/statutes/10/title10ch210-bsec0.html>

ⁱⁱ <http://maine.gov/oit/policies/FOAAPolicy.pdf>

ⁱⁱⁱ http://ssae16.com/SSAE16_reports.html

^{iv} <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>

^v <https://cloud.cio.gov/strategy/#fedramp>

^{vi} <http://www.maine.gov/sos/arc/records/state/generalschedules.html>

^{vii} <http://maine.gov/oit/policies/Application-Deployment-Certification.pdf>

^{viii} <http://www.sans.org/>

^{ix} <http://legislature.maine.gov/statutes/5/title5ch163sec0.html>

^x <http://www.maine.gov/oit/policies/waiver.pdf>