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Header 1

List View

- General Information**
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1253827
 Procurement Type: Central Master Agreement
 Vendor ID: 000000100824
 Legal Name: PUBLIC CONSULTING GROUP LLC
 Alias/DBA:
 Total Bid: \$46,780,155.83
 Response Date: 01/18/2024
 Response Time: 12:21
 Responded By User ID: PCGUS
 First Name: Lisbeth
 Last Name: Bell
 Email: bids@pcgus.com
 Phone: 6177171120

SO Doc Code: CRFQ
 SO Dept: 0511
 SO Doc ID: BMS2400000002
 Published Date: 1/11/24
 Close Date: 1/18/24
 Close Time: 13:30
 Status: Closed
 Solicitation Description: ASSET AND OPTIONAL INCOME VERIFICATION SYSTEM (AIVS)
 Total of Header Attachments: 1
 Total of All Attachments: 1



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder: 1253827
Solicitation Description: ASSET AND OPTIONAL INCOME VERIFICATION SYSTEM (AIVS)
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-01-18 13:30	SR 0511 ESR01182400000003445	1

VENDOR
 000000100824
 PUBLIC CONSULTING GROUP LLC

Solicitation Number: CRFQ 0511 BMS2400000002
Total Bid: 46780155.82999999821186065673 **Response Date:** 2024-01-18 **Response Time:** 12:21:14
Comments:

FOR INFORMATION CONTACT THE BUYER

Crystal G Husted
 (304) 558-2402
 crystal.g.husted@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Contract Services Deliverable #1 (Implementation) 4 Mo				0.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Commodity Line Comments:

Extended Description:

Contract Services Deliverable #1 (Implementation-4 Months) (Section 4.1) - AVS Services Integrated with the current West Virginia eligibility enrollment system by 06/04/2024. (4.1 Implementation of Integration).
Service Period: 02/04/2024-06/03/2024

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Base Year 1 Fixed Operating Cost (8 Months)				1467083.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Commodity Line Comments: Quoted price is based on 233,333 transactions.

Extended Description:

Base Year 1 Fixed Operating Cost (8 Months) (4.1 Operations of AVS Services)
Service Period: 06/04/2024-02/03/2025

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Base Year 2 Fixed Operating Cost				2100000.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Commodity Line Comments: Quoted price is based on 350,000 transactions.

Extended Description:

Base Year 2 Fixed Operating Cost (4.1 Operations of AVS Services)
Service Period: 02/04/2025-02/03/2026

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Base Year 3 Fixed Operating Cost				2152500.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Commodity Line Comments: Quoted price is based on 350,000 transactions.

Extended Description:

Base Year 3 Fixed Operating Cost (4.1 Operations of AVS Services)
Service Period: 02/04/2026-02/03/2027

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Optional Renewal Year 1 Fixed Operating Cost				2205000.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Commodity Line Comments: Quoted price is based on 350,000 transactions.

Extended Description:

Optional Renewal Year 1 Fixed Operating Cost (4.1 Operations of AVS Services)
 Service Period: 02/04/2027-02/03/2028

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Optional Renewal Year 2 Fixed Operating Cost				2257500.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Commodity Line Comments: Quoted price is based on 350,000 transactions.

Extended Description:

Optional Renewal Year 2 Fixed Operating Cost (4.1 Operations of AVS Services)
 Service Period: 02/04/2028-02/03/2029

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Optional Renewal Year 3 Fixed Operating Cost				2310000.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Commodity Line Comments: Quoted price is based on 350,000 transactions.

Extended Description:

Optional Renewal Year 3 Fixed Operating Cost (4.1 Operations of AVS Services)
 Service Period: 02/04/2029-02/03/2030

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Additional Per Trans Cost for 350,001 or more Annual Tr.				5.83

Comm Code	Manufacturer	Specification	Model #
93151507			

Commodity Line Comments:

Extended Description:

Additional Per Transaction Cost for 350,001 or more Annual Transactions (4.1 Operations of AVS Services and 4.2 Optional Services)
 Service Period: 06/04/2024-02/03/2030

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Base Year 1 Enhancement Rate (8 Months)				125.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Commodity Line Comments: \$125 x 1,000 hours x 8 months = \$1,000,000

Extended Description:

Base Year 1 Enhancement Rate (8 Months) (4.1 and 4.2)
 Service Period: 06/04/2024-02/03/2025

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Base Year 2 Enhancement Rate				1000000.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Commodity Line Comments: \$125 x 1,000 hours x 8 months = \$1,000,000

Extended Description:

Base Year 2 Enhancement Rate (4.1 and 4.2)
Service Period: 02/04/2025-02/03/2026

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Base Year 3 Enhancement Rate				125.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Commodity Line Comments: \$125 x 1,000 hours x 8 months = \$1,000,000

Extended Description:

Base Year 3 Enhancement Rate (4.1 and 4.2)
Service Period: 02/04/2026-02/03/2027

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Optional Renewal Year 1 Enhancement Rate				130.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Commodity Line Comments: \$130 x 1,000 hours x 8 months = \$1,040,000

Extended Description:

Optional Renewal Year 1 Enhancement Rate (4.1 and 4.2)
Service Period: 02/04/2027-02/03/2028

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Optional Renewal Year 2 Enhancement Rate				130.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Commodity Line Comments: \$130 x 1,000 hours x 8 months = \$1,040,000

Extended Description:

Optional Renewal Year 2 Enhancement Rate (4.1 and 4.2)
Service Period: 02/04/2028-02/03/2029

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Optional Renewal Year 3 Enhancement Rate				130.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Commodity Line Comments: \$130 x 1,000 hours x 8 months = \$1,040,000

Extended Description:

Optional Renewal Year 3 Enhancement Rate (4.1 and 4.2)
Service Period: 02/04/2029-02/03/2030

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Total Optional Services Fixed Implementation Cost				0.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Commodity Line Comments:

Extended Description:

Total Optional Services Fixed Implementation Cost (4.2) (4 Months)
Service Period: 02/04/2024-06/03/2024

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Optional Services Base Year 1 Fixed Operating Cost (8 Mo)				3463350.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Commodity Line Comments: Includes up to 150,000 transactions

Extended Description:

Optional Services Base Year 1 Fixed Operating Cost (8 Months) (4.2)
Service Period: 06/04/2024-02/03/2025

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Optional Services Base Year 2 Fixed Operating Cost				4511892.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Commodity Line Comments: Includes up to 200,000 transactions

Extended Description:

Optional Services Base Year 2 Fixed Operating Cost (4.2)
Service Period: 02/04/2025-02/03/2026

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Optional Services Base Year 3 Fixed Operating Cost				5143557.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Commodity Line Comments: Includes up to 200,000 transactions

Extended Description:

Optional Services Base Year 3 Fixed Operating Cost (4.2)
Service Period: 02/04/2026-02/03/2027

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Optional Services Optional Ren Year 1 Fixed Operating Cost				5863655.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Commodity Line Comments: Includes up to 200,000 transactions

Extended Description:

Optional Services Optional Renewal Year 1 Fixed Operating Cost (4.2)
 Service Period: 02/04/2027-02/03/2028

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Optional Services Optional Ren Year 2 Fixed Operating Cost				6684567.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Commodity Line Comments: Includes up to 200,000 transactions

Extended Description:

Optional Services Optional Renewal Year 2 Fixed Operating Cost (4.2)
 Service Period: 02/04/2028-02/03/2029

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	Optional Services Optional Ren Year 3 Fixed Operating Cost				7620406.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Commodity Line Comments: Includes up to 200,000 transactions

Extended Description:

Optional Services Optional Renewal Year 3 Fixed Operating Cost (4.2)
 Service Period: 02/04/2029-02/03/2030

State of West Virginia Department of Health and Human Resources

Asset and Optional Income Verification
Services (AIVS)

CRFQ BMS2400000002

January 18, 2024

Crystal Husted
Department of Administration,
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

January 18, 2024

Crystal Husted
West Virginia Department of Health and Human Resources
2019 Washington Street, East
Charleston, WV 25305

Re: ***CRFQ BMS240000002 Asset and Optional Income Verification System***

Dear Ms. Husted,

Public Consulting Group (PCG) is pleased to submit the following proposal to the West Virginia Department of Health and Human Resources (DHHR) in response to your Asset and Optional Income Verification System solicitation. PCG is proud to ***currently serve 27 other states in this capacity*** and we are proud of the ***trust we have earned after more than a decade of providing this service*** to health and human services (HHS) agencies across the country.

PCG understands that DHHR's goal with this procurement is to integrate the service into your eligibility and enrollment system within approximately 60 days of contract award to facilitate a June 4, 2024, go-live. To confidently meet this deadline, West Virginia requires a vendor you can trust, who has proven worthy of your trust, after successfully implementing verification data into state eligibility systems dozens of times.

PCG is that vendor as evidenced by the fact that we successfully integrated 41 different verification data sources in Texas, 20 in Alaska, 14 in Ohio, 13 in Nevada, 12 in Louisiana, 9 in Nebraska, 8 in Virginia, and dozens more on behalf of HHS agencies in Arizona, Colorado, Connecticut, Delaware, District of Columbia, Hawaii, Illinois, Maine, Maryland, Massachusetts, Minnesota, Montana, New Hampshire, New York, Oklahoma, Oregon, Rhode Island, South Dakota, Tennessee, Utah, Washington, and Wisconsin.

PCG's software engineering team has proven time and again that they can be trusted to deliver and to deliver on time on high profile projects. Further, only PCG can offer DHHR an AVS multiplexer which will allow you to integrate just a single interface to access the best data. Accuity, LexisNexis, TransUnion, and Equifax have to offer through a single PCG response call. Absent this, DHHR would be required to integrate multiple interfaces from another vendor – rather than a single interface with PCG – putting your go-live timeline at risk.



Questions or communications regarding this submission may be directed to the following individual:

Peter H. Cheesman
Manager
Public Consulting Group
Phone: (207) 861-1950
Email: pcheesman@pcgus.com

We appreciate the opportunity to present our Asset and Optional Income Verification System to the State of West Virginia and look forward to your review of our proposal.

Sincerely,

A handwritten signature in blue ink that reads "William S. Mosakowski". The signature is fluid and cursive, written in a professional style.

William S. Mosakowski
President and CEO
Public Consulting Group LLC

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1.0 EXECUTIVE SUMMARY

1.0 EXECUTIVE SUMMARY

Simply put, the State of West Virginia has a choice between two firms offering similar asset and income data in support of the Department of Health and Human Resources' (DHHR) Asset and Optional Income Verification System (AIVS). Given the State's June 2024 deadline to integrate AIVS into your eligibility system, it is critical that DHHR selects a vendor they can **trust** and that this **trust** is informed by: (1) a long, proven track record of implementing APIs and ETLs into state eligibility systems; (2) a large, experienced team of software engineers and system analysts; (3) expert Project Management Institute certified Project Management Professionals (PMPs); (4) a deep background in and understanding of public assistance eligibility policy, systems, and operations; and (5) a data hub solution which can easily and cost-effectively evolve, grow, and change as the State's needs and requirements change in the future.

Public Consulting Group (PCG) has spent the past twelve years building this **trust** among health and human services (HHS) agencies by successfully implementing third-party verification data supporting public assistance eligibility determinations in thirty-six (36) states – compared to just three (3) engagements featuring our competitor for this procurement.

TRUST = Long, Proven Track Record of Implementing APIs and ETLs into State Eligibility Systems

PCG has long, proven track record of successfully implementing hundreds of APIs and ETLs – including asset and/or income verification data sources on more than thirty different occasions – on behalf of dozens of HHS agencies over the last decade, as evidenced by the following successful PCG implementations:

- ✓ Forty-one (41) APIs and ETL interfaces connecting Texas Health and Human Services Commission (HHSC) to third-party verification data sources as part of our Data Broker Services and Predictive Analytics projects – including asset and income verification data sources.
- ✓ Twenty (20) different APIs and ETL interfaces connecting the Alaska Department of Health and Social Services to third-party verification data sources as part of our Enhanced Verification Services project – including asset and income verification data sources.
- ✓ Fourteen (14) interfaces were implemented and deployed on behalf of the State of Ohio as part of PCG's Eligibility Verification Services project – including asset and income verification data sources.
- ✓ Thirteen (13) different APIs and ETL interfaces connecting the Nevada Division of Welfare and Supportive Services to third-party verification data sources as part of our Income and Employment Verification and Data Analytics projects – including asset and income verification data sources.
- ✓ Twelve (12) interfaces are being implemented in support of the Louisiana Department of Health as part of our Data Broker Services project – including asset and income verification data sources.
- ✓ Nine (9) different interfaces connecting the Nebraska Department of Health and Human Services agency to third-party verification data as part of our Unwinding Eligibility Verification Services project – including asset and income verification data sources.
- ✓ Eight (8) different interfaces connecting the Virginia Department of Medical Assistance Services to third-party verification data as part of our Eligibility Verification Services project.
- ✓ Three (3) different interfaces connecting Connecticut, Maine, Maryland, and South Dakota HHS agencies to third party verification data as part of our Asset Verification projects.
- ✓ At least two (2) interfaces connecting state HHS agencies to third-party eligibility verification data sources as part of Asset Verification projects in Delaware, Illinois, New Hampshire, New York, New York City, Oregon, and Wisconsin.

- ✓ At least one (1) interface connecting HHS agencies to third-party verification data sources as part of Asset Verification projects in Arizona, Colorado, District of Columbia, Hawaii, Massachusetts, Minnesota, Montana, Nebraska, New Jersey, North Carolina, Oklahoma, Rhode Island, Tennessee, Utah, Vermont, and Washington.

PCG is by far the most experienced, most **trusted** eligibility data vendor in the United States who maintains existing, operational APIs with each of the Accuity, LexisNexis, TransUnion, and Equifax data sources we are proposing to deliver to DHHR on this engagement. As a result, we will only need to repoint these endpoints to a single XML request and response service with DHHR's eligibility system, which we can easily accomplish within sixty (60) days.

TRUST = Large, Experienced Team of Software Engineers and System Analysts

When it comes to tight timelines, the depth and breadth of a vendor's software engineering team is critical to ensuring deadlines are met, software delivery is reliable, and agency expectations are exceeded. PCG maintains more than 100 experienced software engineers and system analysts, more than a dozen of whom oversaw and executed the successful implementation of each of the APIs and ETLs referenced in the previous section – each of whom will lead PCG's implementation efforts on DHHR's behalf.

Vendors with small, limited software engineering teams frequently suffer backlogs, delays, and errors when implementing, regularly resulting in delays, broken promises, and agency frustration.

Another benefit of having a large, experienced software engineering team is that this experience yields predictable results achieved through the realization of best practices. PCG utilizes a scrum-based, Agile approach to development. PCG develops user stories defining the development requirements of chunks of the solution and PCG executes the development through two-week sprint cycles. All user stories are captured within PCG's Team Foundation Server (TFS) and submitted to the Agency for approval. Sprints are comprised of daily scrums, with each developer maintaining clear responsibilities as defined in the user story. At the conclusion of each sprint, PCG tests, validates, and demonstrates the completed code changes and obtains client sign-off based on previously agreed-upon user acceptance criteria. By demonstrating our progress every two weeks, PCG ensures that progress is consistent and demonstrable. Any issues are identified and corrected early, rather than waiting for a surprise go-live at the conclusion of the entire development process.

Finally, PCG's advanced software engineering team previously developed and deployed a multiplexer data service which will allow DHHR to integrate just a single interface to submit requests and receive responses, rather than requiring DHHR to integrate multiple interfaces to access asset, property, and income data. PCG's multiplexer will save DHHR time and IT resource expenditures because the single interface you will be required to implement will allow you to request the asset, property, motor vehicle, and/or income data PCG is proposing through a single request call. Based on the composition of the request, PCG will query one or more data sources and will combine the results from each source into a single response back to your eligibility system.

TRUST = Expert Project Management Institute Certified Project Management Professionals

One reason, among others, for PCG's strong track record and **trusted** reputation with successful data integrations, performed in compliance with all contractual requirements, is our use of project management methodologies derived from industry best practices and the Project Management Institute's (PMI®) *Project*

Management Body of Knowledge® (PMBOK®). Led by PCG's proposed Project Manager on this engagement, David Payne, PMP, Associate Project Manager, Marcus Asberg, PMP, Communications Manager, Kalen Summers, PMP, Delivery Manager, Deepti Johar, PMP, and Software Engineering Manager, Vijay Shah, PMP, PCG will leverage standard project management best practices to ensure the State is expertly supported during all phases of this engagement, and in compliance with all contractual requirements.

Other respondents to this RFQ likely include project teams primarily comprised of salespeople with limited-to-no actual experience working in the trenches with HHS agencies to optimize operations, enhance revenues, and avoid unnecessary costs. This lack of PMP certification and HHS experience will still allow for flashy proposals, but day-in and day-out, the State of West Virginia requires professional project management and technology teams who are well-versed in HHS policy, administration, and operations. These teams will maintain a meticulous attention to detail and level of organization grounded in best practices, lessons learned, and a commitment to the agency that you can **trust** and which lasts beyond the initial sale.

TRUST = Deep Background in and Understanding of Public Assistance Eligibility Policy, Systems, and Operations

Perhaps no other vendor in the United States has more programmatic, policy, administrative, technical, and operational experience with public assistance programs than PCG. PCG has successfully executed literally tens of thousands of projects on behalf of state public assistance agencies and our deep understanding of the policy, operational, and technical challenges faced by public assistance agencies is unmatched.

PCG's decades of experience working hand-in-hand with public assistance agencies to solve problems, improve operations, comply with state and federal policy, ensure program integrity and implement new technology is a key differentiator between PCG and another vendor simply tossing raw data over the fence to the highest bidder.

PCG is not simply another vendor, rather we offer a full-service public assistance eligibility consulting practice. Since 1986, PCG has become a recognized national leader in Medicaid, SNAP, TANF, Childcare, and other benefit program eligibility. Our eligibility consulting portfolio is extensive, ranging from policy development and implementation to business process redesign, from case processing to client contact centers, from project management offices to independent verification and validation services, and from API and ETL implementations to predictive analytics definition and development.

Our eligibility consulting practice is relevant because it directly informs the strategy, tactics, and approaches we adopted in building an eligibility verification data offering for State government. PCG was among the first firms to respond to Congress and the President using the Affordable Care Act legislation as a vehicle to bring attention to the processes used to determine and establish both member and provider eligibility for public assistance programs. We have worked on eligibility policies and procedures, we have worked in local welfare offices, and we have worked with large technology firms administering eligibility systems. We knew the strengths and the weakness of "the system" and we are ready to deploy what has now become the most compelling eligibility verification suite of data services in the marketplace.

As evidenced above, by contracting with PCG, West Virginia will gain access our deep bench of HHS eligibility subject matter experts and consultants that comprise our traditional consulting practice. PCG's

HHS Practice Areas employ a combined 600+ staff who possess expertise relevant to all aspects of health and social services, including eligibility and technology. PCG can and will access this pool of resources as needed to support this project.

TRUST = A Data Hub Solution Which Can Easily and Cost-Effectively Evolve, Grow, and Change as the State's Needs and Requirements Change in the Future

The reason states engage PCG to manage their eligibility data is the fact that PCG maintains active APIs with every major data provider, as well as dozens of state and federal sources, which allows us to provide HHS agencies with the best data competing commercial data vendors offer via a single interface with PCG.

The backbone of PCG's solution is our fully configurable, cloud-based HHS Eligibility Data Hub. Developed and deployed on behalf of HHS agencies in Ohio, Texas, Virginia, Texas, Alaska, Florida, Louisiana, Nebraska, and Nevada, PCG's Hub centralizes agency access to hundreds of data sources, any of which can be added or removed to the multiplexer the State connects to within days, rather than months.

Trust can only be earned through experience, and PCG maintains more experience providing HHS eligibility data services than all of our competitors combined, including successfully priming and implementing Asset Verification Systems on behalf of twenty-seven (27) different HHS agencies.



2.0 SCOPE OF WORK

2.0 SCOPE OF WORK

The quality and completeness of the asset, property, and income data purchased through this procurement will impact the accuracy and efficiency of public assistance eligibility decisions in West Virginia for years to come. Incomplete, aged, and/or inaccurate data will unnecessarily cost the taxpayers of West Virginia millions of dollars each year because it will slow down eligibility determinations, limit renewal automation, and allow ineligible clients to enroll in assistance programs.

For this reason, PCG has teamed with the country’s foremost asset, property, income, and motor vehicle (free extra data source) data providers – Accuity, LexisNexis, Equifax, and TransUnion – to offer DHHR the country’s only legitimate AIVS which includes financial institutions and employers both large and small across both urban and rural areas while also aggregating mortgage, deed, and assessment records from more than 95 percent of the properties in the United States and motor vehicle records from more than 90 percent of the United States.



Figure 1.0: PCG is proposing to provide DHHR with the “most”.

PCG is not only proposing to provide the State with access to the best data these competing vendors offer through a single interface with PCG, but we are also proposing to offer you the following value adding AVS solutions at no additional cost:

- ▶ **Searched FI List** – PCG now offers DHHR a nightly batch file that identifies all FIs which were queried by Accuity within 24-48 hours of the initial request. This will allow your eligibility workers to submit additional, direct requests to any specific FIs who were not included in either the local or national search – rather than requiring them to wait 10-15 days to determine which banks were searched.
- ▶ **Additional, Value-Adding Data** – PCG is also proposing to enhance your AVS with the inclusion of property, aircraft, and watercraft data from LexisNexis, motor vehicle data from TransUnion, and motor vehicle valuation data from J.D. Power & Associates; each of which will further support the State’s ability to make accurate resource-based eligibility decisions.

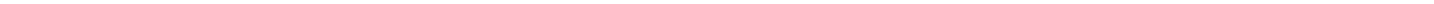
- ▶ **More Comprehensive Asset Searches** – As a no-cost enhancement, PCG is also expanding our national bank search to include up to 32 financial institutions (FIs), more than doubling the number that was previously available (national search previously included 13 FIs). These newly added FIs are regionally significant and will typically respond to asset verification requests within 24 hours. Additionally, because these FIs have been added to the national account search, if no accounts are found, they will not be included in the local financial institution search portion of the detection process, thus allowing the local geographic search to focus on FIs with a higher probability of holding account information for the benefits applicant.
- ▶ **AVS Analytics** – PCG's AVS also includes optional, automated analytics which instantly flag potentially disqualifying criteria based on client-specific asset limits and exclusions, including: (1) countable assets exceeding program limits; (2) significant decreases in client accounts in the 12 months prior to application; (3) properties sold for less than fair market value; (4) anomalous vehicle ownership; and (5) configurable risk scoring.
- ▶ **AIVS Multiplexer** – PCG's AIVS Multiplexer service *will allow DHHR to integrate a single interface into your eligibility system* to generate requests and receive responses from each data source within a single response call. Absent this functionality, DHHR would be required to integrate each data source into your eligibility system separately, at least tripling your IT resource requirements.

Each of these value adding features were developed in concert with other state health and human services (HHS) agencies to support a more efficient, more comprehensive asset verification service.

On the following pages, PCG has first reiterated each requirement found in the scope of work section of DHHR's Asset and Optional Income Verification System RFQ. We have then articulated how our proposed solution meets and exceeds each requirement.



2.1 Qualifications



2.1 Qualifications

3.1 The Vendor must have a minimum of three (3) years' experience with performing Asset Verification for state or federal Health and Human Services (HHS) programs.

For more than a decade, PCG has successfully integrated and operated state public assistance eligibility data interfaces and solutions on behalf of more states than all of our competitors combined, as detailed in the following map.

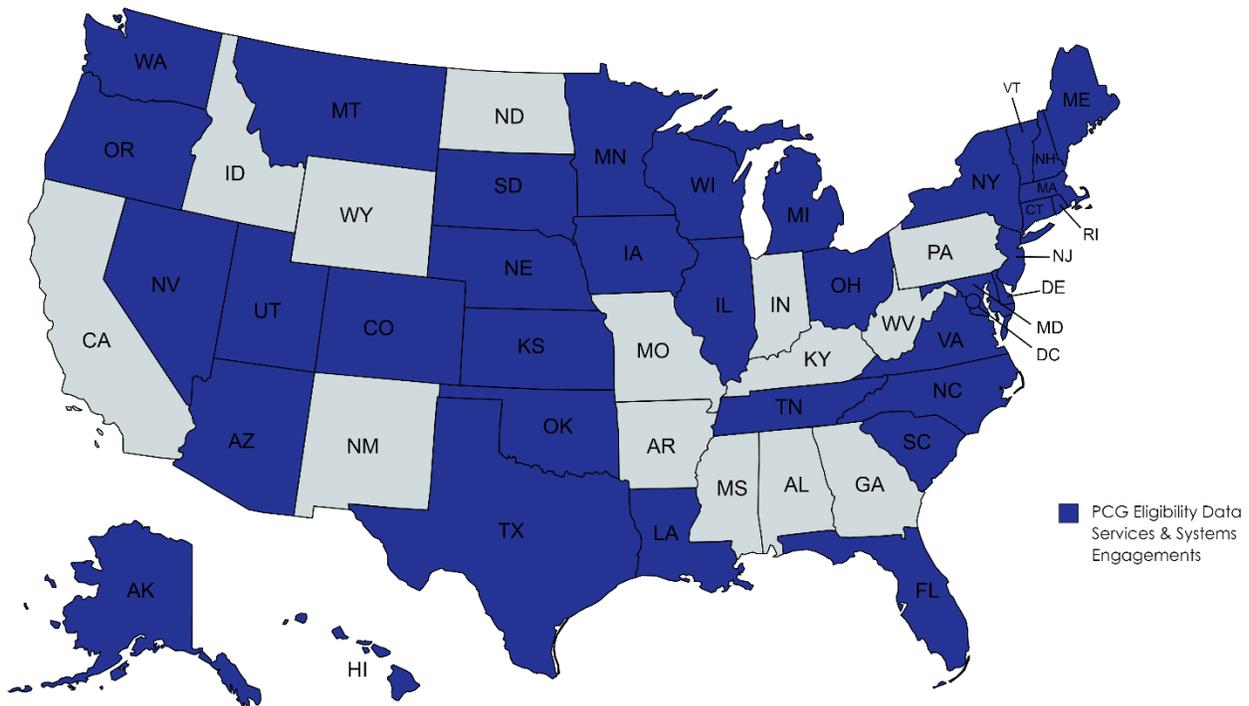


Figure 2.0: PCG is country's premier HHS eligibility data partner. 36 state HHS agencies (and counting) have engaged PCG to provide public assistance eligibility data services and systems.



PCG has worked with Texas' Health and Human Services Commission (HHSC) as its "Data Broker Services" vendor since 2016. In this capacity, PCG manages the State's interfaces with third-party data used to verify public assistance eligibility. PCG successfully integrated and operates 41 different APIs and ETLs connecting the agency with dozens of federal, state, and commercial data sources used to verify eligibility across Medicaid, SNAP, TANF, and a dozen other public assistance programs through a single primary interface with PCG. As the state's "data broker," PCG leverages our HHS Eligibility Data Hub to connect HHSC to multiple federal data sources, including the Federal Data Services Hub, Department of Homeland Security Systematic Alien Verification for Entitlement (SAVE), Food and Nutrition Services Electronic Disqualified Recipient System (eDRS), Office of Child Support Enforcement National Director of New Hires (NDNH), and more – as well as dozens of state and commercial interfaces, including the Texas Workforce Commission, Texas Electronic Benefits Transfer (EBT), Texas Department of Criminal Justice, Texas Department of Public

Safety, Texas Department of Motor Vehicles, Texas Department of State Health Services, Texas Office of Attorney General, LexisNexis, TransUnion, Experian, First American, Accuity, J.D. Power & Associates, and more. PCG processes more than **500,000 daily transactions** in an average of less than one second each.

PCG processes more than 180 million annual transactions accessing different combinations of commercial, state and federal data sources through PCG's Data Broker Service, each of which results in the near-instantaneous creation of a single on-screen HTML report featuring consolidated, organized results from all verification sources within the agency's integrated eligibility system. PCG also uses our data platform to automate, operate, and enhance the state's Medicaid Renewal/ex parte processes each month.

Subsequently, PCG developed a "Predictive Analytics" system for the State of Texas that automates the process of instantly evaluating all of this raw verification data against client-specific eligibility policy and known fraud profiles to identify fraud, predict eligibility, flag ineligibility and quantify the level of fraud and ineligibility risk associated with each area of the application.

Finally, PCG supplemented our eligibility data services with the development of a stand-alone case and workflow management system to support certain user groups on an ad hoc basis, including allowing users to manually generate predictive analytics reports, query user-selected combinations of data sources, generate either pre-built or ad hoc reports, manage users, initiate communications, run ad hoc asset verification (AVS) and alien (SAVE) checks, and perform searches on people, vehicles, income, marriage and divorce, SNAP disqualifications, out-of-state shopping, and criminal histories.



The State of Alaska Department of Health and Social Services (DHSS) hired PCG in 2020 to design and develop their "Enhanced Verification System". In this capacity, PCG leveraged our experience developing Texas' Predictive Analytics System to design and deploy our fully configurable, SaaS-based "Instant Eligibility Verification System & API Gateway" (IEVS), which uses dozens of state, federal, and commercial third-party data sources, combined with eligibility policy-based and fraud detection analytics, to prevent the enrollment of ineligible and/or fraudulent clients into their public assistance programs.

DHSS uses PCG's IEVS instantly verify whether clients meet the eligibility criteria for any one of 28 Alaska public assistance programs at the same time and to identify and flag any potential ineligibility and/or fraud. Because this solution is fully configurable to reflect state and member-specific eligibility policy while providing all of the verification data needed to support automated renewals through a single PCG interface, the State of Alaska also uses this system to facilitate and execute its ex parte renewal processes each month.

Alaska configured their service leveraging PCG's HHS Eligibility Data Hub to connect to federal sources like the Federal Data Services Hub, DHS SAVE, OCSE NDNH, FNS eDRS, and PARIS, state sources like the state's Housing, Quarterly Wages, Vital Statistics, Permanent Fund, and DMV data sources, and commercial sources including Appriss Incarceration, TransUnion Household Composition, TransUnion Person Search, TransUnion Premium Employment, LexisNexis Identity Verification, Accuity Asset Verification, and more.



Nevada's Division of Welfare and Supportive Services (DWSS) awarded PCG a large member eligibility data services scope of work which includes our IEVS, and combines it with dozens of data sources, to verify the eligibility of public assistance applicants and recipients. In our role as the State's (1) Income and Employment Verification vendor, (2) Incarceration Verification vendor, (3) Asset Verification Services vendor, (4) Data Analytics vendor, and (5) Identity Authentication vendor, PCG established and/or is in the process of establishing interfaces between the state and dozens of state, federal, and commercial third-party data sources, either directly or via pass-through APIs, including: the Federal Data Services Hub, TransUnion Household Composition, TransUnion Premium Employment, TransUnion Property, TransUnion Income and Employment, Experian Income Insight, Experian Fraud Shield, Appriss Incarceration Monitoring, Accuity AVS, J.D. Power & Associates, U.S. Office of Child Support Enforcement, U.S. Administration for Children and Families, U.S. Food and Nutrition Services, U.S. Citizenship and Immigration Services, Nevada's Division of Public and Behavioral Health, Nevada's Department of Employment, Training and Rehabilitation, Nevada's Employment Security Division, Nevada's Department of Motor Vehicles, and more.

PCG's IEVS uses this data predict eligibility based on state and client-specific eligibility policy, flag ineligibility, identify fraud, and quantify the level of risk associated with each area of each application for Medicaid, SNAP, TANF, and other public assistance program applicants.



Ohio's Department of Medicaid (ODM) also hired PCG to use our HHS Eligibility Data Hub to help the State "unwind" following the Public Health Emergency (PHE). In this capacity, PCG provides a "come behind" ex parte renewal process which uses more current and comprehensive data and analytics to automatically recheck the eligibility of any members flagged during the state's traditional ex parte process. As a result of adopting this unique secondary ex parte process, ODM has been able to auto-renew more than 600,000 redeterminations out of more than 1 million flagged as potentially ineligible via their traditional ex parte process during the first six months of the unwinding period, saving the time it would have taken more than 600 FTEs to process the manual renewal packets which would have otherwise been required.

ODM eligibility technicians also leverage PCG's IEVS to perform more accurate eligibility redeterminations, informed by more current and comprehensive data from more sources, resulting in dramatic improvements in "one touch" redeterminations, ineligibility detection, and potential fraud.



Florida's Department of Children and Families (DCF) hired PCG to serve as their Fraud Triage vendor. In this capacity, PCG will leverage our IEVS to identify and flag ineligibility and fraud associated with both identity and eligibility. PCG's IEVS will centralize, consolidate, and return results that are simple, easy-to-interpret, and wholly actionable while still allowing for "deep dive" investigations within our investigative platform. Each result will include: (1) overall fraud and ineligibility recommendation; (2) fraud and ineligibility recommendation by each area of the application (i.e., Identity; Citizenship & Alien Status; Age; Death; Household Composition; In-state Residency; Out-of-State Benefits Eligibility; Income & Employment; Incarceration & Criminal History; Financial Assets; and Property Assets); (3) all failed data matches and analytics supporting any negative fraud and/or ineligibility recommendation; (4) all raw data collected from third-party verification sources; and (5) fraud and ineligibility recommendations across every public assistance program.

During “phase one” of this engagement, PCG collaborated with DCF to reconfigure our IEVS to manage fraud investigation cases and nearly two dozen workflows designed to facilitate, automate, and track fraud cases from referral through prosecution, including all of the required steps in between.



In New York, PCG successfully leveraged our HHS Eligibility Data Hub to connect the agency to the financial asset and real and personal property data used to support the resource-based eligibility determinations of Medicaid Long-Term Care (LTC) applicants and clients on behalf of the Department of Health. PCG designed and deployed a customized user interface, case management, and eligibility rules engine to identify resources exceeding program limits, flag potentially disqualifying asset transfers, and alert workers to suspicious or actionable “case clues” potentially affecting resource-based eligibility. PCG worked with both Upstate and New York City to implement our solution within our stand-alone interface, and later directly integrated our service into their current and legacy eligibility systems, while training thousands of eligibility workers across the State.



In Virginia, the Department of Medical Assistance Services (DMAS) engaged PCG to leverage our HHS Eligibility Data Hub and IEVS to automate the process of evaluating the eligibility of their entire Medicaid population in the weeks leading up to the unwinding period. PCG configured our IEVS to reflect the eligibility policy associated with each program code and household size variation to allow the agency to determine not only whether each member was eligible for the program they were currently enrolled in, but to also identify any other Medicaid programs each member might be eligible for.



PCG assisted the Nebraska Department of Health and Human Services in rapidly responding to CMS’s August 30th guidance regarding renewal packets being sent to eligible members in households in which additional documentation was required to verify eligibility for other household members and the subsequent procedural disenrollment of those otherwise eligible members who failed to return these packets.

In less than 30 days, PCG leveraged our HHS Eligibility Data Hub and IEVS to reevaluate the eligibility of each of these effected members for every Nebraska Medicaid program type at the same time based on state and member-specific eligibility policy.

In addition to the eligibility data services qualifications identified above, PCG is also connecting dozens of additional HHS agencies with third-party data and automated eligibility verification analytics, as evidenced by the following, related qualifications:

Project	Agency	Scope
<i>Enhanced Verification System / Asset Verification System</i>	Alaska Department of Health and Social Services (2020 – Present)	PCG successfully leveraged our IEVS and HHS Eligibility Data Hub to implement a subscription service, supplemented with regularly scheduled bulk data matches, to verify applicants and recipients of assistance meet the eligibility criteria for Alaska public assistance programs quickly and accurately. This scope of work includes integrating multiple data sources into PCG’s automated eligibility verification workflow to allow for the

Project	Agency	Scope
		instant verification of income, employment, assets and more.
<i>Asset Verification Services</i>	Arizona Health Care Cost Containment System (2018 – Present)	<p>PCG integrated financial asset data into our stand-alone AVS Web interface to allow Agency workers to verify the resource-based eligibility of public assistance clients. PCG configured our rules engine to reflect State-specific policy and to flag potentially disqualifying applicant criteria.</p> <p>PCG also worked with the Agency to develop and implement the transmission of nightly and monthly batch request files.</p>
<i>Asset Verification Services</i>	Colorado Department of Health Care Policy & Financing (2017 – Present)	PCG integrated our asset verification data source into the State’s eligibility system in concert with State and Deloitte technical team members.
<i>Asset and Property Verification Services</i>	Connecticut Department of Social Services (2019 – Present)	<p>PCG integrated financial asset data into our stand-alone AVS Web interface to allow Agency workers to verify the resource-based eligibility of public assistance clients.</p> <p>PCG also worked with the Agency to develop and implement the transmission of nightly and monthly batch request files.</p> <p>PCG is also currently working with the agency to integrate our AVS directly into their Deloitte-operated integrated eligibility system.</p>
<i>Asset and Property Verification Services</i>	Delaware Division of Medicaid and Medical Assistance (2017 – Present)	PCG integrated both asset and property data sources into our stand-alone AVS Web interface to allow Agency workers to verify the resource-based eligibility of public assistance clients.
<i>Asset Verification Services</i>	District of Columbia DHS (2016 – Present)	PCG integrated financial asset data into our stand-alone AVS Web interface to allow Agency workers to verify the resource-based eligibility of public assistance clients.
<i>Asset Verification Services</i>	Hawaii Department of Human Services (2020 – Present)	<p>PCG integrated financial asset data into our stand-alone AVS Web interface to allow Agency workers to verify the resource-based eligibility of public assistance clients.</p> <p>PCG is also currently working with the agency to integrate our AVS directly into their integrated eligibility system.</p>

Project	Agency	Scope
<i>Asset and Property Verification Services</i>	Illinois Department of Healthcare and Family Services (2018 – Present)	PCG integrated both asset and property data sources into our stand-alone AVS Web interface to allow Agency workers to verify the resource-based eligibility of public assistance clients.
<i>Asset Verification Services</i>	Iowa Department of Social Services (2018 – Present, as a subcontractor to Accuity)	PCG served as a consulting subject matter expert supporting the State’s implementation of their AVS.
<i>QA and MEQC Tool Development</i>	Kansas Department of Health and Environment (2021 – Present)	PCG developed and deployed an “Eligibility Auditor & System Accuracy Assurance Engine” on the State’s behalf. This automated quality assurance and auditing tool will allow the agency to verify the accuracy of the State’s prior public assistance eligibility decisions by validating: (1) the caseworker’s application of eligibility policy; (2) use of electronic data sources; (3) application processing procedures; and (4) system inputs and calculations.
<i>Data Broker Services</i>	Louisiana Department of Health (2023 – Present)	PCG is integrating dozens of data sources from competing commercial vendors via single interface connecting PCG’s data hub to the agency’s integrated eligibility system. The agency will leverage PCG’s configurable multiplexer service to access agency-directed combinations of third-party data in support of more accurate and efficient public assistance eligibility decisions.
<i>Asset and Property Verification Services</i>	Maine Department of HHS (2017 – Present)	PCG integrated both asset and property data sources into our stand-alone AVS Web interface to allow Agency workers to verify the resource-based eligibility of public assistance clients.
<i>Asset and Property Verification Services</i>	Maryland DHS (2017 – Present)	<p>PCG integrated both asset and property data sources into our stand-alone AVS Web interface to allow Agency workers to verify the resource-based eligibility of public assistance clients. Subsequently, PCG later integrated both of these data sources directly into the State’s eligibility system.</p> <p>PCG also worked with the Agency to develop and implement the transmission of nightly and monthly batch request files.</p>

Project	Agency	Scope
<i>Asset Verification Services</i>	Massachusetts Executive Office of HHS (2016 – Present)	<p>PCG integrated financial asset data into our stand-alone AVS Web interface to allow Agency workers to verify the resource-based eligibility of public assistance clients.</p> <p>PCG also worked with the Agency to develop and implement the transmission of nightly and monthly batch request files.</p>
<i>LTC Eligibility Project</i>	Massachusetts Executive Office of HHS (2017)	PCG used third-party data to perform a one-time eligibility redetermination of more than 60,000 Medicaid LTC clients.
<i>Medicaid Eligibility Quality Control Review Services</i>	Michigan Department of HHS (2019 – Present)	PCG was hired as the country’s first CMS-approved Medicaid Eligibility Quality Control (MEQC) Pilot vendor. In this capacity, PCG defined and deployed a MEQC pilot review tool to verify the accuracy of the State’s prior public assistance eligibility decisions by validating: (1) the caseworker’s application of eligibility policy; (2) use of electronic data sources; (3) application processing procedures; and (4) system inputs and calculations.
<i>Asset Verification Services</i>	Minnesota DHS (2018 – Present)	<p>PCG integrated financial asset data into our stand-alone AVS Web interface to allow Agency workers to verify the resource-based eligibility of public assistance clients. PCG configured our rules engine to reflect state-specific policy and to flag potentially disqualifying applicant criteria.</p> <p>PCG also worked with the Agency to develop and implement the transmission of nightly and monthly batch request files.</p>
<i>Asset Verification Services</i>	Montana Department of Public HHS (2019 – Present)	PCG integrated our asset verification data source into the State’s eligibility system in concert with State and Deloitte technical team members.
<i>Asset Verification Services</i>	Nebraska Department of HHS (2018 – Present)	<p>PCG integrated financial asset data into our stand-alone AVS Web interface to allow Agency workers to verify the resource-based eligibility of public assistance clients. PCG configured our rules engine to reflect state-specific policy and to flag potentially disqualifying applicant criteria.</p> <p>PCG also worked with the Agency to develop and implement the transmission of nightly and monthly batch request files.</p>

Project	Agency	Scope
<i>Unwinding Eligibility Verification Services</i>	Nebraska Department of HHS (2023)	<p>PCG assisted the Nebraska Department of Health and Human Services in rapidly responding to CMS’s August 30th guidance regarding renewal packets being sent to eligible members in households in which additional documentation was required to verify eligibility for other household members and the subsequent procedural disenrollment of those otherwise eligible members who failed to return these packets.</p> <p>In less than 30 days, PCG leveraged our HHS Eligibility Data Hub and IEVS to reevaluate the eligibility of each of these effected members for every Nebraska Medicaid program type at the same time based on state and member-specific eligibility policy.</p>
<i>Employment and Income Verification, Data Analytics</i>	Nevada Department of HHS (2020 – Present)	<p>The State recently awarded PCG a large scope of work which includes the eligibility verification service being proposed here. Under this contract, PCG will configure and deploy our IEVS to improve the accuracy and efficiency of eligibility decisions. PCG’s solution includes dozens of APIs with third-party data sources combined with State policy-specific data matches.</p>
<i>Asset Verification Services</i>	New Hampshire Department of HHS (2017 – Present)	<p>PCG served as a consulting subject matter expert supporting the State’s implementation of their AVS.</p>
<i>Asset Verification Services</i>	New Jersey DHS (2016 – 2022)	<p>PCG integrated our asset verification data source into the State’s eligibility system in concert with State technical team members and Accuity.</p>
<i>Asset Verification and Real Property Resource Verification System</i>	New York City Human Resources Administration (2014 – Present)	<p>PCG successfully integrated financial asset and property data used to support the resource-based eligibility determinations of Medicaid LTC applicants and clients. PCG designed and deployed a customized user interface and eligibility rules engine to identify resources exceeding program limits, flag potentially disqualifying asset transfers, and alert workers to suspicious or actionable “case clues” potentially affecting resource-based eligibility.</p> <p>PCG also worked with the Agency to develop and implement the transmission of nightly and monthly batch request files.</p>

Project	Agency	Scope
		<p>PCG is also currently working with HRA to integrate our AVS directly into your Eligibility Data Image and Transfer System (EDITS) eligibility system.</p>
<p><i>Asset Verification and Real Property Resource Verification System</i></p>	<p>New York State Department of Health (2014 – Present)</p>	<p>PCG successfully integrated financial asset and property data used to support the resource-based eligibility determinations of Medicaid Long-Term Care (LTC) applicants and clients. PCG designed and deployed a customized user interface and eligibility rules engine to identify resources exceeding program limits, flag potentially disqualifying asset transfers, and alert workers to suspicious or actionable “case clues” potentially affecting resource-based eligibility. PCG worked with both Upstate and New York City to implement our solution and train thousands of eligibility workers across the State.</p> <p>PCG also worked with the Agency to develop and implement the transmission of nightly and monthly batch request files.</p>
<p><i>Asset Verification Services</i></p>	<p>North Carolina Division of Medical Assistance (2013 – Present, as a subcontractor)</p>	<p>PCG served as a consulting subject matter expert and Project Manager supporting the State’s implementation and operation of their AVS.</p>
<p><i>Eligibility Verification Services</i></p>	<p>Ohio Department of Medicaid (2021 – Present)</p>	<p>PCG is connecting the agency to dozens of third-party data sources which we are using to verify the eligibility of their Medicaid members who “fell out” of their traditional ex parte renewal process, allowing the agency to automate the renewals of hundreds of thousands of members who would’ve otherwise received a renewal packet.</p>
<p><i>Asset Verification System</i></p>	<p>Oklahoma Health Care Authority (2014 – Present)</p>	<p>PCG integrated financial asset data into our stand-alone AVS Web interface to allow Agency workers to verify the resource-based eligibility of public assistance clients. PCG configured our rules engine to reflect state-specific policy and to flag potentially disqualifying applicant criteria.</p> <p>PCG also worked with the Agency to develop and implement the transmission of nightly and monthly batch request files.</p>

Project	Agency	Scope
<i>Asset and Property Verification Services</i>	Oregon DHS (2018 – Present)	<p>PCG integrated both asset and property data sources into our stand-alone AVS Web interface to allow Agency workers to verify the resource-based eligibility of public assistance clients.</p> <p>PCG also worked with the Agency to develop and implement the transmission of nightly and monthly batch request files.</p>
<i>Asset Verification Services</i>	Rhode Island Executive Office of HHS (2018 – Present)	<p>PCG integrated financial asset data into our stand-alone AVS Web interface to allow Agency workers to verify the resource-based eligibility of public assistance clients. PCG configured our rules engine to reflect state-specific policy and to flag potentially disqualifying applicant criteria.</p> <p>PCG also worked with the Agency to develop and implement the transmission of nightly and monthly batch request files.</p>
<i>Data Broker Services</i>	South Carolina Department of Health and Human Services (2023)	<p>PCG was selected to implement dozens of data sources from competing commercial vendors via single interface connecting PCG’s HHS Eligibility Data Hub to the agency’s eligibility system.</p>
<i>Asset and Property Verification Services</i>	South Dakota Department of Social Services (2016 – Present)	<p>PCG integrated both asset and property data sources into our stand-alone AVS Web interface to allow Agency workers to verify the resource-based eligibility of public assistance clients.</p> <p>PCG also worked with the Agency to develop and implement the transmission of nightly and monthly batch request files.</p>
<i>Asset Verification Services</i>	Tennessee Division of TennCare (2018 – Present)	<p>PCG integrated our asset verification data source into the State’s eligibility system via API in concert with State and Deloitte technical team members.</p>
<i>Data Broker Services</i>	Texas HHSC (2016 – Present)	<p>PCG established and operates interfaces connecting the State’s eligibility workers with dozens of third-party data sources used to verify eligibility for public assistance through a single PCG interface.</p> <p>PCG also developed and implemented a predictive analytics solution which used third-party data, program</p>

Project	Agency	Scope
		<p>eligibility policy and client attestations to predict eligibility, flag fraud, and quantify the risk of ineligibility.</p> <p>Finally, PCG supplemented our eligibility verification data services with the development of a stand-alone case and workflow management system to support certain user groups on an ad hoc basis, including allowing users to manually generate predictive analytics reports, query user-selected combinations of data sources, generate either pre-built or ad hoc reports, manage users, initiate communications, run ad hoc asset verification (AVS) and alien (SAVE) checks, and perform searches on people, vehicles, income, marriage and divorce, SNAP disqualifications, out-of-state shopping, and criminal histories.</p>
<i>Asset Verification Services</i>	Utah Department of Workforce Services (2017 – Present)	PCG integrated our asset verification data source into the State’s eligibility system in concert with State and Deloitte technical team members.
<i>Asset Verification Services</i>	Vermont Department of Health Access (2017 – Present)	PCG integrated financial asset data into our stand-alone AVS Web interface to allow Agency workers to verify the resource-based eligibility of public assistance clients. PCG configured our rules engine to reflect state-specific policy and to flag potentially disqualifying applicant criteria.
<i>Eligibility Verification Services</i>	Virginia Department of Medical Assistance Services (2023)	The Department of Medical Assistance Services (DMAS) engaged PCG to leverage our HHS Eligibility Data Hub and IEVS to automate the process of evaluating the eligibility of their entire Medicaid population in the weeks leading up to the unwinding period. PCG configured our IEVS to reflect the eligibility policy associated with each program code and household size variation to allow the agency to determine not only whether each member was eligible for the program they were currently enrolled in, but to also identify any other Medicaid programs each member might be eligible for.
<i>Asset Verification Services</i>	Washington Health Care Authority (2017 – Present)	PCG integrated financial asset data into our stand-alone AVS Web interface to allow Agency workers to verify the resource-based eligibility of public assistance clients. PCG configured our rules engine to reflect state-specific policy and to flag potentially disqualifying applicant criteria.

Project	Agency	Scope
Asset Verification Services	Wisconsin DHS (2018 – Present)	PCG integrated our asset verification data source into the State’s eligibility system in concert with State and Deloitte technical team members.
Automated Residency Verification System	Wisconsin Department of Health Services (2014 – Present)	PCG designed and developed a monthly post-enrollment batch file exchange allowing us to match public assistance client data to third-party data to identify clients not living inside of the State.

Figure 3.0: PCG has more asset and eligibility verification services experience than all of our competitors combined.

The proof is clear, and the evidence is simple: **PCG is the national leader in the provision of large-scale asset and eligibility data services.** The projects highlighted above and in the previous section support PCG’s qualifications to provide responsible, competent, and cutting-edge services on behalf of the taxpayers of the State of West Virginia.

Highlighting PCG’s Personnel Qualifications

As important as PCG’s project qualifications are the qualifications of PCG’s proposed project personnel. A critical difference between PCG and any other vendor is the fact that PCG’s project management team is comprised of business and technical personnel with **Project Management Professional (PMP) certifications with decades of experience focused specifically on state health and human services** systems, programs, policy, operations, and administration. This will allow PCG to serve as a true partner to DHHR and your stakeholder agencies for the duration of this engagement.

From Day One, PCG intends to deploy a fully prepared, deeply knowledgeable, and highly enthusiastic group of professionals who have a demonstrated track record of working well together in implementing and operating eligibility verification services and systems across the country. The staffing plan for this project is distinctive for the multiple and well-developed skill sets that can be applied to West Virginia’s scope of work by members of the PCG Team. Given this group’s combined experience providing comparable services in 36 states in the past nine (9) years, we are confident that PCG provides the most experienced and qualified eligibility verification data services project team in the United States.

In the following section, PCG has highlighted the relevant experience of our key project personnel:

Project	Agency	Thomas Aldridge, MHA – Executive Sponsor	Peter Cheesman, MBA – Account Director	David Payne, PMP – Project Manager	Marcus Asberg, MBA, PMP – Assoc. Project Manager	Kalen Summers, MA, PMP – Communications	Naresh Kommineni – Technical Director	Adam Knowlton – Software Engineering Director	Shah, PMP – Software Engineering Manager	Deepti Johar, PMP – Delivery Manager	Brenda Baldwin, MSA – Operations Manager	Joshna Bachuwar, PMP – Engineering Lead
<i>Enhanced Verification System / Asset Verification System</i>	Alaska DHSS (2020 – Present)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
<i>Asset Verification Services</i>	Arizona HCCCS (2018 – Present)	✓	✓		✓	✓	✓	✓		✓	✓	✓
<i>Asset Verification Services</i>	Colorado DHCPF (2017 – Present)	✓			✓	✓	✓	✓		✓	✓	✓
<i>Asset and Property Verification Services</i>	Connecticut DSS (2019 – Present)	✓	✓		✓	✓	✓	✓		✓	✓	✓
<i>Asset and Property Verification Services</i>	Delaware DMMA (2017 – Present)	✓	✓		✓	✓	✓	✓		✓	✓	✓
<i>Asset Verification Services</i>	District of Columbia DHS (2016 – Present)	✓	✓		✓	✓	✓	✓		✓	✓	✓
<i>Asset Verification Services</i>	Hawaii DHS (2020 – Present)	✓	✓		✓	✓	✓	✓		✓	✓	✓
<i>Asset and Property Verification Services</i>	Illinois DHFS (2018 – Present)	✓	✓		✓	✓	✓	✓		✓	✓	✓
<i>QA and MEQC Tool Development</i>	Kansas DHE (2021 – Present)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
<i>Data Broker Services</i>	Louisiana Department of Health (2023 – Present)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	

<i>Asset and Property Verification Services</i>	Maine DHHS (2017 – Present)	✓	✓		✓	✓	✓	✓		✓	✓	✓
<i>Asset and Property Verification Services</i>	Maryland DHS (2017 – Present)	✓	✓		✓	✓	✓	✓		✓	✓	✓
<i>Asset Verification Services</i>	Massachusetts EOHHS (2016 – Present)	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓
<i>Medicaid Eligibility Quality Control Review Services</i>	Michigan DHHS (2019 – Present)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<i>Asset Verification Services</i>	Minnesota DHS (2018 – Present)	✓	✓		✓	✓	✓	✓		✓	✓	✓
<i>Asset Verification Services</i>	Montana DPHHS (2019 – Present)	✓	✓		✓	✓	✓	✓		✓	✓	✓
<i>Asset Verification Services</i>	Nebraska DHHS (2018 – Present)	✓	✓		✓	✓	✓	✓		✓	✓	✓
<i>Unwinding Eligibility Verification Services</i>	Nebraska DHHS (2023)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
<i>Employment and Income Verification, Data Analytics</i>	Nevada DHHS (2020 – Present)	✓	✓	✓	✓	✓	✓	✓		✓	✓	
<i>Asset Verification Services</i>	New Jersey DHS (2016 – 2022)	✓	✓		✓	✓	✓	✓		✓	✓	✓
<i>Asset Verification and Real Property Resource Verification System</i>	New York City HRA (2014 – Present)	✓	✓		✓	✓	✓	✓		✓	✓	✓
<i>Asset Verification and Real Property Resource Verification System</i>	New York DOH (2014 – Present)	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓

<i>Asset Verification Services</i>	North Carolina DMMA (2013 – Present, as a subcontractor)	✓	✓		✓	✓	✓	✓		✓	✓	✓
<i>Eligibility Verification Services</i>	Ohio DOM (2021 – Present)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
<i>Asset Verification System</i>	Oklahoma HCA (2014 – Present)	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓
<i>Asset and Property Verification Services</i>	Oregon DHS (2018 – Present)	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓
<i>Asset Verification Services</i>	Rhode Island EOHHS (2018 – Present)	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓
<i>Data Broker Services</i>	South Carolina DHHS (2023)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
<i>Asset and Property Verification Services</i>	South Dakota DSS (2016 – Present)	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓
<i>Asset Verification Services</i>	Tennessee Division of TennCare (2018 – Present)	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓
<i>Data Broker Services</i>	Texas HHSC (2016 – Present)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
<i>Asset Verification Services</i>	Utah DWS (2017 – Present)	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓
<i>Asset Verification Services</i>	Vermont DVHA (2017 – Present)	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓
<i>Eligibility Verification Services</i>	Virginia DMAS (2023)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
<i>Asset Verification Services</i>	Washington HCA (2017 – Present)	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓
<i>Asset Verification Services</i>	Wisconsin DHS (2018 – Present)	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓

<i>Automated Residency Verification System</i>	Wisconsin DHS (2014 – Present)	✓	✓		✓	✓	✓	✓	✓	✓	✓	
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Figure 4.0: PCG’s proposed key project personnel each maintain more asset and eligibility verification services experience than nearly anyone else in the entirety of the United States.



Project Leadership – PCG has maintained a cohesive “member eligibility data services” project team since 2016. Each key team member has supported **dozens** of high-profile HHS eligibility verification engagements – working together – in the last decade, nearly all of which are still active today.

Thomas Aldridge, MHA, will serve as PCG’s Executive Sponsor. Thomas has been with PCG for more than 20 years, is one of just 15 shareholders in the firm, and heads the Payer Services unit of PCG’s Health Practice Area. In this capacity, he leads PCG’s efforts to control costs for payers through the placement of tighter controls on member eligibility, provider oversight and monitoring, and consumer assistance initiatives.

Thomas will be ultimately responsible for overall contract compliance on this engagement, working with the Account Director and Project Manager in risk identification, mitigation, and resolution activities. He will be heavily involved in the stakeholder management and project governance aspects of this engagement and will be the point of contact for any required escalation and crisis management activities during this engagement.

Peter Cheesman, MBA, will serve as PCG’s Account Director. Peter has been with PCG for more than 13 years and oversees PCG’s System Integration Solutions Center of Excellence, maintaining overall responsibility for all of PCG’s eligibility verification data projects, products, and services. Peter maintains more than 20 years of public sector consulting experience, including working on behalf of more than 50 public sector agencies to identify billions of dollars in cost avoidance opportunities. Peter assumed a similar project leadership roles on dozens of key PCG asset and eligibility verification engagements.

Peter will serve as DHHR’s escalation point for the duration of the project. Peter will ensure best practices and lessons learned are incorporated into all project activities while managing client satisfaction, contractual, and stakeholder engagement assurance activities throughout the project.

David Payne, PMP, will serve as PCG’s Project Manager. David maintains 30 years of HHS information technology experience, the majority of which has been spent working with state HHS agencies on system implementations and operations. David came to PCG in 2016 and oversaw PCG’s flagship “Data Broker Services” implementation on behalf of the Texas Health and Human Services Commission (HHSC).

David will provide development and operations oversight and direction to the project team during all phases of this engagement. He will have the authority to represent PCG in all discussions regarding matters pertaining to this agreement and to make day-to-day operational decisions related to the services provided under this agreement.

Marcus Asberg, MBA, PMP, will serve as PCG’s Associate Project Manager. Marcus more than 20 years of experience focusing on state HHS member eligibility programs, systems, and operations. Marcus specializes in compliance, cost containment, and payment integrity services, which have resulted in hundreds of millions of dollars in HHS agency recoveries and cost savings. As a leading subject matter expert in the Medicaid payment integrity space, Marcus has assisted dozens agencies with streamlining operations ensuring that resources are used efficiently, thus maximizing the return on investment while also ensuring that programs are compliant with state and federal regulations. Marcus assumed a similar project leadership roles on dozens of key PCG identity and eligibility verification/data analytics engagements.

Marcus will serve as David's "#2" in ensuring the expert management of this engagement in accordance with best practices, lessons learned, and Project Management Institute's (PMI®) *Project Management Body of Knowledge*® (PMBOK®) principles.



Technical Leadership - PCG has also maintained the same technical leadership team since 2016, each member of which has supported several high-profile eligibility verification/data analytics engagements over the last six years, all of which are still active today.

Naresh Kommineni will serve as PCG's Technical Director. Naresh maintains more than 25 years of technical experience, including 13 years focused specifically on state HHS agency solutions. Naresh is a top-performing software development architect and engineer credited with combining IT delivery solutions, program and project management to deliver appropriately designed, streamlined and efficient systems in highly competitive HHS markets. Naresh managed PCG's technical delivery and system performance activities on each of PCG's key HHS identity, eligibility verification, and data analytics engagements since 2016.

Adam Knowlton will serve as PCG's Software Engineering Director. Adam maintains more than 11 years of software engineering experience, including the last five years as PCG Health's Software Engineering Manager. Adam served in a similar capacity on more than 25 PCG data broker/eligibility verification engagements since 2012 and was also responsible for the engineering of several other high profile PCG systems.

Vijay Shah, PMP, will serve as PCG's Software Engineering Manager. Vijay comes with 17 years of professional software development experience and currently manages and leads development efforts at PCG's Health Software Division. He has actively participated in complete software development life cycle of web based and client-server applications in various Microsoft and Amazon's cloud technologies across multiple business areas like Eligibility verification, Enterprise Content Management, Healthcare, Insurance, Publishing, Communication, Compliance, Automation and Real Estate.

Joshna Bachuwar will serve as PCG's Software Engineering Lead. Joshna has successfully supported more than two dozen AVS implementations across the country and maintains more than 15 years of software engineering experience. Joshna received a degree in electronics engineering from Shri Guru Gobind Singhji Institute of Technology in 2003. Joshna will dedicate as much time as needed to this engagement to ensure DHHS's satisfaction and to maintain the ongoing performance of PCG's AVS.

Deepti Johar will serve as PCG's Delivery Manager. Deepti has overseen the delivery of high profile PCG systems since 2014, including PCG's Data Intermediary System (New Jersey Department of Health), Medicaid Cost Reporting System (Wisconsin Department of Human Services), and Asset Verification System (New York State Department of Health, Maryland Department of Human Services, Delaware Division of Medicaid and Medical Assistance, South Dakota Department of Social Services, Oregon Department of Human Services, Wisconsin Department of Human Services, New York City Human Resources Administration/Department of Social Services, Arizona Health Care Cost Containment System, Colorado Department of Health Care Policy and Financing, District of Columbia Department of Human Services, Massachusetts Executive Office of Health and Human Services, Minnesota Department of Human Services, Nebraska Department of Health and Human Services, Oklahoma Health Care Authority,

Rhode Island Executive Office of Health and Human Services, Tennessee Division of TennCare, Utah Department of Workforce Services, Vermont Department of Health Access and Washington Health Care Authority).

Greg Tognetti, CAPM will serve as a PCG's Business Analyst. Greg is a PCG Business Systems Analyst who performs ongoing system and data analyses in support of each of PCG's high profile identity and/or eligibility verification/data analytics engagements. Prior to joining PCG, Greg spent nearly two decades providing system analysis and evaluation services in the financial services industry.

3 Operations Leadership – As with our project and technical leadership teams, the majority of PCG's operations leadership team members have worked together for at least the last five (5) years. This team, with support from PCG's technical team, have maintained 99.99% uptime of PCG's data broker/eligibility verification systems across 30 states since 2016.

Brenda Baldwin, MSA, will serve as PCG's Operations Lead. Brenda is a PCG Senior Advisor with more than a decade of experience in public sector welfare eligibility and system implementation. In her capacity with PCG, Ms. Baldwin has managed high profile eligibility verification implementations in New York State, New York City, Illinois, Oregon, Delaware, and Wisconsin. She has also spent the past five years supporting eligibility verification implementations in New Jersey, Alaska, Maryland, South Dakota, Tennessee, Vermont, Hawaii and Utah as a delivery manager and product owner. Prior to joining PCG, Brenda worked with Deloitte testing integrated eligibility systems in the states of New Mexico, Georgia and Michigan. Before that, Brenda worked for Michigan's Department of Health and Human Services overseeing welfare eligibility staff and operations for nearly a decade.

Kalen Summers, MA, PMP, will serve as PCG's Communications Manager. He is a certified Project Management Professional (PMP) and Lean Six Sigma Black Belt who has worked with PCG for nearly eight years, including overseeing critical eligibility verification system implementations and operations on behalf of the Maryland Department of Human Services, Delaware Division of Medicaid and Medical Assistance, South Dakota Department of Social Services, Oregon Department of Human Services, Wisconsin Department of Human Services, Arizona Health Care Cost Containment System, Colorado Department of Health Care Policy and Financing, District of Columbia Department of Human Services, Massachusetts Executive Office of Health and Human Services, Minnesota Department of Human Services, Nebraska Department of Health and Human Services, Rhode Island Executive Office of Health and Human Services, Tennessee Division of TennCare, Utah Department of Workforce Services, Vermont Department of Health Access, and Washington Health Care Authority.

4 Consulting Leadership - PCG understands that the implementation of any successful eligibility verification solution requires the inclusion of multiple agency stakeholders affected by the adoption of a new solution and technology. For this reason, PCG's Team includes key consulting members who maintain significant public assistance eligibility policy, operations, and programmatic experience. PCG makes these consultants available to both the project team and our clients, allowing their long-time agency experience to inform the strategies, tactics and best practices associated with our work and your stakeholders.

Rich Albertoni, MPA, will serve as PCG's Medicaid Eligibility Policy Manager. Richard is a seasoned veteran of Medicaid and state health care innovation. He maintained a long tenure with the Wisconsin

Department of Health Services (1992-2000 and 2003-2011), including as the Director of Eligibility, Deputy Director of Fiscal Services, and Section Chief for the Hospital and Pharmacy benefits. Since joining PCG in 2011, Mr. Albertoni has been the firm's consulting lead on state healthcare transformations ranging from Health Insurance Marketplace implementation, Medicaid expansion, Managed Care Implementation, and Mental Health System Reform. He specializes in helping states find unique solutions to healthcare innovation that meet local needs. For example, he helped Arkansas and New Hampshire implement Medicaid Expansions that leveraged Marketplace Qualified Health Plans as the delivery system.

Paul Lefkowitz, MA, will serve as PCG's SNAP & TANF Eligibility Policy Lead. Mr. Lefkowitz has spent 20+ years working with HHS agencies, with experience ranging from front-line eligibility determinations to program administration, to management consulting projects spanning a wide variety of social service and safety net programs. He has worked with states to align policy, eligibility determination, and verification processes across public assistance programs, streamline eligibility for childcare subsidy programs, identify and document TANF Maintenance of Effort (MOE) opportunities, and more. Prior to joining PCG in 2012, Paul served as Family Assistance Policy Director for the Tennessee Department of Human Services, where his responsibilities included oversight of TANF, SNAP, the Child Care Subsidy Program, and Medicaid eligibility determination. This role included ensuring the state complied with TANF requirements related to child support cooperation.

5 Independent Security & Compliance Oversight – Because PCG understands the importance of securing sensitive data and given the size and magnitude of the data being shared on this engagement, PCG is designating a group of two (2) of our corporate leaders to provide independent oversight of the project and technical teams on this engagement. This oversight will ensure that all project decisions featuring compliance and/or information security implications will be subject to an executive-level, corporate review to mitigate risk, ensure regulatory compliance, and protect sensitive project data. This team is comprised of the following individuals who will maintain ultimate oversight responsibilities for ensuring PCG remains in compliance with all state and federal guidelines and requirements while safekeeping protected and sensitive information for the duration of this engagement.

Michael Marotta, IPE, will serve as PCG's Compliance Manager. Michael is PCG's Governance, Risk and Compliance (GRC) Officer. He joined the firm in 2016 with extensive experience in risk management, corporate ethics and governance, regulatory compliance, internal audit, and strategic planning, both in the U.S. and abroad. Prior to joining PCG, Mr. Marotta was the Director of GRC at Crane Currency and had similar risk management and compliance positions at MassMutual Financial Group, Goldman Sachs and The Bank of New York. As the firm's GRC Officer, Mr. Marotta maintains ultimate responsibility for assuring PCG's employment and income verification service is compliant with State and federal requirements, including FCRA.

Michael Bedford will serve as PCG's Information Security Director. Michael has over 20 years of enterprise technology management and consulting experience. He is an expert in enterprise risk management, security policy development, risk assessment, security training, regulatory guidance. Mr. Bedford has experience with compliance management and audit expertise with thorough knowledge of HIPAA, FISMA, SOX, GLB, PCI, IRS, FERPA, HITECH as well as business continuity, disaster recovery design, and deployment subject matter expert specializing in virtualization and cloud-based solutions. He is adept in modern control concepts including data confidentiality and protection, access control and authentication, network security design, incident response and forensic data analysis. Mr. Bedford is an expert in industry

security frameworks including NIST 800 series, ISO 27000 series, COBIT, FIPS, and MITA. He is highly credentialed in CISSP, CIPM, GCSC, CISA, CISM, CBCP, MCSE and ITIL certifications.

PCG's key PCG personnel have a clear understanding of DHHR's goals and as it pertains to eligibility verification project. This understanding comes from them having spent the past 10 plus years developing and operating complex eligibility verification and predictive analytics systems.



2.2 Functionality

2.2 Functionality

4.1.1.1 The Asset Verification System (AVS) must integrate with the current West Virginia eligibility enrollment system as defined by the agency.

PCG can leverage our existing, operational AIVS Multiplexer to integrate our proposed Asset Verification System (AVS) into DHHR's eligibility system via API and/or via periodic batch file transfers. PCG's AIVS Multiplexer service will allow DHHR to integrate a single interface into your eligibility system to generate requests and receive responses from one or more data sources – Accuity, LexisNexis, TransUnion, and/or Equifax – within a single PCG response call based on the composition of the request. Absent this multiplexer, DHHR would be required to implement four separate data sources/interfaces within your eligibility system, unnecessarily taxing your IT resources and risking a delayed go-live.

PCG can support either REST or SOAP calls with either a JSON or XML payload if the State chooses to integrate via API. PCG can also accommodate batch file exchanges via flat files, CSV, Excel, text delimited, and any other file types the State prefers.

What follows is PCG's standard request XSD in tabular format:

Iteration	Field Name	Field Description	Field Type	Validation Description	Required
1	Request	Multiple Case Requests in Same Transaction	Array		Y
2	Case Number	Case Number of the client	STRING(35)	Case_Number is Required	Y
2	Household Size	Total members in the household	INT	Must be equal to the total number of client2	Y
2	Individuals	The individuals in the request	Array	Request_Array is Required	Y
3	Individual ID	The client identification number	String	Individual ID is Required	Y
3	SSN	SSN of the client	STRING(9)	SSN is Invalid: Less than 9 digits, numbers only. Cannot begin with 000, 666 or 9. 4th & 5th digits cannot be 00. Last 4 digits cannot be 0000.	Y
3	First Name	First name of the client	STRING(45)	First_Name is Required	Y
3	Middle Name	Middle Name of the client	STRING(30)		
3	Last Name	Last Name of the client	STRING(45)	Last_Name is Required	Y
3	DOB	Date of Birth	Date	DOB is Required	Y
3	Assistance Types	The different Assistance Types	Array		Y
4	Assistance Type	Type of Assistance	STRING(20)		Y
4	Applying/Enrolled	Is the client applying for benefits/already enrolled	STRING(1)	Y or N	Y
4	Assistance Type Eligibility Start Date	The day the client was eligible for this type of assistance.	Date		
4	Assistance Type Eligibility End Date	The day the client will no longer be eligible for this type of assistance.	Date		
3	Address	Current Addresses reported by Client	Array	Address_Array is Required	Y
4	Address Type	The type of Address	STRING(10)	Address_Type is Required	Y
4	Address1	Address Line 1 of the client	STRING(100)	Address1 is Required	Y
4	City	City of the Address	STRING(25)	City is Required	Y
4	State	State of the Address	STRING(2)	State is Required	Y
				Invalid state code	Y

4	Zip5	ZIP of the address	STRING(5)	ZIP5 is Required	Y
				Invalid ZIP Code	
3	Prior Addresses	Prior Addresses Reported by Client	Array		
4	Address Type	The type of Address	STRING(10)	Address Type is Required	Y
4	Address1	Address Line 1 of the client	STRING(100)	Address1 is Required	Y
4	City	City of the Address	STRING(25)	City is Required	Y
4	State	State of the Address	STRING(2)	State is Required	Y
				Invalid state code	Y
4	Zip5	ZIP of the address	STRING(5)	ZIP5 is Required	Y
				Invalid ZIP Code	
3	Sources	Array of Sources	Array		Y
4	SourceCode	The source code to retrieve data for	STRING(10)	Valid values are not (AVS, TMV, LPROP, TWN)	Y
3	Current Employer(s)	Current Employment info reported by client	Array		
4	Employer Name	Name of Employer	STRING(100)		
4	Employer FEIN	FEIN Of the Employer	STRING(12)		
4	Employment Start State	Start date of employment	Date		
4	Monthly Pay Amount	Monthly Pay Amount	NUMBER(10)		
3	Former Employer(s)	Previous Employment info reported by client	Array		
4	Employer Name	Name of Employer	STRING(100)		
4	Employer FEIN	FEIN Of the Employer	STRING(12)		
4	Employment End Date	End date of employment	Date		
3	Known Bank Accounts	Known bank Accounts reported by Client	Array		
4	Known Bank Name	Name of the Bank	STRING (200)		
4	Known Bank Account Number	Bank Account Number	STRING(30)		
4	Known Bank Account Type	Account type	STRING(20)	Example, Checking, Savings	
4	Known Bank Account Owner(s)	Name of the owners of the Account	STRING(200)	There could be multiple people if it is a joint account	

3	Financial Institution(s)	Additional Financial Institutions to be Searched	Array		
4	Institutional ID	Financial Institution Identifier	NUMBER(13)		

Figure 5.0: PCG's API Request in Tabular Format.

PCG’s request schema will allow DHHR to realize the following benefits:

- ✓ One or more cases and/or clients can be submitted or bundled in a single request.
- ✓ Each client can be associated with multiple assistance programs, allowing PCG to compare resources and/or income with client-specific eligibility criteria across multiple programs.
- ✓ Including known bank accounts and/or employers is not required, but it would allow PCG to instantly flag unknown accounts, income, and/or employment.
- ✓ Accommodates both standard AVS requests, as well as AVS verification requests (i.e., requests directed at a single financial institution).
- ✓ Is compatible with the optional Income Verification Service.
- ✓ Is the only request call DHHR would be required to implement, as it allows DHHR to select any one data service or all of the data services at the same time, within the same request.

PCG will instantly transpose this request into one or more requests to our data providers, as directed by the composition of the request (in SourceCode row in table above).

PCG agrees to modify this schema, as directed by DHHR, in the event doing so would be advantageous to the State.

In real-time, PCG will transpose all responses from each data provider into a single response call back to DHHR. PCG’s AVS response calls are fully configurable, allowing DHHR to select whichever data elements you prefer to receive in PCG’s response. Key AVS response data elements to consider include:

Data Element	Description
Financial Assets	
Account Owner(s)	For each account discovered, PCG will identify each account owner associated with the account.
Financial Institution	For each account discovered, PCG will identify the financial institution where the account is maintained.
Financial Institution Branch Address	For each account discovered, PCG will identify the financial institution branch address where the account is maintained.
Account Number	For each account discovered, PCG will identify the account number.
First Minute-of-Month Account Balances	For each account discovered, PCG will identify the account balance as of the first minute of the month for each month of the 60-month look-back period.
Property Assets	
Owned Property Address(es)	Address(es) of currently owned properties.
Owned Property Owner(s)	Owner name(s) of currently owned properties.
Owned Property Assessed Value(s)	Current assessed value of the land plus improvements, before exemptions.

Data Element	Description
Owned Property Market Value(s)	Current market value of the land plus improvements, before exemptions.
Owned Property Tax Year(s)	Tax assessment year(s).
Owned Property Purchase Date(s)	Date currently owned properties were purchased.
Owned Property Purchase Price(s)	Purchase price of currently owned properties.
Currently Owned Flag	Flag indicating that consumer currently owns property at address indicated.
Sold Property Address(es)	Address(es) of any properties sold within previous 60 months.
Sold Property Sale Date(s)	Date of sale of any properties sold within previous 60 months.
Sold Property Sale Amount(s)	Sale price of any properties sold within previous 60 months.
Sold Property Owner(s)	Name of purchaser(s) of any properties sold within previous 60 months.
Sold Property Deed Type(s)	Type of deed associated with sale of any properties sold within previous 60 months.
Motor Vehicle Assets	
Owned Motor Vehicle(s)	Year, make, series, model, VIN, body style, and vehicle type.
License Plate	Tag number, tag valid to and from dates, historical tags.
Title Holder(s)	Name, address, date of birth, title number, titled in state, original title date, lien holders, lessors, and title transfer type.
Vehicle First Seen Date	The month and year in which the vehicle was first found to be owned by the client.
Vehicle Last Seen Date	The month and year in which the vehicle was last found to be owned by the client.
Vehicle Value	MSRP and current vehicle value.
Optional AVS Analytics	
Results vs. Program Limits	During the requirements definition phase of this engagement, PCG will work with the agency to match program limits to each request type plus household size variation the agency will be sending to the AVS.
Countable Liquid Assets and Property	PCG can exclude certain account types and/or property from being included in the calculation of applicant/beneficiary resources across all requests or based on the request type variation. For example, several of PCG's state clients exclude IRA and Burial Fund account balances from being included in the calculation of an applicant/beneficiary's current resources.

Data Element	Description
Flagged Account Resource Transfers	PCG will identify and flag any accounts and the month the account increased or decreased significantly (value is configurable) in any of the 60 months prior to application.
Flagged Total Account Transfers	PCG will identify and flag any months where the total balance across all owned accounts increased or decreased significantly (value is configurable) in any of the 60 months prior to application.
Disqualifying Property Transfer	PCG's AVS automatically identifies, and flags potentially disqualifying properties sold for less than 80 percent (configurable) of market value prior to application. PCG can configure these flags based on State-defined "strength" thresholds.
Undisclosed Account Flag	PCG's AVS can automatically flag accounts which are unknown to the agency.
Undisclosed Property Flag	PCG's AVS can automatically flag owned properties which are unknown to the agency.
Undisclosed Motor Vehicle Flag	PCG's AVS can automatically flag owned motor vehicles which are unknown to the agency.
Anomalous Vehicle Ownership	PCG's AVS can automatically flag owned motor vehicle scenarios representing potential ineligibility, including the ownership of one or more vehicles valued above a configurable amount, either individually or across all owned motor vehicles.
Risk Score	PCG's AVS includes configurable business rules which allow us to quantify the level of risk of ineligibility and/or fraud each applicant or beneficiary represents to the State based, primarily, on the value of their discovered resources vs. program limits and, secondarily, on the results of the other analytics listed above.

Figure 6.0: Key PCG AVS data elements included in response calls to the agency.

As with request calls, PCG can support either REST or SOAP response calls with either a JSON or XML payload if the State chooses to integrate via API. PCG can also accommodate batch file exchanges via flat files, CSV, Excel, text delimited, and any other file types the State prefers.

What follows is PCG's standard response XSD in tabular format:

Iteration	Field Name	Field Description	Field Type
1	AssetId	The internal PCG id associated to each response	INT(10)
1	RequestId	The Unique request ID for each request	INT
1	Response Time	The date and time of response	DateTime
1	Status	The status of the transaction	INT(3)
1	StatusMessage	The message associated with the status	STRING(200)
1	Responses	The responses present in this transaction	Array
2	CaseNumber	Case Number of the client	STRING(35)
2	Individuals	Individuals received in the request	Array
3	CIN	The client identification	STRING(25)
3	Source	The source for which response is being provided	Array
4	SourceCode	The source code to retrieve data for	STRING(10)
Financial Assets			
5	TransactionId	The unique transaction ID for each request	INT
5	FinancialInstitution	The financial institution that responded to the request	Array
6	InstitutionId	The unique ID assigned to each institution	STRING(25)
6	InstitutionName	The name of the institution	STRING(50)
6	LocationId	The location of the institution where the bank account is present	STRING(50)
5	Address	The address of the institution	Array
6	Address1	Address Line 1 of the Institution	STRING(100)
6	City	City of the Address	STRING(25)
6	State	State of the Address	STRING(2)
6	Zip5	ZIP of the address	STRING(5)
5	ResponseIndicator	The response from the institution. TRUE means institution provided account information. False means the institution decided not to provide information. Reason in Response Reason Code	Boolean

Iteration	Field Name	Field Description	Field Type
5	ResponseReasonCode	The reason why the institution declined to provide information	STRING(30)
5	Remarks	Any comments from the institution	STRING(1000)
5	Accounts	Account information provided by the Institution	Array
6	Title	The name of the account holder	STRING(100)
6	AccountNumber	The account number	STRING(100)
6	AccountTypeCode	The type of Account found	STRING(30)
6	JointAccount	If the account is a Joint Account	Boolean
6	AccountBalances	The balances in the account	Array
7	Date	The balance date (The first of each month)	Date
7	Balance	The balance for each month	Decimal
7	Interest	The interest for each month	Decimal
Real Property			
5	PropertyID	The internal PCG id associated to each response	INT
6	Properties	Array that contains the properties associated with each individual	Array
7	Address	Structure that contains address elements	Array
8	Address1	Unparsed first address line (for example, 1 N Main St)	STRING(100)
8	City	City	STRING(25)
8	State	Two-letter state abbreviation (for example, MT and FL)	STRING(2)
8	Zip5	Five-digit ZIP Code	STRING(5)
7	Owners	Structure that can contain multiple name elements	Array
8	Name	Owner's name	STRING(100)
7	OwnerAddress	Structure that contains owner address elements	Array
8	Address1	Unparsed first address line (for example, 1 N Main St)	STRING(100)
8	City	City	STRING(25)
8	State	Two-letter state abbreviation (for example, MT and FL)	STRING(2)
8	Zip5	Five-digit ZIP Code	STRING(5)

Iteration	Field Name	Field Description	Field Type
7	LegalDescription	Full legal description of where the property is located	STRING(100)
7	DocumentType	Identifies the type of document that was used to establish ownership of the property	STRING(100)
7	DocumentNumber	Sequential number that is assigned to documents at the time of recording for identification of the parcel and to establish the order of the recording (recorders typically assign either a document number or a book and page number)	STRING(100)
7	TitleCompanyName	Name of the title company that holds the deed to the property	STRING(100)
7	LivingSize	Area of the building that is used for general living (typically the part of a building that is heated or air conditioned and does not include garage, porch, or basement)	STRING(20)
7	NumberStories	Actual number of stories of the main structure on the property	INT
7	Foundation	Type of foundation material in the primary improvement on the property	STRING(100)
7	NumberBedrooms	Number of bedrooms with a closet (determined by the county assessor)	INT
7	NumberFullBaths	Number of full bathrooms (determined by the county assessor)	INT
7	NumberHalfBaths	Number of half bathrooms (determined by the county assessor)	INT
7	Book	Book number that is used by some counties to catalog their sales recording	STRING(100)
7	OtherBuildings	Structure that can contain multiple building elements	Array
8	Building	Identifies buildings on the property that are not attached to the main building (for example, sheds, greenhouses, and barns)	STRING(100)
7	BriefDescription	Brief text description of the property	STRING(100)
7	SubdivisionName	Subdivision name	STRING(100)
7	LandUse	Indicates how the land is used	STRING(100)
7	LandValue	Current value of the land	Decimal
7	TotalValue	Current value of the property including improvements	Decimal
7	ImprovementValue	Current value only of the improvements	Decimal
7	LandSize	Total area of the land (square feet or acres)	STRING(10)

Iteration	Field Name	Field Description	Field Type
7	BuildingSize	Total size only of the building	STRING(10)
7	BuildingSquareFeet	Total square feet of the building	STRING(10)
7	YearBuilt	Year that the property was built (before improvements)	INT
7	TaxYear	Year that the tax amount was levied	INT
7	SaleDate	Structure that contains the date that the sales transaction was legally completed (contract was signed)	Array
8	Year	Year (YYYY)	Short
8	Month	Month (MM)	Short
8	Day	Day (DD)	Short
7	RecordingDate	Structure that contains the official date that the document was recorded by the county recorder	Array
8	Year	Year (YYYY)	Short
8	Month	Month (MM)	Short
8	Day	Day (DD)	Short
7	SalePrice	Total sale price of the property	Decimal
7	NameSeller	Unparsed name of seller	STRING(100)
7	LenderName	Unparsed name of lender	STRING(100)
7	AssessedValue	Current assessed value of the property	Decimal
7	TaxAmount	Amount of tax on the property	Decimal
7	MarketLandValue	Current market value only of the land	Decimal
7	MarketImprovementValue	Current market value only of the improvements	Decimal
7	TotalMarketValue	Current assessed value of the property plus improvements (before exemptions)	Decimal
7	HomesteadExemption	Homestead exemption status Possible values: • Y (Homestead exemption on file) • H (Homestead exemption on file) Blank (Unknown or no homestead exemption on file)	STRING(1)

Iteration	Field Name	Field Description	Field Type
7	LoanAmount	Amount of money that was borrowed to purchase the property, as provided by the County Assessor	Decimal
7	LoanType	Loan type	STRING(100)
7	Sellers	Structure that can contain multiple name elements	Array
8	Name	Seller's name	STRING(100)
7	SellerAddress	Structure that contains seller address elements	Array
8	StreetAddress1	Unparsed first address line (for example, 1 N Main St)	STRING(100)
8	City	City	STRING(25)
8	State	Two-letter state abbreviation (for example, MT and FL)	STRING(2)
8	Zip5	Five-digit ZIP Code	STRING(5)
7	LotNumber	Lot number	STRING(100)
Motor Vehicle			
5	Vehicles	Multiple Vehicles	Array
6	Is Current	If this currently owned vehicle or previously owned vehicle	Boolean
6	Vehicle Type	Type for the vehicle	STRING(100)
6	Make	Make for the vehicle	STRING(100)
6	Model	Model for the vehicle.	STRING(100)
6	Value	Value for the vehicle (only if currently owned)	INTEGER(10)
6	Series	Series for the vehicle	STRING(100)
6	Color	Primary color for the vehicle.	STRING(100)
6	Model Year	Model year for the vehicle	STRING(10)
6	VIN	VIN for the vehicle	STRING(50)
6	Title State	The state where the title was issued	STRING(2)
6	Title Date	The date the title was issued	Date
6	Title Transfer Date	Date when the title was transferred	Date
6	Lien Holder	Lienholder Name	STRING(100)
6	Tag Valid from	Date the tag is valid from	Date
6	Tag Valid Until	Date the tag is valid to	Date

Iteration	Field Name	Field Description	Field Type
6	License Plate	The license plate number	STRING(50)
Income and Employment			
5	Data elements available upon request - withheld due to confidentiality restrictions		ARRAY
6			STRING(50)
6			STRING(50)
6			STRING(50)
6			STRING(14)
6			STRING(11)
6			Date
6			STRING(50)
6			STRING(50)
6			STRING(100)
6			STRING(50)
6			STRING(2)
6			STRING(10)
6			STRING(3)
6			STRING(100)
6			STRING(50)
6			STRING(2)
6			STRING(10)
6			STRING(10)
6			STRING(20)
6			Date
6			Date
6			STRING(10)
6			Date
6			STRING(1)
6			STRING(15)

Iteration	Field Name	Field Description	Field Type
6			Date
6			STRING(50)
6			STRING(50)
6			STRING(100)
6			STRING(50)
6			STRING(2)
6			STRING(10)
6			STRING(50)
6			STRING(20)
6			ARRAY
7			STRING(15)
7			STRING(5)
7			STRING(5)
7			STRING(5)
7			Date
7			Date
7			STRING(50)
7			STRING(100)
7			STRING(50)
7			STRING(2)
7			STRING(10)
7			STRING(10)
7			STRING(14)
7			STRING(20)
7			STRING(20)
7			STRING(10)
7			STRING(10)

Iteration	Field Name	Field Description	Field Type
7			STRING(10)
7			ARRAY
8			STRING(11)
8			STRING(50)
8			STRING(50)
8			STRING(50)
8			Date
6			STRING(10)
6			INTEGER(4)
6			STRING(20)

Iteration	Field Name	Field Description	Field Type
6			STRING(20)
6			DATE
6			DATE
6			STRING(20)
6			Array
7			Date
7			STRING(20)
7			STRING(20)
7			Date
7			Date
7			STRING(20)

Iteration	Field Name	Field Description	Field Type
7			STRING(20)
5			Array
6			STRING(2)
6			STRING(12)
6			STRING(11)
6			Date
6			Date
6			STRING(10)
6			STRING(1)
6			STRING(6)
6			STRING(6)
6			STRING(12)
6			STRING(6)
6			STRING(6)
6			STRING(120)
6			STRING(32)
6			STRING(2)
6			STRING(10)
6			STRING(3)
6			STRING(15)

Figure 7.0: PCG's AIVS multiplexer XSD response file.

4.1.1.2 The vendor must provide users the functionality through a secure application program interface (API) to support the export of Asset Verification System (AVS) information from the current eligibility enrollment system to Word, Excel, text file, comma-separated values (CSVs), Portable Document Format (PDF), the Google Productivity Suite, or equal.

To streamline data accessibility and analysis, PCG agrees to develop a secure API enabling flexible data exports from PCG's AVS. Users will gain the power to download their data in a variety of formats, including Microsoft Word and Excel, plain text files, comma-separated values (CSV), and more, for further analyses, and in PDF format for archiving. This comprehensive approach empowers users to choose the format that best suits their needs, fostering greater data utilization and unlocking new insights.

Moreover, robust security measures will ensure data integrity and confidentiality throughout the export process, guaranteeing the protection of sensitive information. Investing in this API signifies a commitment to user empowerment and data accessibility, solidifying our position as a leader in delivering data-driven solutions.

4.1.1.3 The vendor must provide nationwide Asset Verification System (AVS) asset searches.

Each of PCG's proposed AVS data providers – Accuity, LexisNexis, and TransUnion – scan nationally for owned assets, ensuring any owned assets outside of the State of West Virginia will be discovered and counted against program resource limits.

In response to each AVS request, PCG executes the following search activities in real-time:

1 National Account Search: PCG processes all AVS requests through the Early Warning national database of accounts held at the nation's largest FIs to identify any account maintained by a client at any of the nation's largest FIs anywhere in the United States. These FIs represent approximately 60 percent of the depository accounts in the United States and allow PCG to quickly verify the existence of any applicant/beneficiary account at any of the FIs in the United States. One hundred percent of all PCG AVS cases are processed through this national network of FIs to ensure PCG's coverage is as comprehensive as possible.

2 Local Account Search: At the same time, PCG also utilizes a geographic search application to identify local and regional FIs most likely to maintain an applicant and/or beneficiary account based on logic such as geographic proximity to the applicant or beneficiary address. PCG utilizes Accuity's Geographic Undisclosed Account Radial Detection component, or GUARD, as the mechanism that determines logic by which asset verification requests are to be distributed to local and regional FIs. GUARD utilizes various FI databases and proprietary logic to optimize the probability of identifying financial institutions specific to a search for financial assets owned by an individual benefits applicant/beneficiary.

The GUARD application provides a means to identify the FI most likely holding assets for applicants and

beneficiaries, which are outside of the nation’s largest financial institutions. In part, by focusing on FIs with offices closest to the customer, the GUARD application provides a reasonable approximation of the likelihood that a customer would have undisclosed accounts with a particular FI.

The operational efficiency of GUARD searches involves several factors. The following data elements are the criteria that most affect GUARD’s selection of FIs:

Element	Description	GUARD Selection
Distance	Physical distance from the customer’s address to the FI’s location.	Smaller values are ranked higher
Presence	The number of branches the FI has in the same zip code as the customer. Calculated from Accuity’s information for each zip code.	Smaller values are ranked lower
Branches	The FI’s number of Branches across the U.S. Indicator of the national size of the FI.	Smaller values are ranked lower
Direct Deposits	The FI’s number of SSI Direct Deposit Accounts as an indicator of national ABD population of accounts.	Smaller values are ranked lower

Figure 8.0: Factors Involved in GUARD Searches. The GUARD algorithm has been developed and refined in concert with the Social Security Administration since 2008 in support of their Supplemental Security Income (SSI) AVS program.

3 Directed Account Search: In addition to our national and local account searches, PCG’s AVS will allow your authorized users to request account lookups at any specific FIs anywhere in the United States. Combined with our national and local search, this functionality ensures that PCG’s AVS clients can verify 100 percent of known accounts maintained by your clients while also identifying previously undisclosed assets potentially impacting eligibility.

The combination of PCG’s national, local, and directed asset searches will ensure that the State of West Virginia is able to cast the widest possible net in the search for financial asset potentially impacting eligibility.

4 Property Search: At the same time, PCG uses LexisNexis’s vast property data assets, which are comprised of more than 98 percent of the deed, mortgage, and assessment data from across the United States. In addition to receiving property records from West Virginia, LexisNexis also updates and maintains historical property data for 51 states and territories. This access provides us with the ability to identify property that is owned outside of West Virginia and its neighboring states, thus creating a more comprehensive picture of the applicant.

LexisNexis’s property data assets are comprised of more than 98% of the deeds, mortgages, and assessments in the U.S.

PCG is the country’s most experienced property verification vendor, as evidenced by large-scale property verification engagements in Texas, Delaware, Oregon, Maryland, Maine, South Dakota, Nevada, Illinois, Virginia, and Ohio. This experience, combined with PCG’s already fully integrated web service connectivity with LexisNexis, will ensure the seamless adoption of this data in the State of West Virginia.

PCG’s property search includes multiple processes that take place concurrently to identify all of the property assets maintained by applicants and beneficiaries:

Search	Description
Deed Search	PCG processes all AVS requests through the LexisNexis deed database containing millions of records updated on a bi-weekly basis and every time a property is purchased or sold.
Mortgage Search	PCG processes all AVS requests through the vast LexisNexis mortgage database containing millions of records updated on a bi-weekly basis and every time a property is purchased or sold.
Assessment Search	PCG processes all AVS requests through the LexisNexis assessment database containing millions of records updated on an annual basis or every time an assessment is completed.

Figure 9.0: PCG’s Property Search Processes. The combination of deed, mortgage, and assessment searches, and LexisNexis’ ability to link disparate and incomplete records to applicants’ identities, ensures the most comprehensive net for detecting property assets maintained by West Virginia’s applicants and beneficiaries.

PCG will identify any property and real estate owned, or previously owned, by the applicant/beneficiary anywhere in the United States within the previous 60 months.

5 Motor Vehicle Search and Value Assignment: PCG understands that owning a second motor vehicle, absent a legitimate medical need for doing so, can potentially impact the resource-based eligibility of your clients. For this reason, as an enhancement to your existing AVS, we are proposing to provide you with access to nationwide motor vehicle data. PCG's AVS incorporates TransUnion's motor vehicle records to identify any currently and previously owned vehicles. A key differentiator between PCG's motor vehicle search and that of our competitors is the fact that PCG can provide the **current value** of the vehicle by matching the vehicle’s Vehicle Identification Numbers (VIN) number to J.D. Power & Associates vehicle values via our established API with them. Other vendors can provide purchase prices, but only PCG can provide current vehicle values thanks to this integration with J.D. Power & Associates.

4.1.1.4 The Vendor must complete all interface testing of the Asset Verification System (AVS) with the current eligibility enrollment system for Agency approval sixty (60) calendar days prior to operational go-live.

As indicated in the RFQ, the State of West Virginia requires that the selected respondent go live with their fully integrated AVS by June 4, 2024. Therefore, if the State also requires all interface testing to be completed sixty (60) calendar days prior to operational go-live, this means the selected vendor will need to complete this integration by April 5, 2024. Given the time required to evaluate proposals and award and execute a contract, the State requires a vendor who can successfully integrate AVS into your eligibility system within approximately sixty (60) days of the contract’s execution.

The primary difference between PCG and our competitor is that we are just such a vendor and can be trusted to work with DHHR efficiently and professionally to successfully implement our AIVS Multiplexer service into your system in less than two (2) months, as evidenced by our unrivaled qualifications executing similar implementations:

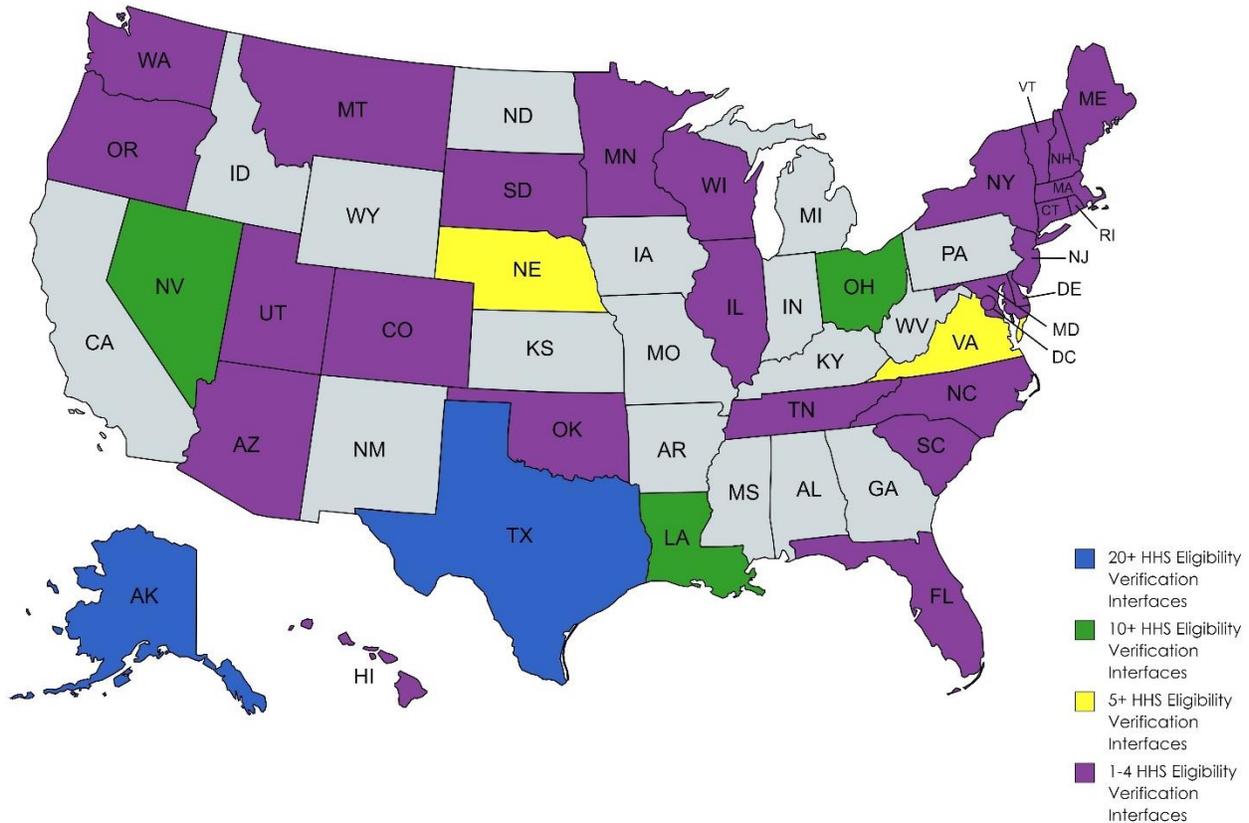


Figure 10.0: With a 60-day implementation window, DHHR needs an AVS vendor you can trust. PCG has earned this trust by successfully implementing asset and eligibility verification data in dozens of other states.

Because PCG has successfully implemented AVS so many times, we have a proven, established approach to testing which ensures all components meet expectations and are ready for release. PCG testing occurs as each sprint is evaluated. This allows for testing to begin early in the development cycle and occur repeatedly throughout the development process.

PCG utilizes a scrum-based, Agile approach to development. PCG develops user stories defining the development requirements of chunks of the solution and PCG executes the development through two-week sprint cycles. All user stories are captured within PCG’s Team Foundation Server (TFS) and submitted to the Agency for approval. Sprints are comprised of daily scrums, with each developer maintaining clear responsibilities as defined in the user story. At the conclusion of each sprint, PCG tests, validates, and demonstrates the completed code changes and obtains client sign-off based on previously agreed-upon user acceptance criteria. By demonstrating our progress every two weeks, PCG ensures that progress is consistent and demonstrable. Any issues are identified and corrected early, rather than waiting for a surprise go-live at the conclusion of the entire development process.

Each user story in a sprint contains one or more testing tasks. Most of these tests are performed by PCG testers to evaluate whether the algorithms, code, or processes are developed correctly to provide the correct output.

All testing performed by PCG’s development staff is manual testing. In manual testing the testers use the business rules and test case scenarios to confirm that the system output equals the desired results. PCG testers work with other PCG development team members and the PCG business team to validate the desired results.

PCG performs extensive testing prior to deploying releases to our user acceptance testing (UAT) environment and will do so prior to any release. This testing includes each of the following types of tests, as applicable based on the requirements of the release:

Test	Description
Unit Testing	PCG performs unit testing to ensure each object and component that comprise our verification service are individually tested. This testing will take place within our development environment and will be ongoing as additional development occurs within our sprints. Any errors identified are retested prior to marking the development of a component complete.
Integration Testing	After unit testing is completed to confirm each object and component are working properly, PCG will complete integration testing to ensure all objects and components work together correctly as a group, including interacting together correctly. Integration testing includes PCG QA testers and developers who work together to ensure all system units and components are interacting correctly while complying with requirements defined in our approved user stories. Integration testing will occur within PCG’s QA environment. Any errors that are detected are logged in TFS and sent back to the developer, who fixes the bug, performs unit testing, and sends it back for additional Integration testing. The process is repeated until the testing can be completed with no errors.
System Testing	Following the successful completion of our unit and integration tests, PCG will execute system tests to ensure all integrated units and components are working correctly, behaving as expected, and interacting as defined in our requirements and producing the expected outcomes based on inputs and workflow expectations, as defined in our approved user stories. Any errors that are detected are logged in TFS and sent back to the developer, who fixes the bug, performs unit testing, and sends it back for additional integration testing, and finally, system testing. The process is repeated until all testing can be completed with no errors.

Test	Description
Interface Testing	<p>While PCG is performing unit, integration, and system testing, we will also complete interface testing as part of our software development lifecycle. This testing includes validating that all of the interactions between modules and servers are executed properly, including data and control are being exchanged correctly, including:</p> <ul style="list-style-type: none"> ▶ API between PCG and DHHR’s eligibility system ▶ APIs between PCG and third-party data sources ▶ PCG-DHHR batch processing via SFTP (if applicable) ▶ PCG-third-party batch processing via SFTP (if applicable)
Load Testing	<p>PCG leverages AWS tools to facilitate load testing. AWS’ Distributed Load Testing tool allows PCG to simulate thousands of application users to ensure consistent and appropriate performance regardless of utilization and/or request volumes. PCG leverages Amazon CloudWatch dashboard to monitor system performance while we increase user and transaction volume. PCG agrees to share our load testing results with DHHR, upon request.</p>
Regression Testing	<p>After any code changes, PCG completes regression testing to verify that the entire system is working like it was before changes were made and no unintended “ripples” occurred due to the code change. PCG uses previously defined test cases to complete these tests and logs all errors within TFS, where they are assigned to developers to fix. Following the fix, PCG re-initiates our PCG’s testing cycle from the Unit Testing stage until the cycle can be completed with no errors.</p>

Figure 11.0: PCG performs a number of tests and validations prior to releasing any code for acceptance testing.

4.1.1.5 The Vendor must assist the department with system testing and validation documentation of the integrated Asset Verification System (AVS) for Agency approval sixty (60) calendar days prior to operational go-live.

Once PCG signs off on the code as ready to be released to UAT and all PCG testing has been completed, PCG and DHHR will collaborate on user acceptance testing (UAT). In order for to release our system to UAT, the following items must be completed and ready in the UAT Environment:

- ▶ All pre-UAT test cases have been executed and results are logged.
- ▶ All Issues including High Severity are either fixed or postponed for a later release.
- ▶ All the critical functionality is working as required.
- ▶ All functionality that is visible to the end user is working as expected.
- ▶ The system is working as per the approved user stories.

During the development of the user stories, UAT testing conditions will be identified. This includes the preliminary test cases and data that would need to be developed to show how the user story acceptance criteria is met. The PCG testing team will be involved in this process to ensure that the necessary testing

conditions, data, and processes are in place to effectively demonstrate that the system that is being tested meets all expectations.

All user stories are subject to DHHR approval prior to any work commencing. The testing criteria is included in the user story and therefore, is part of the DHHR approval process. Further, as system components enter the final pre-UAT testing stages, DHHR will be contacted for approval of the testing conditions and scenarios.

PCG will collaborate with the State when test data or testing coordination is needed. This may include those scenarios that require data from PCG and those scenarios where PCG will need test data from the State. PCG also has a set of mock services that allow for limited testing without the data source service. These mock services are utilized when the connection to the actual source is not central to the test being performed. This allows for flexibility in the testing of the various system components without having to rely on outside sources for completion of the tests.

PCG traditionally implements and tests in an Agile Environment with each Sprint/Iteration lasting two weeks, or longer. As with the development, the testing will also be done in an iterative manner, with each round taking place after the requirement is identified and necessary development work is done. At the end of each testing Sprint, the test results and bug summary report will be evaluated and documented.

PCG has worked with agency eligibility systems, and the IT resources managing these systems, to successfully execute thousands of releases, including acceptance tests. Based on this experience, PCG has learned that many of these agency’s preferred approach to acceptance testing can be summarized as follows.

Activity	Description
User Story Development	DHHR will develop user stories on any relevant eligibility system modifications. Within these user stories, DHHR will define the test criteria and identify the test data and test cases needed in UAT.
User Story Review	PCG and DHHR will review the user stories until they are accurate and complete.
Test Setup	Either PCG or DHHR creates the cases and clients that will be used in the testing, and sets up the test data to be returned either through PCG’s AIVS Multiplexer.
Text Execution	DHHR will run each test and evaluate the results against previously defined exit criteria.
Bug Communication	DHHR will email PCG about any failed test cases.
Bug Documentation	PCG will create a ticket within our Team Foundation Server (TFS) to track the resolution of any discovered bugs or defects.
Bug Fix	DHHR and/or PCG will fix any bugs or defects.
Retest	DHHR will re-run each test and evaluate the results against previously defined exit criteria.

Activity	Description
Bug Documentation	PCG will update TFS once any discovered bugs or defects have been resolved.
Bug Reporting	PCG's testing team will produce a Release Readiness report at the end of each Sprint/Iteration cycle. The report will include what testing was performed and an overall summary of test results, defects recorded, and test coverage.
Release Meeting	PCG will schedule a meeting with DHHR to review the results of all tests and any changes which were made to the system.

Figure 13.0: PCG will support and facilitate DHHR UAT.

The following table lists and describes the roles involved in PCG's testing process.

Role	Responsibilities
PCG Technical Leads	<ul style="list-style-type: none"> ▶ Develop the request and response files ▶ Assist in developing Use Cases and testing requirements in collaboration with the business team ▶ Support business team with UAT ▶ Complete bug documentation and reporting
PCG Test Team	<ul style="list-style-type: none"> ▶ Prepare Test Plan ▶ Manage setting up testing environment and testing data ▶ Monitor and manage testing integrity and support testing activities ▶ Coordinate activities across all developers and business team ▶ Develop test cases and testing requirements in collaboration with the developer ▶ Prepare test case and test scenarios in coordination with the developer and the business owner ▶ Execute test cases and test scripts ▶ Conduct unit, integration, and system testing ▶ Conduct regression testing ▶ Manage bug tracking and generating bug reports
PCG Business Team	<ul style="list-style-type: none"> ▶ Monitor and manage testing integrity and support testing activities ▶ Coordinate activities across all developers, business team, business owner, and operational team ▶ Develop test cases and testing requirements in collaboration with the developer ▶ Execute test cases ▶ Support UAT ▶ Conduct or support retesting

Figure 12.0: PCG's Role in the Testing Process.

Test Management

All the test results and bugs will be documented against the test cases and stored in TFS. Every bug entered into TFS is associated with a Test Case Task and corresponding User Story. Developers fix the bugs based

on the severity and priority of the defect. A Bug Estimation Report is generated after every sprint through a quality assurance check.

PCG uses Bug Priority fields to establish the order in which a bug should be resolved. The priority status is set by the Tester to help the Developer determine the time frame to fix the bug, as dictated by business needs and requirements. Bug Priority levels are defined as outlined in the following table.

Priority	Level	Description
1	Production Blocker	The bug must be fixed immediately. It is affecting the application severely. The system cannot be used until the fix has been completed.
2	High	Major system component unusable due to failure or incorrect functionality. Need to fix as soon as possible.
3	Medium	Incorrect functionality of component or process, workaround available.
4	Low	Cosmetic or other non-functional defect. It is not an important issue, at this time, and does not require immediate action. The bug is fixed after all higher priority bugs are fixed.

Figure 13.0: PCG maintains a proven, stress-tested approach to testing and validating system functionality.

Bug Reporting

PCG’s testing team will produce a Readiness Release report at the end of each Sprint/Iteration cycle. The report will include what all testing was performed and overall summary of test results, defects recorded, and test coverage.

PCG also maintains a bug reporting policy with the following objectives:

- ▶ Streamline proper channel of communication for addressing the bug
- ▶ Help streamline change request process
- ▶ Prioritizing and assigning bugs appropriately
- ▶ Communicating the complexity to complete the ‘fix’ through proper channel

When a bug is identified during testing, an entry is created in TFS and it is assigned to the developer. After the issue is resolved, it is assigned back to the Test Team, which runs a regression test. Following successful passage, the issue is closed.

After every regular build, TFS generates a Bug Progress report in Excel and graphical format. An overall Bug Estimation report is generated at the end of every sprint.

Entry and Exit Criteria

This list includes PCG’s entry criteria that determines when testing should begin:

- ▶ Test Plan is approved.
- ▶ Test Environment has been set up with infrastructure in place to support fail over and recovery.

- ▶ Proper access has been granted to all testing resources for the environments being utilized for the testing effort.
- ▶ Test resources are available.
- ▶ Test data has been created.
- ▶ Unit testing of modules has been completed.
- ▶ Code is deployed to appropriate tier.
- ▶ Open/Known issues shared with the testing team.
- ▶ Test cases have been created.
- ▶ True Foundation Server (TFS) is available and ready for use.
- ▶ All required test harnesses/tools are ready.

This list includes PCG's exit criteria that determines when acceptance testing should end:

- ▶ All designated Test Cases have been executed.
- ▶ Positive and Negative test cases have been done for each Test Step.
- ▶ All bugs identified are logged in TFS.
- ▶ All Severity 1, 2 and 3 bugs are resolved, tested and signed-off.
- ▶ All Severity 4 bugs not closed will be reviewed by the Product Owner, and any other relevant staff, for severity to determine whether to defer to backlog or fix in current release.

Testing Suspension and Resumption Criteria

This list defines PCG's criteria that will determine if testing should be suspending or resumed:

If any Fatal/Critical priority defects are identified in any application module which causes the testing to halt in that module, for example:

- ▶ The pre-defined level of test objectives and goals are not met
- ▶ Critical scope change that affects the project continuance
- ▶ Requirements or Business priorities are changed

Testing will not be suspended for minor or cosmetic defects; however, if the business team or Project Manager determines that the number of minor issues are too high, then they can suspend the testing.

PCG relies on the following criteria to determine when testing should be resumed after it has been suspended:

- ▶ The defects are fixed and deployed in the testing environment
- ▶ Development fix helps reach the pre-defined level of the test objectives and goals
- ▶ If the change requirements are ready to test
- ▶ If the scope or business priority changes are deployed in the testing environment

PCG will submit our Test Plan to the State for review and approval prior to initiating any testing. PCG will keep this plan up to date throughout the engagement.

Readiness Assessment

PCG's PCG Project Manager, working in concert with the PCG's technical leads, will oversee the process of the readiness assessment. PCG's Project Manager or technical leads will perform the assessment by

completing the assessment checklists which are described later in this section. Depending upon the item in the checklist, the Project Manager, or designee, may perform one or more of the following activities:

1. Attend testing sessions - observe the testing results directly
2. Attend meetings – may include development meetings, training sessions, and other meetings as appropriate
3. Review appropriate documentation or artifacts – may include requirements, test plans, test results, training material, communications, etc.
4. Interview – meet with appropriate stakeholders, including end users

The individual performing the assessment will compile the necessary back-up documentation to support the disposition of the checklist item. This documentation will then be utilized to support the readiness review presentation.

The final assessment will be compiled and presented to DHHR stakeholders in preparation for their approval to release the project into production. A sample agenda for this presentation/meeting would include:

Agenda Item	Description
<i>Business Background of System</i>	<ul style="list-style-type: none"> ▶ Describe the business purpose of the system, the requirements, and or functions that is being fulfilled. ▶ Describe the technology being implemented along with any tools or software being leveraged ▶ Describe the number and types of users supported
<i>Scope of Release</i>	<ul style="list-style-type: none"> ▶ Describe the scope of the release that is being implemented ▶ Describe any technology changes being implemented
<i>Schedule Overview</i>	<ul style="list-style-type: none"> ▶ Review the schedule of the project, including any tasks outstanding to support the release
<i>Review of Open Risks</i>	<ul style="list-style-type: none"> ▶ List the outstanding risks and describe the mitigation strategy for each
<i>Testing Activities</i>	<ul style="list-style-type: none"> ▶ Describing the test phases utilized ▶ Provide status of each test phase
<i>Test Results Summary</i>	<ul style="list-style-type: none"> ▶ For each test phase, provide metrics on the test cases executed, defects identified, resolved, and remain
<i>Test Results</i>	<ul style="list-style-type: none"> ▶ Details on each test phase, highlighting any open defects
<i>Host / Data Center</i>	<ul style="list-style-type: none"> ▶ Describe the host site readiness or actions needed to obtain readiness
<i>Security and Privacy</i>	<ul style="list-style-type: none"> ▶ Describe any security or privacy actions taken regarding this release
<i>End User Support and Communication</i>	<ul style="list-style-type: none"> ▶ Describe actions taken, or needed, to communicate release to the end users

Agenda Item	Description
Meeting Closure	▶ Obtain formal sign-off

Figure 14.0: Sample Readiness Review Presentation Agenda

During PCG's readiness assessment process, PCG will also collect data with the aid of checklists, of which we have provided examples below. These checklists will allow for the confirmation of activities or for the compilation of data to support the confirmation. For example, one checklist item is whether or not the requirements are documented. This item can be attested to as being completed, or it could be delivered to validate that the requirements are in fact documented. The approach in these instances will be to confirm that the documentation exists rather than collect, thereby duplicating, the documentation.

Because the readiness assessment is being looked at in the context of both the system and the organization, there are two checklists, one focused on each aspect of readiness, as follows:

Assessment ID	Application/System Assessment	Completed
1	Are system/business requirements documented?	✓
2	Have business requirements been reviewed and approved by the designated approvers?	✓
3	Has the user interface design been reviewed and approved by the designated approvers?	✓
4	Is there a traceability between requirements, design, and testing?	✓
5	Do test planning documents that describe the overall planning efforts and test approach exist?	✓
6	Is testing, as specified in the test planning documents, complete?	✓
7	Are test results documented?	✓
8	Is product free of major defects?	✓
9	Have all remaining defects been documented?	✓
10	Is product acceptance sign-off (e.g., User Acceptance) complete?	✓
11	Is the product in compliance with documented security standards?	✓
12	Have security activities been implemented or completed?	✓
13	Have planned data creation/conversion activities been executed, or are they on schedule to be completed as planned?	✓
14	Are activities to enable the operation and maintenance of the product on schedule to be completed as planned?	✓
15	Have data center or hosting environment preparation activities been completed?	✓
16	Have all license agreements and/or Memorandums of Understanding (MOU's) been completed (data sources, software licenses, etc.)?	✓

Assessment ID	Application/System Assessment	Completed
17	Is the production environment staged and prepared for release of the product for operational use or to be completed as planned?	✓
18	Has the performance of the system been baselined?	✓

Figure 15.0: Applications/System Assessment Checklist

Assessment ID	Organizational Assessment	Completed
1	Have all stakeholders been informed and continually communicated with regarding the defined vision and strategy?	✓
2	Have multiple communication methods been utilized to keep stakeholders informed?	✓
3	Has the messaging been clear, concise and consistent regarding the project or release?	✓
4	Are there mechanisms in place to identify any lapses in communication?	✓
5	Are project and change management teams tracking progress and are able to resolve related issues through project management processes?	✓
6	Are related projects/team coordinated to facilitate a controlled release?	✓
7	Have contingency/rollback processes been established in case of aborted release?	✓
8	Has an assessment to user impact been performed to identify any necessary training?	✓
9	Have planned training activities been executed, or are they on schedule to be completed as planned?	✓
10	Are documents to be produced for the purpose of aiding in support or use of the product complete, published, and distributed, or are they on schedule to be completed, published, and distributed prior to deployment?	✓
11	Are transition to support activities complete, or are they on schedule to be completed as planned?	✓
12	Are activities for notifying stakeholders of the release on schedule to be completed as planned?	✓
13	Are policy changes in affect or scheduled to be in place as planned?	✓

Figure 16.0: Organizational Assessment Checklist

Working with DHHR, these checklists will be filled out and confirmed with key stakeholders, such as the Project Manager, in addition to other stakeholders identified by DHHR. The first checklist above, the

Application/System Assessment Checklist, focuses on the system and therefore will be assessed with DHHR IT, while the second checklist, Organizational Assessment Checklist, will need to be assessed with the business and operational teams at DHHR.

PCG will initialize the checklist and, where appropriate, work with the applicable stakeholder to complete the given checklist item. For example, coordination with DHHR IT is necessary to confirm and validate connectivity between hosts and in many testing activities. Additionally, coordination with the user community will be requisite to determine if communication has been adequate. In either case, the appropriate checklist items will be completed in an interview, meeting and/or possibly a walkthrough, as needed.

Finally, PCG agrees to submit an updated Acceptance Testing Plan to DHHR within thirty (30) calendar days of the contract effective date. PCG will also submit the Acceptance Test Summary Report within ten (10) calendar days after acceptance testing is complete.

Further, PCG also agrees to support DHHR in performing unit, integration, system, and UAT tests and to perform system compatibility and/or service continuity testing, upon request.



2.3 Support for Multiple Programs



2.3 Support for Multiple Programs

4.1.2.1 In addition to the requirements listed in this Request for Quotation (RFQ), the Vendor must have the ability to provide future Asset Verification System (AVS) for additional programs requested by the Agency. The Vendor will produce a capacity analysis report that will describe the Vendor's ability to support additional programs.

PCG's AVS can be leveraged on day one (1) to support verifications for an unlimited number of public assistance programs. PCG's AVS is housed and maintained within a virtual private cloud (VPC) on Amazon Web Services (AWS). PCG leverages the AWS CloudWatch solution to monitor the performance of our AVS twenty-four (24) hours per day, seven (7) days per week and alerts PCG in real-time to any degradation of performance. PCG supplements this solution with proprietary monitoring tools which evaluate and report on system performance and availability every fifteen (15) to sixty (60) seconds, twenty-four (24) hours per day, seven (7) days per week. This solution monitors interface and server availability, usage, performance, and latency to detect any anomalous scenarios representing a potential issue in availability or performance.

The combination of each of these factors supports our ability to ensure our AVS is available twenty-four (24) hours per day, seven (7) days per week, regardless of the volume of AVS requests being submitted at any given time.

PCG doesn't stop there, however, as we take several additional steps to ensure the availability of our AVS, including:

- ▶ PCG leverages a second, separate server on AWS Elastic Compute Cloud (AWS EC2) to perform seamless, otherwise resource intensive, ETL processing.
- ▶ PCG leverages an AWS Aurora MYSQL database, which is a scalable, relational data store for transactional systems.
- ▶ PCG leverages the AWS Simple Queuing Service (SQS) and an independent AWS lambda that interfaces with a No-SQL database (AWS DynamoDB) to perform resource intensive AVS processing.
- ▶ PCG leverages AWS Auto Scale to automatically increase system bandwidth during peak utilization and processing times.

Each of the tools and technologies referenced above, combined with our five (5) year track record of 99.99% availability across all of our agency AVS clients, allow us to confidently confirm that PCG's AVS can support any volume of DHHR AVS requests across an unlimited number of public assistance programs – on day one.

Finally, PCG's AVS is fully configurable, allowing us to instantly compare the results against the program criteria specific to each of your clients across every configured public assistance program. This value-adding data is optional and can be available within PCG's AVS response calls, upon request.

4.1.2.2 The Vendor must support the Agency in meeting the Centers for Medicare & Medicaid (CMS) requirement to promote sharing, leverage, and reuse of Medicaid technologies and systems.

Simply put, West Virginia would be the beneficiary of the sharing, leverage, and reuse of PCG's AVS technology, as each of the unique PCG enhancements we are proposing here were previously developed on behalf of one (1) or more of the other twenty-seven states for whom PCG primes Medicaid asset verification engagements.

These unique solutions leveraging innovation and best practices realized in other states include:

- ▶ **Searched FI List** – PCG also now offers DHHR a nightly batch file that identifies all FIs which were queried by Accuity within 24-48 hours of the initial request. This will allow your eligibility workers to submit additional, direct requests (per the previous bullet point) to any specific FIs who were not included in either the local or national search.
- ▶ **Additional, Value-Adding Data** – PCG is also proposing to enhance your AVS with the inclusion of property, aircraft, and watercraft data from LexisNexis, motor vehicle data from TransUnion, and motor vehicle valuation data from J.D. Power & Associates; each of which will further support the State's ability to make accurate resource-based eligibility decisions.
- ▶ **More Comprehensive Asset Searches** – As a no-cost enhancement, PCG is also expanding our national bank search to include up to 32 financial institutions (FIs), more than doubling the number that was previously available (national search previously included 13 FIs). These newly added FIs are regionally significant and will typically respond to asset verification requests within 24 hours. Additionally, because these FIs have been added to the national account search, if no accounts are found, they will not be included in the local financial institution search portion of the detection process, thus allowing the local geographic search to focus on FIs with a higher probability of holding account information for the benefits applicant.
- ▶ **AVS Analytics** – PCG's AVS also includes optional, automated analytics which instantly flag potentially disqualifying criteria including: (1) countable assets exceeding program limits; (2) significant decreases in client accounts in the 12 months prior to application; (3) properties sold for less than fair market value; (4) anomalous vehicle ownership; and (5) configurable risk scoring.
- ▶ **AIVS Multiplexer** – PCG's AIVS Multiplexer service will allow DHHR to integrate a single interface into your eligibility system to generate requests and receive responses from each data source within a single response call. Absent this functionality, DHHR would be required to integrate each data source into your eligibility system separately, at least tripling your IT resource requirements.

Because PCG is currently working with thirty-three (33) states on eligibility data services engagements, PCG will continue to leverage innovations and advancements realized in other states to improve DHHR's system and service.



2.4 Electronic Submission



2.4 Electronic Submission

4.1.3.1 Asset Verification System (AVS) must integrate with the current eligibility enrollment system as defined by the Agency and provide electronic response and request. The Vendor response and request cannot be paper based in any way. Additional information can be found at the following link: https://www.ssa.gov/OP_Home/ssact/title19/1940.htm

Unlike other respondents, PCG's AVS has been thoroughly vetted dozens of times by CMS and our agency clients and we have consistently complied with Section 1940 of the Social Security Act in the delivery of our services, as follows:

- ▶ **Request and response system must be electronic:** PCG's AVS is an electronic system which connects our agency customers to financial, property, and motor vehicle data via either batch, web services calls, and/or via our stand-alone, electronic web application.
- ▶ **System must be secure based on recognized industry standards:** PCG's AVS complies with NIST 800-53, MARS 2.0, ISO 27001, and more information security standards and requirements. Additionally, our service adheres to The Financial Modernization Act of 1999 (Gramm-Leach Bliley), Privacy Act of 1974, Computer Security Act of 1987, OMB Circular A-130, Health Insurance Portability and Accountability Act of 1996, Fair Credit Reporting Act, Federal Information Security Management Act, the Americans with Disabilities Act, HITECH Act, and more.
- ▶ **Must establish and maintain a database of financial institutions to participate:** For the 31st time, PCG has partnered with Accuity on AVS and over the past decade we have established and retained what is – by a wide margin – the largest network of financial institutions in the United States today. Accuity's network of financial institutions includes 90 percent of the depository financial institutions in the United States.
- ▶ **Requests must also be sent to FIs other than those identified by the applicant:** PCG's AVS allows our clients to access not only those financial institutions known to the them, but also sends every AVS request to all of the nation's largest financial institutions, as well as additional financial institutions located within geographic proximity of the applicant's address. Further, PCG's AVS allows the agency to submit requests to any specific financial institution, as well.
- ▶ **Responses must include information on both open and closed accounts going back for a period of up to 5 years:** PCG not only provides 60 months of account balances in our responses from more than 99 percent of banks, we can also provide up to 12 additional months of account balances which may be necessary for those requests which are sent to PCG more than 1 month after application.
- ▶ **AVS must provide evidence that the search was completed even if no assets are located:** PCG's AVS identifies requests resulting in both a balance and requests resulting in no accounts being found. All request details are stored within AWS and PCG can make these details available, upon request.

PCG also utilizes Accuity's Geographic Undisclosed Account Radial Detection component, or GUARD, as the mechanism that determines logic by which asset verification requests are to be distributed to local and regional FIs. This geographic search algorithm was developed in concert with the Social Security Administration in support of their SSI AVS program and has been regularly refined over the last decade to more accurately target the local FIs most likely to maintain Medicaid client accounts.

Finally, Accuity constantly works with financial institutions to recruit them from manual response methods such as mail or fax to more automated response methods like API, batch, or web-based submissions. As a result of these efforts, Accuity's regional FI network of more than 45,000 FIs includes just 3.1 percent of these FIs who still return AVS responses by fax or mail. This number will continue to decline as the project matures and Accuity continues to reduce the number of FIs participating manually in the service.

Specifically, the PCG-Accuity team will continue to work with all of the FIs in West Virginia and contiguous states to ensure successful participation in the State of West Virginia's AVS program, as follows:

- ▶ Continue to maintain a centralized processing workflow for all branch and subsidiary locations associated with the FIs or processing centers.
- ▶ Continue to maintain relationships with FI decision-makers and primary/secondary contacts to expeditiously solve problems during ongoing operations.
- ▶ Continue to encourage FI conversion to more expeditious response methods, including web, batch, and API-based response mechanisms.
- ▶ Continue the use of automated outreach in the event of an overdue request and/or a pattern of late responses.
- ▶ Continue to review FI procedures for accessing asset verification requests and for submitting asset verification responses, as needed.
- ▶ Continue to encourage FI participation via the head office or processing center, rather than via individual branches.

The success of PCG's AVS FI outreach and engagement activities across the country is undeniable when you consider that PCG has worked diligently with Accuity since 2013 to improve the speed of FI responses by transitioning thousands of FIs away from manual request and response processing methods in favor of fast, more automated electronic methods. PCG will continue to work with Accuity to realize additional improvements in the coming years, further enhancing what is already easily the country's most comprehensive FI network.

PCG has included ***Accuity's Regional FI Network*** as ***Appendix 1*** of this proposal.

4.1.3.2 Verification inquiries must be received and sent through a secure application program interface (API) or secured file transfer protocol (SFTP).

4.1.3.3 The Vendor must manage all requests and responses for resource verification through the Asset Verification System (AVS), which will be routed through the current eligibility enrollment system. The Vendor must support the integration of the AVS with those entities, as determined by the Agency.

4.1.3.3 The Vendor must manage all requests and responses for resource verification through the Asset Verification System (AVS), which will be routed through the current eligibility enrollment system. The Vendor must support the integration of the AVS with those entities, as determined by the Agency.

There are two primary mechanisms by which DHHR can submit requests for asset verification to PCG for processing. PCG’s other AVS clients typically submit application requests on the day of application and renewal requests 30 days prior to each client’s renewal date.

- ▶ **SFTP Batch File Transfer:** PCG’s AVS allows our clients to utilize a batch transfer to securely transfer files containing AVS requests to an SFTP server via either flat file or XML batch transfer on a real-time, nightly, weekly, monthly, and/or ad-hoc basis. PCG works with our clients to create business rules to allow you to select and batch all new, applicable applications and/or renewals for transmission. Request data can either be pulled by PCG from the agency’s SFTP server, or the agency can deliver it to an SFTP server hosted by PCG.
- ▶ **API:** Another primary mechanism for submitting AVS requests is via real-time web services calls. PCG hosts the AVS request service and will provide our agency clients with an industry standard WSDL to allow you to create interfaces within your eligibility system to submit real-time requests and receive request acknowledgments and error messaging.

Alternatively, PCG also offers DHHR a partial integration option which limits IT resource expenditures, allows your workers to access PCG’s results, within your network, via a click-into screen in your eligibility system. Specifically, PCG can post encrypted data to a PCG provided URL which will use an authentication token from the State to validate the user, processes the request, and return our results in an HTML report which is accessible to your workers from within your eligibility system (even though PCG is hosting the report).

This integration option will allow the Agency to most easily access our service without the time and effort required to fully implement it into your eligibility system, as is illustrated in the graphic below.

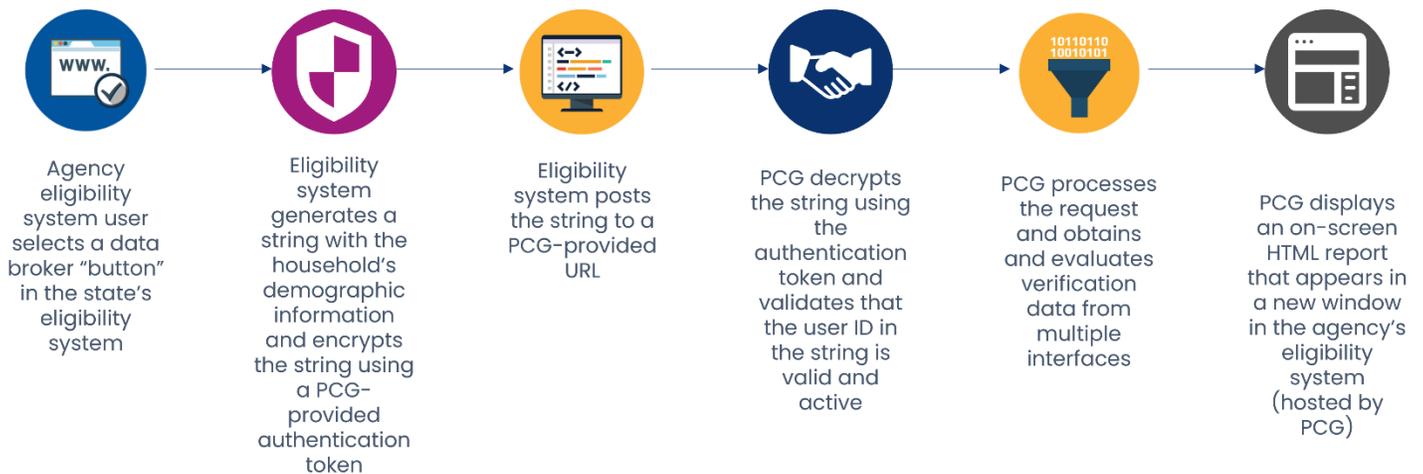


Figure 17.0: PCG can nearly eliminate the agency’s effort associated with implementing access to our AVS.

4.1.3.4 The Asset Verification System (AVS) will support asset verification of a member, applicant, spouse, and/or parent of applicants/members under the age of 18, as applicable, across a period (look-back period) specified by the Agency. Additional information can be found at the following link: <https://dhr.wv.gov/bfa/policyplans/Pages/Income-Maintenance-Manual.aspx>

PCG's AVS is completely configurable at the push of a button to allow our agency clients to update the look-back periods associated with any type of request (e.g., by program, by application vs. renewal, etc.) at the push of a button. PCG's AVS Configurator Allows for instantaneous updates to the business rules governing our system, including look-back periods of account balances being requested from financial institutions, as illustrated in the following screenshot.

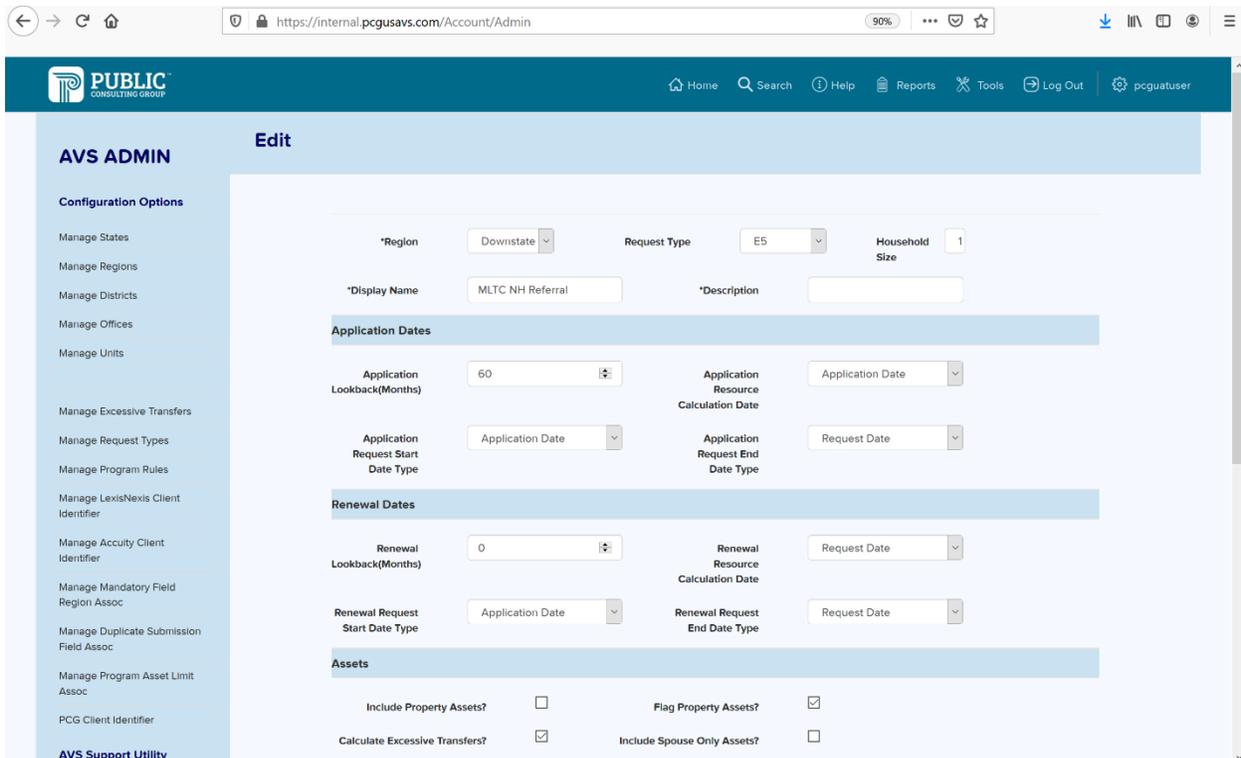


Figure 18.0: PCG's AVS is truly configurable and nearly all business rules can be updated at the push of a button within our Configurator.



2.5 West Virginia-to- Vendor Asset Verification Request

2.5 West Virginia-to-Vendor Asset Verification Request

4.1.4.1 The Vendor must implement the capability of receiving electronic asset verification requests from the current eligibility enrollment system as defined during the design development and implementation (DDI) process. The Vendor must accommodate such requests across data exchange formats as prescribed by the Agency (i.e., XML, CSV, Excel, PDF, TXT, JPEG, HTML, or equal).

As previously articulated in the prior section, PCG's AVS accommodates batch, API, and on-screen HTML requests. In the event DHHR requires CSV or Excel-based requests, PCG agrees to accommodate these formats, as well.

AVS request calls should include a unique request ID, the client's demographic information, as well as the demographic information of their spouse, including name, Social Security Number, address, date of birth, client ID, case ID, and application date.

In the event DHHR would like PCG to automatically compare discovered assets to a client's asset limit, PCG also requests that DHHR provide the program code and household size to allow PCG to configure our system to perform automated calculations comparing each client's discovered assets to their respective asset limits.

4.1.4.2 The Vendor must manage requests that contain multiple requests for verification for distinct individuals (i.e., bundling or batching).

As detailed in **section 2.2** of this proposal, PCG's API will allow DHHR to bundle and submit one or more cases and/or clients in a single request. PCG's API will also provide the following, additional benefits to the State:

- ✓ Each client can be associated with multiple assistance programs, allowing PCG to compare resources and/or income with client-specific eligibility criteria across multiple programs.
- ✓ Including known bank accounts and/or employers is not required, but it would allow PCG to instantly flag unknown accounts, income, and/or employment.
- ✓ Accommodates both standard AVS requests, as well as AVS verification requests (i.e., requests directed at a single financial institution).
- ✓ Is compatible with the optional Income Verification Service.
- ✓ Is the only request call DHHR would be required to implement, as it allows DHHR to select any one data service or all of the data services at the same time, within the same request.

PCG agrees to modify this schema, as directed by DHHR, in the event doing so would be advantageous to the State.

4.1.4.3 Transactions within the Asset Verification System (AVS) between the Agency and the Vendor will be conducted using secure encryption technology to help ensure protection of sensitive data. Upon receipt of a request, the AVS must return a response code or message indicating successful or non-successful receipt of the request.



PCG recognizes that having a robust security program is critical in minimizing the impact of threats inherent in today's workplace and computing environments. We are committed to maintaining a healthy process of periodic audit and review of our program to assure that we are accomplishing our, and our clients', goals and objectives in protecting sensitive data and to assure that we evolve and adapt to address an ever-changing environment and threat landscape over time.

At the outset of any project, PCG defines and establishes both physical and electronic internal controls and quality assurance protocols to ensure each type of data is appropriately protected in accordance with state and Federal policy, industry standards, and based on national best practices.

PCG is a MARS-E 2.0–compliant firm governed by annual SOC2 Type II audits and corporate information security controls based on NIST 800-53 v.4 standards. PCG manages sensitive PII and/or PHI across more than 1,000 active agency projects. For over 35 years, we have succeeded in ensuring the security of our clients' sensitive data. As a hosted solution provider, PCG acknowledges and accepts that it is incumbent on every service provider to enable proper protection and control for the management and safekeeping of our data, and particularly for the data that we are entrusted to store on behalf of our clients.

PCG takes necessary steps to:

- ▶ Ensure appropriate protections and controls are developed and followed.
- ▶ Apply appropriate standards such as those outlined in NIST 800-53, MARS 2.0, ISO 27001, FedRamp, etc.
- ▶ Comply with pertinent regulations (e.g., HIPAA, FERPA, FIPS 140-2, FISMA, MARS-E, etc.) governing the access to protected data.

PCG is evaluated at least annually by a third-party audit firm in good standing to validate the effectiveness of our security and compliance posture and all solutions in place. These evaluations compare PCG's security and compliance policies and standards to its operational effectiveness to validate that documented actions are being performed as required. Additionally, the evaluations determine whether PCG is aligned with various assessment frameworks, such as SOC1 and SOC2. On an annual basis, PCG receives a SOC2 Type II attestation from a certified auditing firm in good standing, Alexander Aronson Finning CPAs (AAFCPAs). PCG maintains records of these attestations on file for review.

PCG confirms that we have implemented security controls in accordance with all Federal and State policy and regulations, and we agree to comply with all State of West Virginia information security policies and procedures.

Protecting and controlling access to sensitive data, including encryption of Protected Health Information (PHI) and Personally Identifiable Information (PII), while at rest and in transit is achieved through a combination of infrastructure and system components, including:

Amazon Virtual Private Cloud (Amazon VPC)

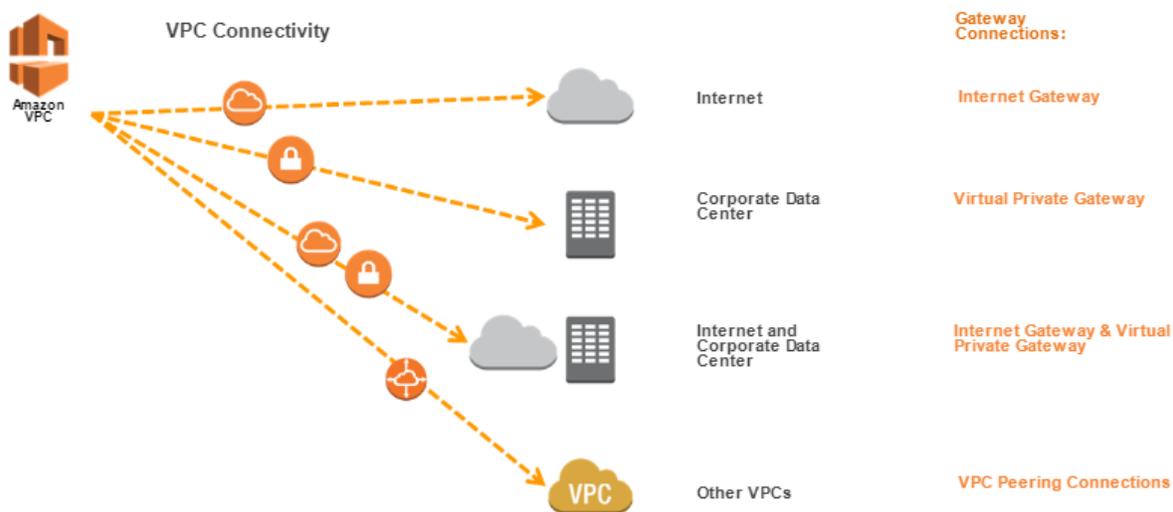


Figure 21.0: PCG protects all client data in our AWS virtual private cloud.

- ▶ **AWS Hosting Architecture** – PCG’s AVS is hosted in a custom-configured AWS Virtual Private Cloud (VPC), which is essentially a private virtual network. This allows our PCG Systems Operations (Sys Ops) group to configure controlled inbound and outbound access from public and private subnets. Any VPN connections from the VPC to other PCG or client networks are going to be encrypted. AWS allows PCG to log, monitor, and retain storage API call activities for auditing, copies data across a minimum of three AWS facilities, supports three forms of encryption, and adheres to security standards and certifications, including SEC Rule 17a-4, PCI-DSS, HIPAA/HITECH, FedRAMP, EU Data Protection Directive, FISMA, FIPS 140-2, and more. Additionally, the AWS CloudTrail product logs, continuously monitors, and retains all account activity and actions across PCG’s cloud-based data warehouse. CloudTrail maintains event history of all actions taken and analyzes these actions to support troubleshooting, compliance assurance, and operational auditing.
- ▶ **Identity and Access Management (IAM)** in AWS provides PCG with the ability to define roles for sharing access and restricting privileged access to processes and relational data instances. Web Application Firewall (WAF) allows PCG to block or allow network traffic to the application and define custom rules (SQL injection, customized application, etc.).
- ▶ **Application Programming Interface** – System-to-system data exchange in real-time will utilize SOAP or RESTful API modules where PCG will configure an API to ‘handshake’ with PCG’s Service. For this type of data exchange, PCG employs Web Services which utilize the HTTPS Internet transfer protocol to enforce encryption throughout the transmission. All access to the PCG API modules will begin with an authentication



phase utilizing Oauth2 protocol. Multi-factor authentication, where two or more pieces of evidence are used to determine the requester, will also be employed.

- ▶ **Secure File Transfer Protocol (SFTP)** – Data that is exchanged to and from PCG and authorized DHHR connections may utilize SFTP servers which are configured with Secure Shell Protocol (SSH) to establish a secure connection. SSH utilizes public key encryption to provide strong user authentication and secure encrypted communications (data in transit) over the Internet. PCG SFTP servers employ an advanced encryption standard (AES) referred to as AES 256 which utilizes SSL/TLS across the Internet.
- ▶ **File Storage / S3 Buckets / Glacier Storage** – The file repositories for where files, images, spreadsheets, and other file artifacts will reside in the AWS MS VPC provides several ways of securing at rest data. Among those are KMS – managed encryption keys, an S3 Encryption Client – a client encryption library to encrypt data before it is uploaded to an S3 storage location, and S3 server-side encryption (SSE) keys.
- ▶ **MySQL Database** – PCG utilizes AWS Aurora RDS (MySQL). The database store data in encrypted format, at rest. Data, to and from, the applications (API, batch, etc.) is encrypted with TLS1.2, while in transit. PCG considers all individually identifiable health information as it relates to HIPAA covered entities to be sensitive and to warrant encryption in database (while at rest) and in transit.

Confidential data in PCG’s custody is encrypted while it is at rest, including data stored on workstations and desktops, removable media, and backups. It is also encrypted when in motion over untrusted networks, including data traveling via internet or non-PCG managed/unprotected networks. PCG employs encryption in its e-mail system to ensure outbound e-mails containing confidential information are appropriately secured. PCG’s encryption standards include the following:

Specifications for Encryption	
Data at Rest	<ul style="list-style-type: none"> ▶ PCG’s encryption solution for data at rest is fault-tolerant across data centers. ▶ All sensitive data is encrypted with at least Advanced Encryption Standard (AES) 256-bit strength encryption. ▶ Data encryption keys are centrally secured and managed. Key management procedures must be created in accordance with the Key Management Standard.
Data in Motion	
Web Services	Web services that host or access sensitive data use secure protocols including HTTPS, FTP-SSL, Secure-FTP. Web services that host or access sensitive information use TLS 1.2 based encryption. SSL 2.0, SSL3.0, Telnet, or SSH v1 shall not be used.
IPsec	IPsec ESP parameters are used wherever IPsec protocol is required; IPsec AH is not used. <ul style="list-style-type: none"> ▶ Encryption AES-256 or better. ▶ Integrity: SHA-256 or better. ▶ Authentication: DH-2048 or better, or ECDH-256. ▶ DES or 3DES based encryptions will not be used.
E-mail	▶ PCG utilizes TLS 1.2 based encryption to encrypt access to e-mails that contain confidential information.

	<ul style="list-style-type: none"> ▶ ZixMail e-mail encryption is used to secure outbound e-mails containing confidential data. Invoking the outbound e-mail encryption is done by entering “SECUREMAIL” or “SECUREEMAIL” in the subject line. <ul style="list-style-type: none"> ○ Best Practice: DLP is integrated with outbound e-mail process to use DLP scanning for e-mails that may have not been flagged for encryption and forcing those through ZixMail.
Activity Logs	<ul style="list-style-type: none"> ▶ Activity logs related to the encryption or decryption of files are collected and forwarded to Alert Logic for retention and analysis.

Figure 19.0: PCG protects all sensitive data in transit and at rest.

PCG automatically provides an acknowledgment confirming whether a request was successfully received in response to any agency AVS request, as follows:

Field Name	Validation Code	Validation Description
1	AVSId	STRING
1	TransactionID	INT
1	CaseNumber	STRING(35)
1	ClientId	STRING(10)
1	Success	Boolean
1	Errors	Array
2	ErrorCode	STRING(10)
2	Description	STRING(500)
1	RequestAcknowledgements	Array
2	CIN	String
2	RequestID	String
2	ErrorCode	STRING(10)
2	Description	STRING(500)

Figure 20.0: PCG request acknowledgments.



2.6 Vendor-to-Financial Institution Communication Request

2.6 Vendor-to-Financial Institution Communication Request

4.1.5.1 The technologies and processes selected for communication between the Vendor and financial institutions must be selected and implemented with the following requirements:

4.1.5.1.1 Compliance with current and future federal, state, and local regulations related to the financial industry and consumer information. Additional information can be found at the following links:

- *eCFR: 12 CFR Part 332- Privacy of Consumer Financial Information:*
<https://www.ecfr.gov/current/title-12/Chapter-III/subchapter-B/part-332>
- *Federal Deposit Insurance Act:*
<https://www.fdic.gov/regulations/laws/rules/index.html>

PCG's proposed AVS is operational in twenty-seven (27) states and fully complies with all federal and state regulations related to consumer financial information protections, including 12 CFR Part 332, the Federal Deposit Insurance Act, and the Fair Credit Reporting Act (FCRA).

First, when consumers apply for Medicaid, they “give (my) permission for any financial institution... to give any information to an employee of the Department which would have to do with my receiving assistance...” This, and other authorizations found on DHHR's Medicaid application, authorizes financial institutions to release account information to the agency for the purposes of eligibility verification. This authorization is at the heart of our compliance with each of these statutes as it legally allows the agency – via PCG – to verify the assets maintained by public assistance applicants and members.

Second, PCG works with our HHS clients to obtain authorization from non-applying spouses to access asset information on them, as well. PCG can work with DHHR to execute this if a process doesn't exist today.

Third, PCG only uses client account information for the permissible purpose in which it was intended – the verification of assets supporting the determination of public assistance eligibility – ensuring that we are in full compliance with non-disclosure and opt-out criteria found in each of these statutes.

Fourth, PCG's data providers each maintain a consumer dispute resolution help desk, which allows DHHR clients to dispute information provided by any of our FCRA data sources. PCG understands and complies with each public assistance clients' right to obtain their data file and right to dispute any inaccurate information. PCG provides dispute intake, dispute documentation, dispute communication with third-party data providers, and dispute resolution solutions, which are accessible to all of your public assistance clients.

4.1.5.1.2 Implementation of secure technologies and processes to protect the sensitive financial information being exchanged;

As articulated previously, confidential data in PCG's custody is encrypted while it is at rest, including data stored on workstations and desktops, removable media, and backups. It is also encrypted when in motion

over untrusted networks, including data traveling via internet or non-PCG managed/unprotected networks. PCG employs encryption in its e-mail system to ensure outbound e-mails containing confidential information are appropriately secured. PCG’s encryption standards include the following:

Specifications for Encryption	
Data at Rest	<ul style="list-style-type: none"> ▶ PCG’s encryption solution for data at rest is fault-tolerant across data centers. ▶ All sensitive data is encrypted with at least Advanced Encryption Standard (AES) 256-bit strength encryption. ▶ Data encryption keys are centrally secured and managed. Key management procedures must be created in accordance with the Key Management Standard.
Data in Motion	
Web Services	Web services that host or access sensitive data use secure protocols including HTTPS, FTP-SSL, Secure-FTP. Web services that host or access sensitive information use TLS 1.2 based encryption. SSL 2.0, SSL3.0, Telnet, or SSH v1 shall not be used.
IPsec	<p>IPsec ESP parameters are used wherever IPsec protocol is required; IPsec AH is not used.</p> <ul style="list-style-type: none"> ▶ Encryption AES-256 or better. ▶ Integrity: SHA-256 or better. ▶ Authentication: DH-2048 or better, or ECDH-256. ▶ DES or 3DES based encryptions will not be used.
E-mail	<ul style="list-style-type: none"> ▶ PCG utilizes TLS 1.2 based encryption to encrypt access to e-mails that contain confidential information. ▶ ZixMail e-mail encryption is used to secure outbound e-mails containing confidential data. Invoking the outbound e-mail encryption is done by entering “SECUREMAIL” or “SECUREEMAIL” in the subject line. <ul style="list-style-type: none"> ○ Best Practice: DLP is integrated with outbound e-mail process to use DLP scanning for e-mails that may have not been flagged for encryption and forcing those through ZixMail.
Activity Logs	<ul style="list-style-type: none"> ▶ Activity logs related to the encryption or decryption of files are collected and forwarded to Alert Logic for retention and analysis.

Figure 21.0: PCG protects all sensitive data in transit and at rest.

4.1.5.1.3 Implementation of technologies encouraging participation of financial institutions in the Vendor network.

PCG’s AVS connects agencies with more than 90 percent of the FIs in the United States to verify asset ownership potentially impacting resource-based benefits eligibility. To successfully do so while encouraging the broadest FI participation and limiting FI responsibilities, the PCG-Accuity team have invested in multiple technical solutions designed to facilitate and encourage FI participation and faster response times.

First, Accuity has worked with financial institutions across the country to implement real-time connectivity via API. Once established, this connectivity allows Accuity to access client account information in real-time

while eliminating any work required by the financial institution to provide this information.

Second, Accuity has also worked with financial institutions across the country to implement nightly batch file exchanges. Once setup, these file exchanges allow FIs to forego the manual processing of Accuity requests and FI responses in support of AVS while also returning AVS results within 24-48 hours.

Third, Accuity developed a web portal for financial institutions which allows them to login to easily retrieve an organized list of requests, sort these requests by date and account holder, and fulfill these requests in minutes via uploading information and/or keying it in.

These tools are designed to support faster FI response times and any FIs in our AVS network not currently using these tools are regularly recruited to proceed with the adoption of one or more of these tools through regular outreach and engagement. PCG maintains and operates an ongoing AVS FI recruitment and training program focused on, first and foremost, transitioning FIs to more automated response methods, such as via automated API or batch processes. Automating FI responses also eliminates the potential for “human error” when banks respond to AVS requests while expediting FI response times.

In fact, PCG has included our West Virginia Regional AVS FI network as Appendix 1 of this proposal. The information in Appendix 1 captures not only the West Virginia branches participating (738 in total), but also the branches participating in the contiguous states of Kentucky, Maryland, Ohio, Pennsylvania, and Virginia (15,142 in total). Of the total participating national branches in the West Virginia region, just 3.1 percent of banks are responding to requests via mail or fax. This highlights the effectiveness of Accuity’s financial institution outreach and recruitment efforts.

4.1.5.2 Transactions within the Asset Verification System (AVS) between the Vendor and the financial institution will be conducted using secure encryption technology to help ensure protection of sensitive data.

All transactions between the PCG-Accuity team and financial institutions are governed by and in compliance with, NIST SP 800-53 rev. 5, ensuring that sensitive financial information is protected both at rest and in transit.

Specifically, the PCG-Accuity team leverages these controls to encrypt sensitive data, as follows:

- ▶ All sensitive and confidential data in Accuity’s custody encrypted while it is at rest when stored in/on:
 - Laptops, notebooks, and tablets with non-mobile operating systems
 - Desktops located outside of Accuity office space
 - Removable media (USB, SD cards)
 - Backups
 - Cloud storage
 - Desktops located within Accuity office space
 - Shared storage
 - Unstructured data repositories including documents, audio/video recordings, etc.

- Database fields or databases

- ▶ All sensitive and confidential data in Accuity's custody is encrypted when it is in motion over untrusted networks including, data traveling via:
 - Internet
 - Wi-Fi
 - Non-Accuity managed or unprotected networks
- ▶ Activity logs related to the encryption or decryption of files are collected and forwarded to Accuity's logging system for retention and analysis.

Additionally, Accuity maintains the following encryption specifications for data at rest:

- ▶ Encryption solutions for data at rest are fault-tolerant
- ▶ All sensitive and confidential data is encrypted with at least AES 256-bit strength encryption
- ▶ Data encryption keys are centrally secured and managed by the solution owner.
- ▶ Only secure Hash Algorithm #2 or better are used for x.509 certificates

Finally, Accuity also maintains the following encryption standards for data in motion:

- ▶ All Wi-Fi and wireless communication is encrypted
- ▶ Web services that host or access sensitive data use secure protocols
- ▶ Web services that host or access sensitive information use TLS 1.2
- ▶ Encryption employs AES-256 or better

For more than 30 years, Accuity has served as the Registrar for the American Bankers Association, developing a high trust reputation in the management of sensitive financial institution information.



2.7 Vendor-to-West Virginia Asset Verification Response

2.7 Vendor-to-West Virginia Asset Verification Response

4.1.6.1 Upon aggregation of the asset information from the various financial institutions, the Vendor must send a response file to the Agency containing the requested information and the format and method of delivery information. The format and method of delivery of the response file will be prescribed by the Agency (i.e., XML, CSV, Excel, PDF, TXT, JPEG, HTML, or equal).

PCG supports multiple response formats and agrees to work with DHHR to select the format that is right for you. PCG’s standard AVS API response XSD (in tabular format) for integrating AVS directly into a state system is as follows. PCG can modify this, as needed, upon request. PCG has provided the request file XSD in section 2.2 of this proposal.

Further, PCG agrees to work with DHHR to format response files in accordance with your specifications.

4.1.6.2 Response transactions within the Asset Verification System (AVS) between the Vendor and the Agency must be conducted using secure encryption technology to help ensure protection of sensitive data.

As articulated previously, confidential data in PCG’s custody is encrypted while it is at rest, including data stored on workstations and desktops, removable media, and backups. It is also encrypted when in motion over untrusted networks, including data traveling via internet or non-PCG managed/unprotected networks – regardless of whether it is coming from the agency to PCG or going from PCG to the agency. PCG’s encryption standards include the following:

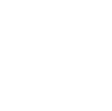
Specifications for Encryption	
Data at Rest	<ul style="list-style-type: none"> ▶ PCG’s encryption solution for data at rest is fault-tolerant across data centers. ▶ All sensitive data is encrypted with at least Advanced Encryption Standard (AES) 256-bit strength encryption. ▶ Data encryption keys are centrally secured and managed. Key management procedures must be created in accordance with the Key Management Standard.
Data in Motion	
Web Services	Web services that host or access sensitive data use secure protocols including HTTPS, FTP-SSL, Secure-FTP. Web services that host or access sensitive information use TLS 1.2 based encryption. SSL 2.0, SSL3.0, Telnet, or SSH v1 shall not be used.
IPsec	IPsec ESP parameters are used wherever IPsec protocol is required; IPsec AH is not used. <ul style="list-style-type: none"> ▶ Encryption AES-256 or better. ▶ Integrity: SHA-256 or better. ▶ Authentication: DH-2048 or better, or ECDH-256. ▶ DES or 3DES based encryptions will not be used.
E-mail	<ul style="list-style-type: none"> ▶ PCG utilizes TLS 1.2 based encryption to encrypt access to e-mails that contain confidential information.

	<ul style="list-style-type: none">▶ ZixMail e-mail encryption is used to secure outbound e-mails containing confidential data. Invoking the outbound e-mail encryption is done by entering “SECUREMAIL” or “SECUREEMAIL” in the subject line.<ul style="list-style-type: none">○ Best Practice: DLP is integrated with outbound e-mail process to use DLP scanning for e-mails that may have not been flagged for encryption and forcing those through ZixMail.
Activity Logs	<ul style="list-style-type: none">▶ Activity logs related to the encryption or decryption of files are collected and forwarded to Alert Logic for retention and analysis.

Figure 22.0: PCG protects all sensitive data in transit and at rest.



2.8 Financial Institution Network



2.8 Financial Institution Networks

4.1.7.1 The Vendor must establish and maintain a current network list and database which includes all financial institutions that participate in the State's Asset Verification System (AVS) and must provide an updated list on a quarterly basis within two (2) business days of Agency request. The list must be made accessible via web access and downloadable report.

PCG, through our data provider Accuity, already maintains and operates an AVS Financial Institution (FI) network that includes more than 90 percent of the FIs in the United States, including in West Virginia. Accuity's FI network allows for the only AVS data source which can provide financial account information from not just the nation's largest FIs, but also from the regional and local FIs your clients are most likely to bank with. Any other data provider will only provide the State with access to large, multi-national FIs. Only Accuity's AVS data will give the State access to smaller and/or local financial institutions, including credit unions.

A PCG AVS project award will result in the creation and maintenance of a SharePoint document repository, which PCG will use to organize and store all project management artifacts on DHHR's behalf. This ensures organization and appropriate version control throughout the project lifecycle while providing our agency clients with on-demand access to the most recent versions of key project artifacts. PCG will include our AVS FI Network spreadsheet on this site throughout the project and agrees to update this list at least monthly to ensure DHHR always has on-demand access to the most recent list of participating FIs.

As **Appendix 1** of this proposal, we have provided a list of our West Virginia Regional FI network.

4.1.7.2 The Vendor must add new financial institutions as needed.

PCG and Accuity provide ongoing recruitment activities encouraging FIs to participate in Accuity's FI network. In the event DHHR identifies a critical FI not currently participating in Accuity's network, PCG agrees to work with Accuity to recruit the FI into Accuity's AVS network, as directed by the State.

4.1.7.3 The financial institution network must maintain financial institutions located within the United States and territories.

Accuity's AVS FI network includes more than 77,000 financial institutions nationwide, all of whom reside within the United States and its territories.

4.1.7.4 Within thirty (30) calendar days of Contract award and within five (5) business days of Agency request, the Vendor must provide a letter of commitment from each participating financial institution. Each letter of commitment must indicate the level of access and communication agreed to by the

financial institution. The Vendor shall establish and maintain a working relationship with financial institutions and professional associations with which it is required to be in contact in the performance of the Contract.

PCG agrees to provide FI registration documents within thirty (30) calendar days of award and within five (5) business days of any request.

Further, PCG and Accuity initiate several activities prior to going live with AVS services to ensure financial institutions are aware of and comfortable with forthcoming AVS activities. In one state, PCG met with the heads of the state bankers' association and credit union association to answer questions and address any concerns they had. In another state, PCG and Accuity sent out co-branded introductory letters announcing the program, which included an introduction from our agency client attesting to the legitimacy of the program. Lastly, Accuity operates a financial institution customer service center and training program, each of which ensure financial institutions are supported throughout each AVS engagement. All of these activities support a smooth and seamless implementation of PCG's Medicaid AVS activities.

Accuity has unparalleled relationships among the financial institution community, as well as an excellent reputation with their more than 77,000 financial institution customers. Accuity is the only FI network provider who can hit the ground running due to the fact that they already have an established FI network of most of the small, mid-size, regional, and local FIs, as well as all of the nation's largest financial institutions.

4.1.7.5 The Vendor must develop and maintain a Recruitment Plan to be submitted and approved by the Agency within thirty (30) calendar days of Contract award. The Recruitment Plan shall contain the Vendor's method for recruiting all types of financial institutions within West Virginia, other states, and other U.S. territories and possessions and provide its methodology and plan for quarterly (or another time period as agreed upon by the Agency and the Vendor) recruitment of financial institutions. The Recruitment Plan must include the methods for recruitment and inclusion of rural financial institutions to its network.

PCG and Accuity constantly work on improving the speed and responsiveness of FIs in returning AVS requests by constantly recruiting FIs into automated request and response processes (e.g., via API or batch). PCG's AVS data provider and subcontractor, Accuity, has a nearly 20-year history of working with FIs in the asset verification marketplace. Accuity has an established system for continuously recruiting FIs in the State of West Virginia and across the United States to join and expand its network. The ongoing FI enrollment effort has the following objectives:

- ▶ Build on the established and committed base of FIs currently participating in FI network nationally.
- ▶ Communicate with FIs, as follows:
 1. Once again inform FIs that Accuity will continue to provide asset verification services for the State of West Virginia.
 2. Review procedures and options for accessing the West Virginia-specific asset verification requests.
 3. Confirm the current information stored in Accuity's Financial Institution Database and make necessary revisions.

4. Encourage each FI to register for Accuity's automated web service in order to expedite response times.
5. Provide ongoing FI education and support.

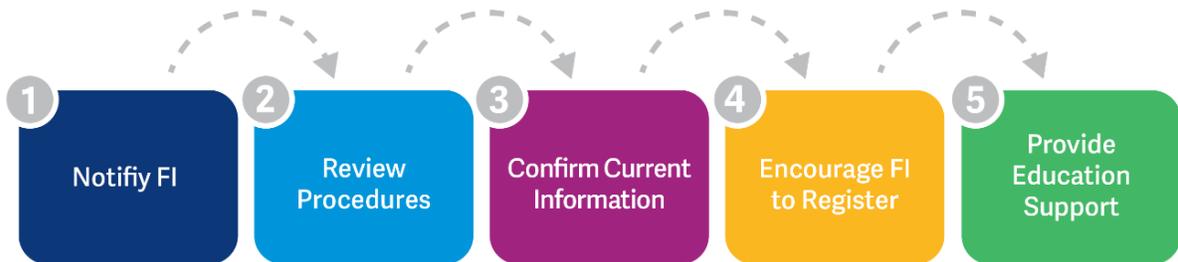


Figure 23.0: The PCG Team's Recruitment Overview. Our process will build on the established and committed base of FIs currently participating in Accuity's AVS FI Network in West Virginia.

PCG agrees to submit a formal FI Recruitment Plan within thirty (30) days of award.

2.9 Liquid Asset Verification

4.1.8.1 The liquid asset verification requests must include a request for information on both open and closed accounts associated with the member or applicant, the spouse of the member or applicant, and/or the parent(s) of applicants/members under the age of 18 and, if applicable, with an account or accounts at the financial institutions, during the applicable look-back period provided in the verification request. Additional information regarding the look-back periods can be found at the following link:

<https://dhhr.wv.gov/bfa/policyplans/Pages/Income-Maintenance-Manual.aspx>

PCG not only provides up to 60 months of both open and closed account balances in our responses, we can also provide up to 12 additional months of account balances which may be necessary for those requests which are sent to PCG more than one month after application.

Further, PCG's AVS is completely configurable at the push of a button to allow our agency clients to update the look-back periods associated with any type of request (e.g., by program, by application vs. renewal, etc.) at the push of a button.

4.1.8.2 The Vendor must have the capability to send electronic requests to multiple financial institutions depending on the information received during the application or redetermination process.

PCG's process is designed and has been repeatedly proven to ensure that you get the results you need to make timely and accurate resource-based eligibility decisions. Based on years of best practices and lessons learned, our solution is illustrated, as follows:

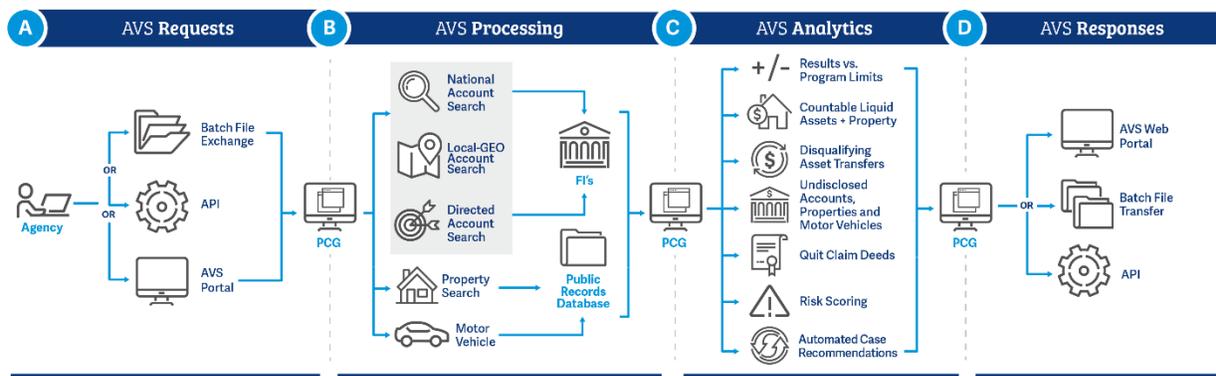


Figure 24.0: PCG's AVS Solution. No matter how you choose to implement our system, PCG's AVS will get you the results you need.

PCG leverages Accuity's unparalleled FI network with automated processes to cast the widest possible net for discovering undisclosed assets while electronically verifying disclosed assets. Each AVS request received by PCG triggers the following asset search functions:

1 National Account Search: PCG processes all AVS requests through the Early Warning national database of accounts held at the nation’s largest financial institutions (FIs) to identify any account maintained by a consumer at any of the nation’s largest FIs anywhere in the United States. These FIs represent approximately 60 percent of the depository accounts in the United States and allow PCG to quickly verify the existence of any applicant/beneficiary account at any of the FIs in the United States. One hundred percent of all PCG AVS cases are processed through this national network of FIs to ensure PCG’s coverage is as comprehensive as possible.

2 Local Account Search: At the same time, PCG also utilizes a geographic search application to identify local and regional FIs most likely to maintain an applicant and/or beneficiary account based on logic such as geographic proximity to the applicant or beneficiary address. PCG utilizes Accuity’s Geographic Undisclosed Account Radial Detection component, or GUARD, as the mechanism that determines logic by which asset verification requests are to be distributed to local and regional FIs. GUARD utilizes various FI databases and proprietary logic to optimize the probability of identifying financial institutions specific to a search for financial assets owned by an individual benefits applicant/beneficiary.

The GUARD application provides a means to identify the FI most likely holding assets for applicants and beneficiaries, which are outside of the nation’s largest financial institutions. In part, by focusing on FIs with offices closest to the customer, the GUARD application provides a reasonable approximation of the likelihood that a customer would have undisclosed accounts with a particular FI.

The operational efficiency of GUARD searches involves several factors. The following data elements are the criteria that most affect GUARD’s selection of FIs:

Element	Description	GUARD Selection
Distance	Physical distance from the customer’s address to the FI’s location.	Smaller values are ranked higher
Presence	The number of branches the FI has in the same zip code as the customer. Calculated from Accuity’s information for each zip code.	Smaller values are ranked lower
Branches	The FI’s number of Branches across the U.S. Indicator of the national size of the FI.	Smaller values are ranked lower
Direct Deposits	The FI’s number of SSI Direct Deposit Accounts as an indicator of national ABD population of accounts.	Smaller values are ranked lower

Figure 25.0: Factors Involved in GUARD Searches. The GUARD algorithm has been developed and refined in concert with the Social Security Administration since 2008 in support of their Supplemental Security Income (SSI) AVS program.

3 Directed Account Search: In addition to our national and local account searches, PCG’s AVS will allow your authorized users to request account lookups at any specific FIs anywhere in the United States. Combined with our national and local search, this functionality ensures that PCG’s AVS clients can verify 100 percent of known accounts maintained by your clients while also identifying previously undisclosed assets potentially impacting eligibility. This functionality is available within the API PCG intends to implement on DHHR’s behalf.

4.1.8.3 The Vendor must accommodate multiple financial institution locations other than those identified by the applicant.

The combination of PCG's national, local, and directed asset searches will ensure that the State of West Virginia is able to cast the widest possible net in the search for undisclosed financial assets potentially impacting eligibility:

- ▶ The national search scans all of the country's largest banks searching for undisclosed accounts and verifying balances at known accounts.
- ▶ The local search scans banks located near the client's address to identify undisclosed account ownership and verify balances of known accounts.
- ▶ The directed search allows DHHR to verify any known or suspected accounts at any participating financial institution in the United States.

Lastly, PCG has established a truly differentiating functionality which allows your workers to view which specific financial institutions were queried as part of Accuity's national and local search for undisclosed assets after a request was submitted to Accuity. This list is returned daily and will ensure your workers never again have to wait for AVS results to know which financial institutions have been searched nor will spend time unnecessarily submitting verification requests to financial institutions that are already being searched. Absent this unique PCG feature, your workers will have to continue to wait 10-15 days to know which financial institutions were searched, potentially resulting in application decisioning delays exceeding Center for Medicaid & Medicare Services (CMS) timeliness requirements.

4.1.8.4 The Vendor must accommodate multiple variables within the same request when searching for an individual's assets, which must include at a minimum:

- *Date range of account ownership and monthly statement balances;*
- *Disclosed financial institutions and types of accounts;*
- *Medicaid category of the applicant or member;*

At the outset of any AVS engagement, PCG works with our clients to configure our AVS to establish "default" look-back periods – which are typically 60 months for new applicants and 12 months for clients undergoing redeterminations – and are based on each assistance type code + household size variations. Once these look-back periods have been established, PCG obtains all accounts associated with the input identity which were either opened or closed during the look-back period. PCG then compares these accounts to both known (i.e., disclosed) and unknown (i.e., undisclosed) accounts, flags any undisclosed accounts, and compares all countable assets (also configurable within our system) to the specific asset limits associated with each client based on the state-specific eligibility policy associated with each assistance program.

In the event the State of West Virginia would prefer to specifically prescribe those dates and types of accounts to obtain within each individual response, PCG agrees to update our process to accommodate this change.

4.1.8.5 Requests must include, but not be limited to, verification of assets contained in any of the following types of asset accounts:

- *Checking;*
- *Savings;*
- *Investment accounts;*
- *Individual retirement accounts (IRAs);*
- *Annuities;*
- *Life insurance policies to include cash surrender value, face value, and policy owner;*
- *Burial assets;*
- *Other assets that may be held by the financial institution.*

PCG's proposed AVS will electronically connect DHHR with more than 90 percent of the country's financial institutions, including banks, savings and loan companies, credit unions, and any other depository FIs. PCG's AVS will, at minimum, provide the State with access to the following account types from each queried financial institution, including both open and closed accounts: Annuities; Time/CDs; Checking Accounts; Savings Accounts; Custodial Accounts; Burial or Funeral Accounts; IRAs; Money Market Accounts; Social Security Accounts; Keoughs; Rent Securities; Trusts; and Christmas Club Accounts.

PCG has actively worked over the last decade to obtain access to investment and life insurance accounts, but to date PCG is not aware of the availability of this data for public sector use despite working with every major data provider in the United States for nearly a decade.

*4.1.8.6 Asset verification requests will produce a report. A template of this report is provided in **Attachment 2: Asset Verification Report Template** and includes, at minimum, the following specific information regarding each such account:*

PCG agrees to recreate the report found in Attachment 2 of the RFQ, upon request. PCG is assuming that once we integrate our service into the State's eligibility system, this report would provide less value since the State already has access to the raw data provided by the AVS within your eligibility system. However, if the State's desire is that your AVS provider export an identical report in response to AVS requests, PCG would be happy to facilitate this and agrees to do so at our own expense.

4.1.8.6.1 The name of the financial institution holding the account, along with the branch address and telephone number where the account is serviced;

4.1.8.6.2 The type of account (e.g., checking, savings, annuity, retirement) and the full account number;

4.1.8.6.3 The full legal name of each individual or entity with any ownership interest in the account;

4.1.8.6.4 The date the account was opened and the date the account was closed, if applicable;

4.1.8.6.5 The account balance in the account at 12:01 a.m. on the first date of each month in which the account was open during the specified date range.

AVS response data elements from financial institutions include:

- ✓ Name of financial institution
- ✓ Financial institution ID
- ✓ Location ID
- ✓ Financial institution address
- ✓ Response indicator (i.e., accounts reported vs. no response provided)
- ✓ Response indicator reason code
- ✓ FI comments
- ✓ Account type(s)
- ✓ Account owner(s)
- ✓ Open and closed date(s), as applicable
- ✓ Account number
- ✓ Joint bank account indicator
- ✓ Balance as of 12:01 am during every month of the look-back period
- ✓ Account interest by month

PCG can include or exclude any of these data elements from our API response service, upon request.

4.1.8.7 The Asset Verification System (AVS) must receive electronic verification from various financial institutions regarding accounts/assets on which the name (member, applicant, and or parent of applicants/members under the age of 18) appeared as either a single or joint owner during the look-back period provided in the verification request, which provides one of the following:

4.1.8.7.1 The assets held or managed by the financial institution;

4.1.8.7.2 Documentation that the search was conducted but no assets are held or managed by the financial institution;

4.1.8.7.3 Additional information regarding the look-back periods can be found at the following link:

<https://dhhr.wv.gov/bfa/policyplans/Pages/Income-Maintenance-Manual.aspx>

AVS primarily result in each financial institution returning a response of “Accounts Found” (as well as the corresponding account information) or “No Accounts Found”, ensuring DHHR will know when no accounts are reported by an FI. Further, PCG’s Searched FI list will also alert the State of any banks which were queried, regardless of whether they responded or not.

PCG can customize the look-back period employed based on the information found in each AVS request or we can establish default look-back periods based on the assistance code and whether the request is in support of an application or renewal.

4.1.8.8 Electronic verification requests must be sent to financial institutions other than those identified by applicants and members, based on logic, such as geographic proximity to the applicant's home address (or other factors determined by the Agency). The Vendor's solution shall perform a full search for each verification request to help determine eligibility.

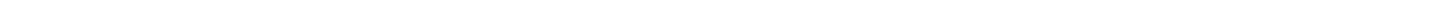
As detailed in prior sections, the combination of PCG's national, local, and directed asset searches will ensure that the State of West Virginia is able to cast the widest possible net in the search for undisclosed financial assets potentially impacting eligibility:

- ▶ The national search scans all of the country's largest banks searching for undisclosed accounts and verifying balances at known accounts.
- ▶ The local search scans banks located near the client's address to identify undisclosed account ownership and verify balances of known accounts.
- ▶ The directed search allows DHHR to verify any known or suspected accounts at any participating financial institution in the United States.

Lastly, PCG has established a truly differentiating functionality which allows your workers to view which specific financial institutions were queried as part of Accuity's national and local search for undisclosed assets after a request was submitted to Accuity. This list is returned daily and will ensure your workers never again have to wait for AVS results to know which financial institutions have been searched nor will spend time unnecessarily submitting verification requests to financial institutions that are already being searched.



2.9 Real Property Asset Verification



2.9 Real Property Asset Verification

4.1.9.1 Real property asset verification requests must include a real property asset verification report for an applicant, a member, spouse, or parent of applicants/recipients under the age of 18, if applicable, that will identify real property owned in whole or in part by the applicant, the member, spouse, or parent of applicants/recipients under the age of 18 at any point within the specified date range. Real property asset verification report must include, but not be limited to, the following specific information for each such piece of real property identified:

4.1.9.1.1 Sufficient information to identify the property, including, but not limited to, its address location, any parcel or tax identification number assigned to the property, the governing jurisdiction where the title is registered, etc.;

4.1.9.1.2 The assessed value of the property by the relevant taxing authority;

4.1.9.1.3 The names of any co-owners of the property, if applicable;

4.1.9.1.4 The transaction history of the property, if available including the dates, prices, and parties involved in the most recent sale or transfer of the property involving the applicant, member, spouse, or parent of applicants/recipients under the age of 18, if applicable, and the type of transaction.

It is important for West Virginia to understand that not all property data is created equal. The reason for this is twofold:

1. What percentage of the mortgage, property, and assessment records does your data provider have **current** access to?
2. How does your data provider confidently link an identity to a property record when the property record only includes, for example, a name and address and/or lacks specifying information such as a Social Security Number?

LexisNexis' property service utilizes the largest identity database in the world + their "LexID" data linking technology to confidently link identity records to owned property records.

Most property data providers simply take a "junk in, junk out" approach that overwhelms HHS agencies with false positives, missing properties, and properties which were incorrectly linked to an identity for any number of reasons (e.g., linked based on just name + date of birth, linked to a "junior" or "senior" in the same family, linked to an address with multiple units or properties, etc.). Each of these examples are extremely common among outcomes amount property data providers.

As the country's most experienced property verification vendor, PCG has successfully developed, implemented, and operated large-scale property verification programs on behalf of HHS agencies in Alaska, Connecticut, Delaware, Illinois, Maryland, Maine, Nebraska, New York, Oregon, Rhode Island, South Dakota, and Texas. On each of these engagements but one, PCG chose LexisNexis property data for three simple reasons:

- ▶ LexisNexis’s Property Data includes over 3.2 billion property and assessment records which are updated daily from 48 states, going back as far as 1970, as well as deed and mortgage records from all 50 states, going back as far as 1910.
- ▶ LexisNexis’ “LexID” identity linking technology, which allows them to confidently resolve an identity to a property even with partial, incomplete, or mis-keyed information – avoiding the pitfalls other property data providers frequently encounter. LexisNexis identity data includes legitimate U.S. adult populations – *including from both banked and underbanked individuals* – deceased U.S. populations, foreign nationals with a U.S. footprint (current or historical), as well as manufactured identities. LexisNexis can accurately resolve an identity even with partial or mis-keyed data with their proprietary data linking technology, “LexID”. Because of the LexID linking analytics, LexisNexis has the ability to locate individuals when minimal input data and public records can be found. Based on the preponderance of inputted data, LexisNexis will locate an identity with confidence, sometimes with as little information as a name and address. LexisNexis uses identity data, proprietary LexID linking technology, and their High-Performance Computing Cluster (HPCC) platform to instantly determine the validity and veracity of clients applying for public assistance.
- ▶ LexisNexis aggregates identity data – and uses this data to link the identity to property records – from more than 10,000 sources to get the most, most accurate, and most comprehensive property records in the country.

LexisNexis’ property data assets are comprised of more than 98 percent of the deed, mortgage, and assessment data from across the United States. In addition to receiving property records for your state, LexisNexis also updates and maintains historical property data for 51 states and territories. This access provides PCG with the ability to identify property that is owned both in your state and in any other state in the country, thus creating a more comprehensive picture of the applicant.

Key LexisNexis data elements which are available for inclusion in PCG’s response and include all purchased or sold properties from the prior 60 months include:

Data Element	Description
Owned Property Address(es)	Address(es) of currently owned properties.
Owned Property Owner(s)	Owner name(s) of currently owned properties.
Owned Property Assessed Value(s)	Current assessed value of the land plus improvements, before exemptions.
Owned Property Market Value(s)	Current market value of the land plus improvements, before exemptions.
Owned Property Tax Year(s)	Tax assessment year(s).
Owned Property Purchase Date(s)	Date currently owned properties were purchased.
Owned Property Purchase Price(s)	Purchase price of currently owned properties.
Currently Owned Flag	Flag indicating that consumer currently owns property at address indicated.
Sold Property Address(es)	Address(es) of any properties sold within previous 60 months.

Data Element	Description
Sold Property Sale Date(s)	Date of sale of any properties sold within previous 60 months.
Sold Property Sale Amount(s)	Sale price of any properties sold within previous 60 months.
Sold Property Owner(s)	Name of purchaser(s) of any properties sold within previous 60 months.
Sold Property Deed Type(s)	Type of deed associated with sale of any properties sold within previous 60 months.
Property Sold for Less than Fair Market Value Flag	PCG will identify and flag any properties which were sold for significantly less than fair market value, based on a threshold which is configurable to the State. PCG's AVS flags properties which were sold for less than 80 percent of the property's fair market value at any time during the five-year look-back period.
Flagged Deed Types	PCG understands that certain types of property deeds are disadvantageous to sellers, potentially reflecting a seller's effort to quickly unload a property asset which may impact their resource-based eligibility for Medicaid. PCG's AVS automatically flags these deeds to alert users to this potentially disqualifying factor.

Figure 26.0: PCG's AVS does more than just display raw data; we analyze property information to flag potential program ineligibility, disqualifying property transfers, and suspicious deeds and sale records.

Additional data elements which are available for inclusion in PCG's response include:

- ▶ Total property value, including improvements
- ▶ Value of improvements only
- ▶ Name of the seller
- ▶ Address of the seller
- ▶ Name of the lender
- ▶ Property tax amount

Additionally, PCG, in conjunction with TransUnion and J.D. Power & Associates, is also offering DHHR a no-cost Motor Vehicle Ownership and Valuation service within our AIVS Multiplexer. TransUnion maintains current and previously owned and sold motor vehicle records from, at minimum, 2011 to present day, in nearly every state in the country. Further, J.D. Power & Associates allows PCG to match each discovered owned or sold vehicle identification number (VIN) returned from TransUnion against J.D. Power & Associates' current vehicle valuation database to also provide PCG with the current values of all of your client's owned and sold motor vehicles.

There are three indisputable reasons why adding motor vehicle ownership and valuation data to your AVS is sure to enhance your ability to ensure the integrity of your public assistance programs:

1. According to the U.S. Department of Transportation, every household in the United States owns

an average of 1.9 cars¹.

2. Nearly every state in the country counts the current equity value of a second car as an asset when calculating the resource-based eligibility of public assistance applicants.
3. The majority of states in the country accept client attestations regarding owned vehicles without ever electronically verifying the legitimacy of these attestations.

If every household owns an average of 1.9 motor vehicles, this means that for, on average, 90 percent of your clients applying for public assistance programs with resource limits, are never subject to a review of all of their countable assets – rather than just the financial and/or real estate assets – using third-party data.

Every AVS request submitted by DHHR will result in a query to TransUnion to capture any motor vehicle ownership during the prior 60 months. Any owned vehicles discovered will then be reconciled against the J.D. Power & Associates' current vehicle value database to instantly capture the potential impact of the vehicle's ownership on a client's resource-based eligibility.

Data elements which can be returned as part of each motor vehicle record include:

- ▶ Currently or Previously Owned Vehicles (i.e. Year, Make, Series, Model, Color, VIN, Body Style, Vehicle Type, Weight, Length, Height, Most Current Tag #, Tag Valid to and from Dates, Doors, MSRP, Plant, Restraint Type, Drive Type, Fuel, Engine, Transmission, and Current Value)
- ▶ Title Holders (i.e. Name, Address, Date of Birth, Title Number, State Titled In, Original Title Date, and Title Transfer Date)
- ▶ Lien Holders; Lessors
- ▶ Registrant (i.e. Name, Registration Date, Date of Birth, and Address)
- ▶ Vehicle Tag History (i.e. License Plate and License Plate Valid from and to Dates)
- ▶ Vehicle First Seen Date
- ▶ Vehicle Last Seen Date
- ▶ Current Vehicle Value

Additionally, PCG's AVS will automatically flag owned motor vehicle scenarios representing potential ineligibility, including the ownership of one or more vehicles valued above a configurable amount, either individually or across all owned motor vehicles, as well as undisclosed motor vehicles.

4.1.9.2 Within thirty (30) calendar days of contract award, the Vendor must provide its methodology and/or plan(s) (and the name(s) of such deliverables) for searching real property assets owned in whole or in part by an applicant, a member, spouse, or parent of applicants/recipients under the age of 18, if applicable within West Virginia, other state, and U.S. territories.

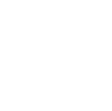
¹ <https://www.statista.com/statistics/551403/number-of-vehicles-per-household-in-the-united-states/>

As detailed in section 2.2 of this response, PCG can provide property data on day one of this engagement through our AIVS Multiplexer. PCG maintains an existing, operational API with this LexisNexis property service which will allow us to access this information immediately.

PCG agrees to submit a formal writeup of our methodology for searching for real property assets maintained by your clients.



2.10 State Ownership



2.10 State Ownership

4.1.10.1 The Vendor must agree that the Agency retains, throughout and beyond the life of the Contract, ownership of all data, procedures, applications, licenses, and materials developed, as well as the licensing for installed commercial off-the-shelf (COTS) software in alignment with 45 CFR §95.615 and 45 CFR §95.617. Manufacturers' support and maintenance for the COTS software licensing after the initial install must be provided only for the life of the Contract. The Agency will not issue change orders related to software cost increases. Additional information regarding these regulations can be found at the following links:

- <https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-A/part-95/subpart-F/subject-group-ECFR8ea7e78ba47a262/section-95.615>
- <https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-A/part-95/subpart-F/subject-group-ECFR8ea7e78ba47a262/section-95.617>

Notwithstanding anything to the contrary, the State acknowledges that any data that the Vendor collects from Equifax, with whom it has contracted for the purposes of this project, is proprietary to Equifax and thus will not become the property of the State.

In addition, for the sake of clarity, while the parties acknowledge that there is not expected to be the installation of any software, the Vendor will be utilizing its proprietary Application Programming Interface (API), which will be interacting with the State systems. The State acknowledges that "Vendor Pre-Existing Material" means materials, code, methodology, concepts, process, systems, technique, trade or service marks, copyrights, or other intellectual property right developed, licensed or otherwise acquired by the Vendor, including its proprietary API, independent of the services to be rendered under this Contract. And that any works developed under this Contract does not include any Vendor Pre-existing Material, including but not limited to material that was developed prior to the Effective Date that is used, without modification, in the performance of the Contract. All Vendor Pre-existing Material will remain owned by the Vendor and no ownership, licensing, or other rights will be transferred to the State, beyond the interaction the API will have with the State systems.



2.11 State Security Requirements

2.11 State Security Requirements

*4.1.11.1 The Vendor must adhere to and support all security, risks, standards, policies, and procedures of the Agency, State of West Virginia, and the West Virginia Office of Technology (WVOT). Additional information can be found at the following link:
<https://www.wvdhhr.org/mis/policies/asp>*

As detailed in section 2.5 of this proposal, PCG maintains the required security posture which will ensure we protect sensitive data, mitigate information security risks, and comply with all State of West Virginia and federal information security requirements and standards.

4.1.11.2 The Vendor must provide project status information to the Agency and the Asset Verification System (AVS) Project Management Office (PMO) within the required time frames and in the agreed upon format, as defined in the approved Project Management Plan.

PCG understands that consistent two-way communication is critical to the success of any AVS project. At the outset of this engagement, PCG will coordinate with the State's team to establish a formal Communication Plan. PCG's Communication Plan will identify each internal and external project stakeholder, what they need to know, and when they need to know it. This plan will also define our communications and meeting schedule, assign responsibilities for communications, and identify each stakeholder's preferred means of receiving communications from PCG. Finally, PCG will define the State's reporting requirements, the content of each report, and the timing of the report delivery, including any reporting required by your PMO.

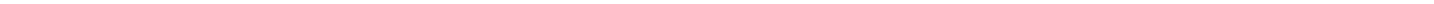
The goals of PCG's approach to communications include:

- ▶ To promote project understanding, cooperation, participation, comprehension, and acceptance through timely and consistent two-way communications.
- ▶ To establish standards and protocols for communicating, including the method of communication, recipients, templates, and frequency of these communications.
- ▶ To identify project stakeholders, their preferred communications method, and to define which communications each stakeholder should be included on.

By achieving these goals, PCG will ensure DHHR is appropriately informed throughout this engagement, while allowing DHHR to effectively monitor PCG's performance and activities throughout.



2.12 Required Deliverable Documents



2.12 Required Deliverable Documents

4.1.12.1 Work Breakdown Structure

4.1.12.1.1 The Work Breakdown Structure (WBS) shall illustrate a deliverable-oriented breakdown of the Asset Verification System (AVS) into smaller components. A WBS is a key project deliverable that organizes the team's work into manageable sections.

4.1.12.2 Project Schedule

4.1.12.2.1 The Vendor shall provide a detailed task-by-task schedule of the activities to be completed during the Design, Development, and Implementation (DDI) phase of the project, tying back to the WBS. The project schedule provides start and end dates, durations, work estimates, resources, and predecessors for each task, deliverable, and milestone. The Vendor shall deliver the schedule in Microsoft Project format or equal and baseline the schedule upon initial approval by the Agency.

4.1.12.3 Staffing Management Plan

4.1.12.3.1 The Vendor shall provide the planned approach to staff the project and maintain compliance with all staffing requirements.

4.1.12.4 Documentation Management Plan

4.1.12.4.1 The Vendor shall provide plans for managing project documentation, including, but not limited to:

- Documentation types like deliverables, meeting materials, and artifacts;
- Use, access, and management of document repositories;
- Approach to version control on all project documentation.

4.1.12.5 Training Management Plan

4.1.12.5.1 The Vendor shall provide the planned approach for training system users to use the Asset Verification System (AVS). The Training Management Plan shall contain the Vendor's approach to providing training, as described in the Request for Quotation (RFQ). The Training Management Plan shall include subordinate plans including, but not limited to:

- Training Schedule: Provides the schedule for all training to be conducted during the training phase;
- Training Materials: Includes all materials the Vendor will use to support training, including slide decks, lesson plan/curriculum, agendas, and any other materials the Vendor will present to trainees;

4.1.12.5.2 Training Report: Provides the outcomes of the training phase of the project

4.1.12.5.3 User Documentation: Includes supporting documentation the Vendor makes available to system users to support specific business processes and includes, but is not limited to desk-level procedures, user guides, and other job aides.

4.1.12.5.2 Training Report: Provides the outcomes of the training phase of the project;

4.1.12.5.3 User Documentation: Includes supporting documentation the Vendor makes available to system users to support specific business processes and includes, but is not limited to desk-level procedures, user guides, and other job aides.

4.1.12.6 Testing Management Plan

4.1.12.6.1 The Vendor shall provide the planned approach for conducting and supporting each phase of Asset Verification System (AVS) testing.

4.1.12.7 Scope Management Plan

4.1.12.7.1 The Vendor shall provide the planned approach to define, control, and verify scope during the project and shall include, but not be limited to, the following elements:

- Approach for developing project scope statement;*
- Approach to creating the Work Breakdown Structure (WBS) based on the scope statement;*
- Approach to maintenance of the WBS;*
- WBS that decomposes project tasks down to the work package level.*

4.1.12.8 Schedule Management Plan

4.1.12.8.1 The Vendor shall provide the planned approach to manage the Project Schedule which shall include, but not be limited to:

- Scheduling tool;*
- Standing schedule review meetings;*
- Project schedule delivery intervals;*
- Assumptions used to develop draft project schedule;*
- Constraints that impact draft Project Schedule;*
- Project Schedule reporting;*
- Approach to baselining schedule.*

4.1.12.9 Change Management Plan

4.1.12.9.1 The Vendor shall provide the planned approach to conduct change management on the project and shall include, but not be limited to:

- Change management tools;*
- Establishment of a change control board (CCB);*
- Regularly scheduled change control meetings;*
- Process used to document change requests on the project.*

4.1.12.10 Cost Management Plan

4.1.12.10.1 The Vendor shall provide the planned approach to manage the project budget to work to ensure the project stays within budget.

4.1.12.11 Quality Management Plan

4.1.12.11.1 The Vendor shall provide the planned approach to manage the quality of the work that is provided on the project. The Quality Management Plan shall establish the deliverable review process and quality assurance approach for the project.

4.1.12.12 Human Resources Management Plan

4.1.12.12.1 The Vendor shall provide the planned approach to manage the human resources that support the project.

4.1.12.13 Communication Management Plan

4.1.12.13.1 The Vendor shall provide the planned approach to manage communications during the project and shall include, but not be limited to, the following elements:

- *Audience;*
- *Tools;*
- *Standing Project Meetings (purpose, audience, and frequency);*
- *Reporting;*
- *Maintenance of contact list;*
- *Time frame and frequency of communications;*
- *Required project communications.*

4.1.12.14 Risk Management Plan

4.1.12.14.1 The Vendor shall provide the planned approach to manage risk on the project and shall include, but not be limited to, the following elements:

- *Risk management tools;*
- *Data sources that support risk management;*
- *Roles and responsibilities;*
- *Criticality and probability measures;*
- *Escalation measures;*
- *Mitigation techniques;*
- *Escrow management approach.*

4.1.12.15 Issue Management Plan

4.1.12.15.1 The Vendor shall provide the planned approach to manage project issues and shall include, but not be limited to, the following elements:

- *Issue management tools;*
- *Data sources that support issues management;*
- *Roles and responsibilities;*
- *Criticality measures;*
- *Escalation measures;*
- *Corrective action plan methodology.*

4.1.12.16 Data Retention Management Plan

4.1.12.16.1 The Vendor shall provide the approach to conduct system backups and help ensure all records are retained on a schedule that aligns with state and federal regulations. The plan should include the following elements:

- *Detailed schedules, to ensure that data maintained within the Asset Verification System (AVS), other systems, or manual files are properly and routinely purged, archived, and protected from loss, unauthorized access, or destruction, in accordance with all relevant state policies and procedures;*
- *Retention methodology for all data and records associated with each of the project phases described herein.*

4.1.12.17 Project Team Management Plan

4.1.12.17.1 The Vendor shall provide the planned approach to manage interested parties' engagement during the project.

4.1.12.18 Security Management Plan

4.1.12.18.1 The Vendor shall provide the planned approach to manage security, privacy, and confidentiality during the project. This plan shall establish the approach for complying with all federal and state security mandates.

4.1.12.19 Workflow Management Plan

4.1.12.19.1 The Vendor shall provide an illustration of the orchestrated and repeatable pattern of business activity enabled by the systematic organization of resources and system functions needed to support the Vendor's Asset Verification System (AVS).

4.1.12.20 Turnover Management Plan

4.1.12.20.1 The Vendor shall provide the planned approach to transition the operations and maintenance of the system to the new Vendor or Agency when the Contract ends.

4.1.12.21 Deliverable Dictionary

4.1.12.21.1 The Vendor shall provide a list of all project deliverables and shall include the following elements for each deliverable:

- *Deliverable number;*
- *Deliverable title;*
- *Purpose;*
- *Description;*
- *Initial acceptance criteria*

PCG maintains a proven approach to implementing and operating Asset Verification Systems, as has been demonstrated dozens of times over the last decade. PCG offers the State of West Virginia a meticulous work plan, supported by proven human, technical, and operational resources. One reason, among others, for PCG's strong track record with successful client engagements is our use of project management methodologies derived from industry best practices and the Project Management Institute's (PMI®) *Project Management Body of Knowledge® (PMBOK®)*. Led by Project Manager, David Payne, PMP, and Associate Project Manager, Marcus Asberg, PMP, Communications Manager, Kalen Summers, PMP, Delivery Manager, Deepti Johar, PMP, and Software Engineering Manager, Vijay Shah, PMP, PCG will leverage standard project management best practices to ensure the State is expertly supported during all phases of this engagement, and in compliance with all contractual requirements.

PCG's project management activities are characterized by:



High-integrity stewardship of public resources and trust through the application of best practices and the adoption of **proven project management tools and methods**. PCG grounds our management of project scope, timeline, and budget in the Project Management Institute's tried

and tested PMBOK tools and methods, which flex the project management specifics to the unique needs and requirements of each engagement.



A grounding in **evidence-based, best-in-class practices, tools, and methods**. PCG stays connected to cutting-edge research across a wide range of fields of study, conducts action research in partnership with our customers, analyzes best-in-class practices, tools, and methods in state government, and crafts government solutions that draw on the full range of insights from both external scanning and proprietary research and development.



A commitment to **helping our customers achieve sustainable change**. PCG wants our customers to move from where they are now to where they want to be, in ways that maximize the likelihood that those changes will “stick” over the long-term. Our AVS recommendations will always reflect this commitment to sustainable change.



A **customer-focused strategy**. PCG works closely with our agency customers to understand their specific challenges, opportunities, and requirements in order to customize all aspects of each engagement to reflect the agency’s specific context, rather than applying a standard employment and income verification services “template” to each engagement.

PCG utilizes a scrum-based, Agile approach to development. PCG develops user stories defining the development requirements of chunks of the solution and PCG executes the development through two-week sprint cycles. All user stories are captured within PCG’s Team Foundation Server (TFS) and submitted to the Agency for approval. Sprints are comprised of daily scrums, with each developer maintaining clear responsibilities as defined in the user story. At the conclusion of each sprint, PCG tests, validates, and demonstrates the completed code changes and obtains client sign-off based on previously agreed-upon user acceptance criteria. By demonstrating our progress every two weeks, PCG ensures that progress is consistent and demonstrable. Any issues are identified and corrected early, rather than waiting for a surprise go-live at the conclusion of the entire development process.

A PCG AVS project award will result in the creation and maintenance of a SharePoint document repository, which PCG will use to organize and store all project management artifacts on DHHR’s behalf. This ensures organization and appropriate version control throughout the project lifecycle while providing our agency clients on-demand access to the most recent versions of key project artifacts.

The method of performance that we will employ under this engagement has been tested, refined, and proven successful. PCG maintains the resources, experience, and tools to ensure both DHHR’s adoption of PCG’s AVS, including any enhancements, are appropriately met and each stakeholder agency is able to successfully utilize PCG’s service based on their unique schedules and requirements.

PCG’s approach to any agency engagement is simple: “**Plan the Work and Work the Plan.**” Our project managers live by this day in and day out and our commitment to the State of West Virginia is that we will do the same for you. We have executed tens of thousands of tasks while managing thousands of projects over the last three decades.

The method of performance that we will employ under this engagement has been tested, refined, and proven successful on asset and eligibility verification engagements on behalf of HHS agencies in the states

of Alaska, Arizona, Delaware, Connecticut, West Virginia, Hawaii, Illinois, Iowa, Massachusetts, Maryland, Maine, Minnesota, Montana, North Carolina, Nebraska, New Hampshire, New Jersey, Nevada, New York, Ohio, Oklahoma, Oregon, Rhode Island, South Dakota, Tennessee, Texas, Utah, Vermont, Washington, Wisconsin, and New York City, and the District of Columbia.

PCG understands how asset verification fits within DHHR’s organization, including within your eligibility operations. PCG’s asset verification services Team also understands the constraints and requirements your workers face daily when attempting to use data to verify public assistance eligibility. The combination of PCG’s national asset verification leadership with our general understanding of DHHR’s needs and requirements will ensure the State of West Virginia has access to asset verification best practices, lessons learned, and enhancement opportunities and innovations for years to come.

Given that PCG’s existing DHHR AVS is a configurable COTS product which is fully developed and operational today, and one which meets and exceeds all of the State’s requirements, PCG’s transition to the new contract period will be limited to completing the following activities, unless instructed otherwise by DHHR:

- ▶ Project kickoff meeting
- ▶ Development and obtaining approval of key project deliverables
- ▶ Development and obtaining approval of key project reports and other document templates
- ▶ Providing user trainings, as directed by DHHR
- ▶ Implementing the AVS API into the State’s eligibility system
- ▶ Testing, including UAT
- ▶ Developing an API to export AVS information from the current enrollment system

As evidenced by the small list of tasks above, all of which can be completed within sixty (60) days, PCG is perfectly positioned to ensure a smooth transition from your current AVS contract to PCG without impacting staff, resources, systems, training needs, or operations.

Project Plan

On the following pages, PCG has detailed our implementation activities. We describe in detail each of our proposed project phases and what we will achieve within each phase.

1 Phase 1 – Kickoff Phase: Contract Execution – Day 10
 After contract execution, PCG will collaborate with DHHR to establish a project kick-off meeting. PCG will use this meeting to identify any changes with project stakeholders and roles, review any and confirm agency requirements, refine our baseline Project Plan, confirm existing communications and reporting procedures are desired, and to introduce agency and PCG resources to each other. Finally, PCG will also present templates of each proposed report for DHHR’s consideration at this kick-off meeting.

1. Project Kickoff Phase Deliverables
Project Kick-off Meeting Presentation and Materials
Project Kick-off Meeting Minutes
Baseline Project Plan
Outline and Sample Contents / Document Templates

Figure 27: Project Kickoff Phase Deliverables.

2 **Phase 2 – Requirements Definition Phase: Day 1 – 21**
 During the project Requirements Definition Phase, the PCG Team will collaborate with DHHR to establish and confirm our formal project management infrastructure governing our continued services and to define all technical and functional requirements.

PCG understands that formally defining business and technical requirements is critical to establishing shared expectations and ensuring both PCG and DHHR are in agreement regarding system features and functionalities. For this reason, PCG will collaborate with DHHR during this phase to develop, submit, and edit/update (as needed) the following project deliverables:

- ▶ **Requirements Traceability Matrix:** PCG’s Requirements Traceability Matrix will detail any new DHHR requirements (e.g., API integration) and deliverables and will map each to any needed test scenarios, and subsequently, test results.
- ▶ **Business Requirements Document:** PCG will define any business and functional requirements DHHR requires and will capture these within the Business Requirements Document deliverable.
- ▶ **Design Specifications Document:** PCG will define the technical design of our interfaces, including the XSD, formatting, transmission frequency, data elements, and connectivity requirements within this key artifact.

PCG will finalize our scope of work within our Business Requirements and Technical Design Document deliverables, each of which will be submitted to DHHR for approval. Following approval, PCG will develop a Sprint Plan, as needed, defining the sequencing and timing of any required development activities. This Plan will include a series of “mini” projects capturing each required change or enhancement to our AVS. PCG will then create a series of epics and user stories capturing the requirements and level of effort associated with each project in the order of prioritization dictated by DHHR. All user stories will be reviewed with and approved by DHHR.

2. Requirements Definition Phase Deliverables
Business Requirements Document
Requirements Traceability Matrix
Design Specifications Document

Figure 28.0: Requirements Phase Deliverables.

3 **Phase 3 – Implementation and Operations Planning: Day 1 – 40**
 At the inception of any new contract, PCG prefers to formally document our project management and operational processes to ensure adequate governance, controls, and documentation are in place to mitigate any potential risks to the project and to expedite any decisions impacting the project. During the Implementation and Operations Planning Phase, PCG will submit to the State drafts of each of the following artifacts defining and governing PCG’s project activities:

- ▶ **Master Project Management Plan:** PCG will draft a detailed Project Management Plan to define project objectives, activities, deliverables, governance, methodologies, resources, and tools. This document will serve as PCG’s dictionary for all project activities which need to take place in order

to fulfill our contracted scope of work. We will consider this plan to be a living document, and we will update it regularly to reflect any change in processes, protocols, or scheduling.

- ▶ **Work Breakdown Structure:** PCG will draft a detailed, task-by-task plan identifying each major and minor project component and all corresponding tasks, activities, deliverables, and owners.
- ▶ **Communications Management Plan Draft:** This plan will also define our communications and meeting schedule, assign responsibilities for communications, and identify each stakeholder's preferred means of receiving communications from PCG. PCG will define DHHR's reporting requirements, the content of each report, and the timing of the report delivery. The final version of this deliverable will identify each internal and external project stakeholder, what they need to know, when they need to know it, and how we will communicate it to them. PCG will also submit drafts of each of the following artifacts for your review, each of which will define our approach to communications:
 - **Stakeholder Matrix:** PCG's Stakeholder Matrix is a simple tool that we will populate under the advisement of DHHR. The matrix identifies each agency project team member and the communications, deliverables, and reporting on which they should be included, as well as their preferred method(s) of receipt.
 - **RACI:** PCG's RACI Chart will dictate who is responsible for each key activity during this engagement.
- ▶ **Change Management Plan Draft:** PCG will propose a preliminary Change Management Plan for the State's review during the project setup phase, to be finalized during the requirements definition phase. This process will be designed to:
 - Manage and control scope change during the project.
 - Ensure that the project or change is implemented on time and within the approved budget and scope.
 - Evaluate and prioritize all changes to the project.
 - Provide a process for implementing approved changes.

PCG's Change Management Plan details the change management process, including systems, processes, documents, and tools to be used, as well as the stakeholders to be involved. During the requirements definition phase, PCG will review this process with West Virginia until final approval is granted.

- ▶ **Quality Management Plan:** PCG will submit a Quality Management Plan for DHHR's approval, which will document all activities and plans designed to ensure the high-quality performance of PCG's AVS.
- ▶ **Risk & Issue Management Plan:** PCG's Risk & Issue Management Plan will define how risks and issues associated with the AVS project will be identified, analyzed, and managed. This plan will outline how risk and issue management activities will be performed, recorded, and monitored throughout the project life cycle and provides templates and practices for recording and prioritizing risks and addressing issues.
- ▶ **Disaster Recovery and Business Continuity Plan:** PCG's disaster recovery program promotes preparedness, plan familiarity, and team cohesion and will include the scope, schedule, objectives, activation, notification, roles and responsibilities, and restoration measures PCG will deploy in the delivery of our AVS to ensure the continuity of operations in the event of a disaster.
- ▶ **System Security Plan:** PCG will define our approach to information security and privacy, including all activities, tools and responsibilities associated with security. This plan will address intrusion detection and prevention, vulnerability management and scans, physical access standards,

incident response reporting, system and network access, penetration testing, password management, data access rules, and more. Once approved, this plan will be updated annually.

- ▶ **Staffing Management Plan:** PCG will document and detail our proposed staffing approach, including identifying all key staff, backups, roles, responsibilities, and contact information.
- ▶ **Documentation Management Plan:** PCG will draft a detailed plan for establishing and maintaining our project SharePoint site where DHHR can access all project artifacts and deliverables, on demand.
- ▶ **Training Management Plan:** PCG will detail our training schedule, approach (e.g., train-the-trainer, in-person, web-based, etc.), including all materials to be used and the curriculum to be employed.
- ▶ **Test Management Plan:** PCG will document and detail our approach to testing, testing schedule, testing resources, and more, including defining our approach to UAT.
- ▶ **Scope Management Plan:** PCG's Scope Management Plan will detail how we plan to achieve project scope, maintain and control the scope to its baseline, and obtain deliverable acceptance, as well as any tools we will use to plan and manage project scope.
- ▶ **Schedule Management Plan:** PCG's Schedule Management Plan records the planned and actual dates and activity durations for all project activities in the WBS. To create the schedule, PCG identifies dependencies between activities and assigns a duration to each activity. With estimated durations assigned, the schedule is uploaded to and managed using Microsoft Project, a dynamic, interactive project management tool that tracks activity status and project completion.
- ▶ **Cost Management Plan:** PCG's proposed pricing is fixed, absent any requested changes or enhancements to our scope, and PCG will document these potential variables and their potential impact on cost.
- ▶ **Human Resources Management Plan:** PCG takes a proactive approach to human resource management using consistent recruiting, onboarding, training and oversight procedures that provide staffing support across the project lifecycle. Our HR management strategy starts with a comprehensive resource planning phase. This involves identifying the specific skill sets and expertise required at each stage of the project and mapping out a staffing plan that aligns with these requirements.
- ▶ **Data Retention Management Plan:** PCG's data retention management plan is crafted to align with state and federal regulations, ensuring the integrity and availability of data within our AVS system. All our systems and data are hosted in Amazon Web Services (AWS) environment adhering to industry best practices for security, availability, and scalability. Our approach encompasses a comprehensive strategy for data backup, archival, purging, and protection, adhering to the highest standards of data management and security.
- ▶ **Project Team Management Plan:** PCG will document our approach to overseeing project staff, ensuring all staff are trained and appropriately tasked, and promoting engagement throughout the project.
- ▶ **Security Management Plan:** PCG will detail our proposed security posture on this engagement, including summarizing our compliance with applicable state and federal security requirements.
- ▶ **Workflow Management Plan:** PCG's workflow management plan focuses on the systematic coordination of resources, activities, and processes that are necessary to transform inputs into outputs in an efficient and repeatable manner. Our plan ensures that the project activities are executed in an organized sequence, harnessing the appropriate resources, and adhering to established timelines.

- ▶ **Turnover Management Plan:** PCG will develop a turnover management plan which ensures we adequately document all processes, as well as all business, functional, and technical requirements, to ensure the continuity of operations in the event of a change in vendor.
- ▶ **Deliverable Dictionary:** PCG will maintain a running index of all project deliverables, including a summary of each, approval statuses, and acceptance criteria.

3. Implementation and Operations Planning Phase Deliverables

Master Project Management Plan
Communications Plan
Training Plan
Change Management Plan
Quality Management Plan
Risk & Issue Management Plan
Disaster Recovery and Business Continuity Plan
System Security Plan
Work Breakdown Structure
Staffing Management Plan
Documentation Management Plan
Training Management Plan
Testing Management Plan
Scope Management Plan
Schedule Management Plan
Cost Management Plan
Human Resources Management Plan
Data Retention Management Plan
Project Team Management Plan
Security Management Plan
Workflow Management Plan
Turnover Management Plan
Deliverable Dictionary

Figure 29.0: Implementation and Operations Planning Phase Deliverables.

4

Phase 4 – Development and Testing Phase: Day 21 – 80

Because PCG implements using Agile, PCG will initiate development activities early on following contract award, as informed by our approved user stories, sprint plan, and WBS, respectively. Each sprint will culminate with the testing—including user acceptance testing—and demonstration of the development activities which took place during the sprint, ultimately resulting in DHHR’s approval of the development work prior to release.

During this phase, each developed and approved project will be scheduled for release into production. As necessary, any approved releases will be preceded by updates to DHHR trainings and the trainings themselves. PCG also agrees to support and facilitate any additional DHHR testing, including System Integration Testing (SIT) and User Acceptance Testing (UAT), as directed by DHHR.

PCG will also execute any required user trainings during this phase, including any in-person, virtual, and/or web-based trainings.

Highlighting PCG’s Approach to Training

PCG has successfully trained tens of thousands of agency eligibility workers over the past ten years using multiple approaches and tools, both in-person and virtually. During the new contract kickoff phase, PCG will work with the State to develop a formal Training Plan governing any required training activities.

Specifically, PCG’s Training Plan will address each of the following key training considerations:

Plan Component	Description
Location and Tools	PCG will collaborate with DHHR to determine whether trainings should be facilitated through PCG’s existing Learning Management System (LMS) and/or via another approach, including whether any in-person training is required.
Methodology	PCG will collaborate with DHHR to define the methodology for training, including determining whether PCG will rely on automated, Web-based, interactive trainings and/or will employ a hybrid training approach that includes activities outside of the LMS.
Roles and Responsibilities	PCG will collaborate with DHHR to define our role in the training process, including identifying who will be responsible for training communications and scheduling. PCG will identify each training stakeholder, including any State contractors, and their specific roles and responsibilities in the training process.
Training Objectives and Courses	PCG will collaborate with DHHR to define your training goals and which training topics are required, including FCRA, user access and roles, new data sources, and more.
Training Times and Review Timelines	PCG will finalize the training materials review process for the development of all training materials and corresponding documentation. PCG will define this approach within our Training Plan. PCG will also define the estimated amount of time needed for each training course.
Training Update Protocols	PCG will collaborate with DHHR to define the protocols for updating training materials, including any updates required as a result of a system release/change.
Training Support	PCG will define technical and non-technical training support options and contact methods.
Training Artifacts	PCG will catalog all training documents, materials, sites, and equipment used on the training process. PCG anticipates storing these artifacts within the Asset Verification Program project SharePoint site. Additionally, PCG will provide DHHR with a user guide to support and inform training and production activities.
Training Testing and Compliance	PCG will collaborate with DHHR to define the requirements for testing and certifying training materials, preparing training locations (including virtual locations), recording, and ensuring ADA-compliance.

Plan Component	Description
Checklists and FAQs	PCG will collaborate with DHHR to define training instructor checklists, develop frequently asked questions documentation, and any post-training activities.
Training Access	PCG will define how trainees will access PCG trainings, including how to access PCG's training environment.

Figure 30.0: PCG will work with DHHR to define and execute any needed user training.

The components of PCG's Training Plan, as detailed in the table above, will ultimately inform each PCG training activity, including:

Activity	Description
Curriculum Development	PCG will develop and propose a training curriculum within our Training Plan.
Training Materials Definition	PCG will develop training user stories for those sessions to be hosted within PCG's LMS and will submit these to DHHR for approval.
Training Materials Development	PCG will begin developing and submitting training materials for DHHR' review and approval.
Training Plan Deliverable	PCG will submit our Training Plan to DHHR.
Training Materials Development	PCG will initiate development on our LMS-based training modules.
Training Plan Approval	DHHR will approve or edit PCG's Training Plan. PCG will make any requested changes.
Training Scheduling	PCG will work with DHHR to schedule any in-person or live, virtual trainings, and to develop worker announcements/invitations.
Training Materials Approval	Following any edits, DHHR will approve PCG's training materials, including all user stories.
User Communications	PCG via DHHR will communicate the availability of PCG's trainings within our LMS and workers' obligation to complete these trainings. This communication will also include contact information for workers to obtain technical and non-technical assistance with PCG's LMS, if needed.
Trainings	PCG will train DHHR workers either via our LMS, through live, virtual, instructor-led trainings, with onsite trainings, and/or through a combination of approaches, as directed by DHHR.
Support	PCG will provide technical and non-technical training support to all DHHR users via our support staff. All inquiries will be documented and tracked through resolution and these activities will be included on PCG's Weekly Status Report.
Training Revision/Development	PCG will update trainings, materials, and content, as needed, to reflect any changes to our verification service and/or changes in State or Federal policy.

Figure 31.0: PCG's training approach is designed to limit DHHR resource requirements and automate DHHR's monitoring of your workers' compliance with DHHR training requirements.

On behalf of several other PCG HHS agency asset and eligibility verification clients, PCG designed and deployed a web based LMS for agency workers requiring training. PCG developed web-based training, including automated quizzes after each section of the training, as well as web-based final exams. PCG can leverage this LMS as directed by DHHR. Using an LMS to facilitate training on system updates, enhancements, and modifications will allow your workers to take training at their convenience.

PCG's LMS is designed to provide different levels of access depending on which specific group the user belongs to. Users will be able to access the specific training course required for their group and will be prompted as a new user or existing user to complete training according to DHHR requirements.

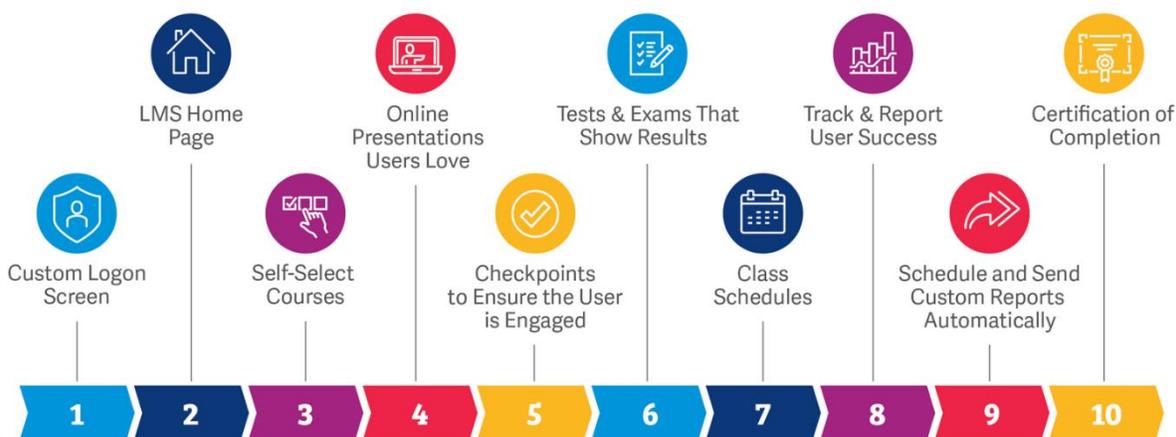


Figure 32.0: PCG's LMS makes training safe, easy, trackable, and transparent; a win-win-win-win for the State of West Virginia.

Below is a screenshot of PCG's LMS dashboard:

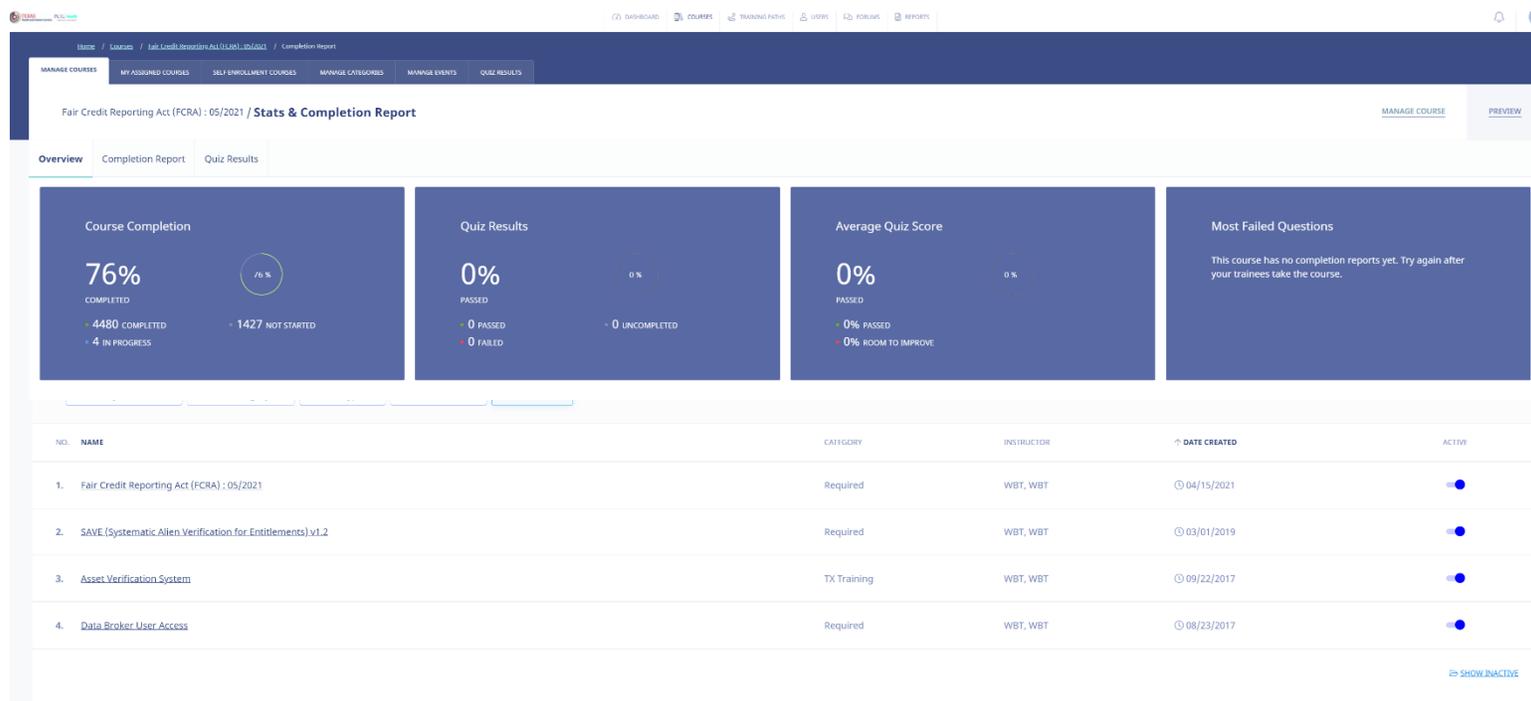


Figure 33.0: PCG's Learning Management System Dashboard.

As needed, PCG will also facilitate and execute live and virtual trainings – via the State’s preferred virtual platform – during which we will introduce our Asset Verification Service and provide instructions on how to submit requests, access results, navigate and interpret these results, and use results to support client follow-up activities. To supplement the in-person sessions, PCG will host various web-based training for case workers and supervisors, as necessary. We also offer additional guidance, including training materials, user guides, and videos of prior web-based training, as needed.

4. Development and Testing Phase Deliverables

- Completed Training
- Completed Testing
- Completed UAT

Figure 34.0: Development and Testing Phase Deliverables.

5 Phase 5 – Production System Acceptance: Day 80

PCG will work with DHHR to obtain approval of our AVS as production-ready while confirming any defects are satisfactorily resolved.

5. Production System Acceptance Deliverables

- Production System Acceptance

Figure 35.0: Production System Acceptance Phase Deliverables.



Phase 6 - Operations: Ongoing

Following West Virginia’s production sign-off, PCG will go live with our AVS, including all support functions.

Following go-live, PCG will perform the following activities:

Activity	Description	Frequency
AVS Request and Response Processing	PCG will obtain and process AVS requests and return AVS data to the State.	Ongoing
Status Calls	At DHHR’s direction, PCG will execute status calls with the agency on either a weekly basis.	Weekly
Status Call Agendas	At least two days prior to scheduled status meetings, PCG will submit a meeting agenda to DHHR.	Weekly
Meeting Minutes	Within one business day following any PCG-DHHR meeting, PCG will disseminate meeting minutes to all meeting attendees.	As needed
Weekly Implementation Status Report	PCG will submit a weekly update on the progress of any new implementation activities, including an updated work breakdown structure outlining the status and timing of all project activities and milestones.	Weekly
Monthly Performance Measures Report	PCG will submit a Monthly Performance Measures Report to DHHR, detailing PCG’s compliance with DHHR’s key performance requirements each quarter.	Monthly
Monthly AVS Analytics Report	PCG will submit a monthly report detailing: <ul style="list-style-type: none"> i. Performance data and metrics; ii. AVS activities and results; iii. Compliance with contract requirements; iv. Status of identified risks, mitigation strategies and activities, and contingency plans; v. Detailed description of any system outages and incidents, including the incident, when and how it was discovered, system and operational impacts, and corrective measures to detect and prevent future major system outages/incidents; vi. Summary data of quality management activities conducted; and vii. Any additional Department ad-hoc report requests. 	Monthly
Updated Financial Institution List	PCG will submit an updated list of financial institutions participating in West Virginia’s AVS.	Monthly
Technical Requirements Updates	PCG will update our Technical Requirements artifact at least annually to reflect any technical changes to our AVS.	Annually

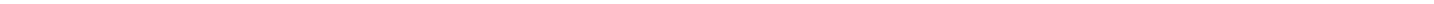
Activity	Description	Frequency
Scheduled System Outage Notification	PCG will notify DHHR of any scheduled system outage at least 72 hours prior to the outage.	As needed
Unplanned System Outage Notification	PCG will notify DHHR within one hour of any unplanned system outage.	As needed
Project Management Support	PCG's Project Director, Project Manager, and Associate Project Manager are available via phone and email at any time should DHHR management have questions or concerns. Key PCG team members, including our Project Director and Project Manager will be available at any time via phone and/or for in-person consultations, upon request.	Ongoing
Technical and Data Support	PCG will provide help desk services to agency users and stakeholders throughout this engagement.	Ongoing
Ad-Hoc Training	PCG agrees to provide ad-hoc training to DHHR users upon request, either virtually, via web-based trainings, and/or through in-person trainings.	Upon Request
Annual Governor's Report	By January 30 th each year, PCG will submit an Annual Governor's Report reflecting all project activities, costs, results, and return on investment realized during the previous year.	Yearly
SOC2 Type II Audit Report	PCG will submit the results of our SOC2 Type II audit to the State on an annual basis.	Annually
Help Desk Services	PCG offers live AVS support to DHHR staff via a dedicated phone number and a help email inbox during all normal Department staff hours. All reported issues are tracked within PCG's TFS issue resolution software. PCG technical support professionals can coordinate with call center staff, as necessary, to ensure timely and satisfactory resolutions to worker issues and/or concerns.	Ongoing
Financial Institution Help Desk	PCG will provide live support to financial institutions either enrolled in or being recruited for the State's AVS program during all regular business hours. This support will be available via phone and email during normal business hours. PCG financial institution support professionals can also coordinate with DHHR call center staff, as necessary, to ensure timely and satisfactory resolutions to worker issues and/or concerns.	Ongoing

Figure 36.0: This isn't PCG's first rodeo; we have successfully operated our asset verification service on behalf of 27 states beginning in 2013.

PCG agrees to work with DHHR to modify this preliminary schedule to meet the State's needs and requirements and in consideration of the availability of the State's IT resources to support implementation into your eligibility system.



2.13 Optional Services



2.13 Optional Services

PCG's optional income verification service is available via a direct integration with PCG's AIVS Multiplexer and/or via a stand-alone portal. PCG has chosen to employ Equifax's The Work Number as this optional service and we have detailed how our AIVS Multiplexer will allow the agency to submit a single request which identifies the data sources to be queried and receive a single, combined response call back to your eligibility system that includes all of the data from each queried source. This will limit agency integration requirements to a single interface, saving IT resources, time, and expense.

The Work Number meets and exceeds all requirements found in section 4.2.1 of the RFQ. What follows is a summary of The Work Number, its features, capabilities, and key differentiators. Additional specifics are available, upon request.

The Work Number brings access to an industry leading database to your eligibility verification processes in an automated and streamlined fashion. Over 2.9 million employers and payroll providers contribute employment and income data to the TWN database. This includes representation of more than two-thirds of the Fortune 500, and businesses across a variety of industries and sizes. The Work Number has become a regularly utilized resource by agencies in local, state, and federal governments in all 50 states for their benefit program eligibility determinations.

The Work Number delivers the benefits of:

- ▶ **Current Data Returned Instantaneously** – Our data is provided to clients 'as-is' as the data is directly contributed and furnished to the database by the relevant employer or payroll provider each time they process payroll. This means the data is current as of the last time payroll was processed by a data contributor and results are returned to client queries instantaneously.
- ▶ **Consolidated** – Our technology platforms focus on performance to provide streamlined, end-to-end processes for eligibility verifications and the user experience.
- ▶ **Flexible Delivery Options** – Our focus is to deliver data in the methods that make the most sense for our consumers and partners. We have real-time web portal access, batch capabilities, and automated System-to-System APIs so that the service is accessible in the manner that best suits each client.
- ▶ **Value Driven Business** – Our business strives to deliver a high-value service and it is our goal to help the State of West Virginia achieve what it needs to accomplish across its strategic goals and processes.

Equifax is experienced in delivering and partnering with government agencies to give them access to data that helps them conduct efficient and effective benefit eligibility decisions. This access is granted to credentialed verifiers with a permissible purpose under the Fair Credit Report Act (FCRA), such as, using the information in determination of an individual's eligibility for a government benefit. If a potential client has a question about permissible purposes we are happy to discuss this with them further. Our team operates data hubs and direct contracts that serve as the foundation for the delivery of verifications in support of programs under the Affordable Care Act (ACA), State Medicaid, Supplemental Nutrition Assistance (SNAP), Assistance for Needy Families (TANF), and Unemployment Insurance (UI) amongst others.

Equifax delivers The Work Number to help government agencies verify employment and income in order to determine an individual's initial or ongoing eligibility for a benefit program. The Work Number is the nation's industry-leading centralized commercial repository of income and employment information. The database is updated each time a contributing employer or payroll provider processes payroll. From large corporations to start-ups, The Work Number database offers credentialed verifiers with permissible purpose access to income and employment data for more than two-thirds of the U.S. non-farm payroll population.² This industry-leading database contains nearly 641 million employment records for verifications of employment and income with 163 million of these records being active records, all capable of being returned on a search instantaneously.

Equifax has become the recognized market leader for employment and income verification services because data provided from The Work Number:

- ▶ Directly furnished and contributed data is available through direct relationships with employers or through payroll provider partnerships.
- ▶ A focus on continued growth – the database currently is directly contributed to by over 2.9 million employers or their payroll providers and Equifax continuously looks for new opportunities.
- ▶ Data contributors span across industries and in size with small, medium, and large employers and payroll providers, including more than two-thirds of the Fortune 500 and the majority of federal government civilian employers contributing to the database.
- ▶ In 2022 alone, Equifax delivered 148 million verifications on behalf of U.S. consumers to credentialed verifiers with permissible purpose for more than 65,000 organizations across the private and public sector.

The Work Number will enable efficient and effective verifications of income and employment for applicants and beneficiaries for the State of West Virginia. Access to this database can also include information such as an individual's present and past employers' names, their current employment status, payroll deductions, and other information as and if additional data elements are provided or reported by the employer.

² Non-farm payroll is a term used by the Bureau of Labor Statistics and is a statistic that represents how many people are employed in the US in manufacturing, construction, and goods companies. Non-farm payroll excludes farm workers, private household employees, and non-profit organization employees. <https://www.bls.gov/news.release/empsit.t17.htm>

How it Works

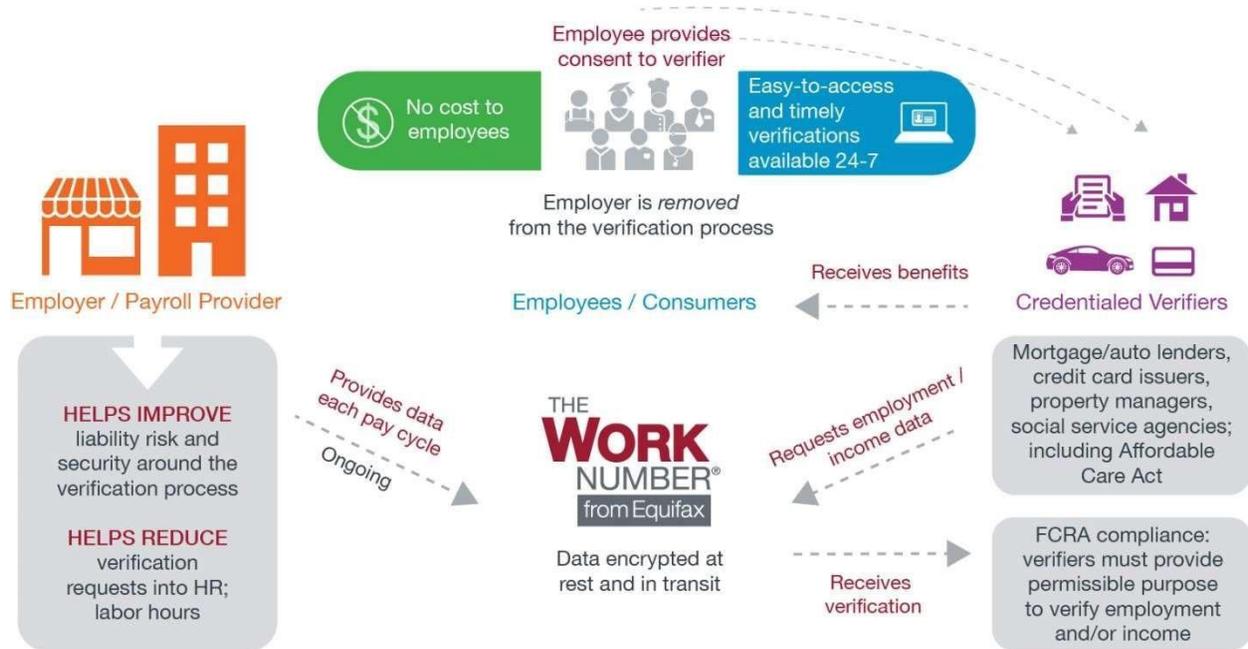


Figure 37.0: A visual representation of how client data flows in and out of The Work Number.

Equifax is an industry leader in providing current income and employment verification data to government agencies and not-for-profit organizations supporting programs such as SNAP, TANF, Medicaid, Social Security, Unemployment Insurance, Housing, and Child Support. Our Social Services Verification product leverages The Work Number, the nation’s largest proprietary database of employment and income information to aid in the administration of public assistance and Child Support programs.

Verification data provided from The Work Number from Equifax helps agencies promote program integrity and get eligible applicants and current beneficiaries the benefits they need by streamlining determinations at all stages of the process, including at:

- ▶ Initial application for benefits.
- ▶ Throughout the benefit lifecycle at designated intervals to learn if a change has occurred that impacts eligibility or need prior to annual renewal or recertification window.
- ▶ Annual Renewal or recertification.

Verification data provided from The Work Number from Equifax also helps Child Support Agencies meet their unique needs by possibly:

- ▶ Locating previously absent parents through verification information.
- ▶ Establishing right-sized support payment orders to ease inconsistencies in collection of those payments.
- ▶ Determine if a change has occurred that impacts a parent’s ability to pay support and modify or re-establish orders accordingly.

Description of the Service

The Social Service Verifications (SSV) product from Equifax uses The Work Number database to instantly search from among millions of employment records contributed by employers and payroll providers nationwide and return available results. This is accomplished through our strong relationship with employers, payroll providers and the majority of federal government civilian employers. The Work Number database is updated each time a contributing employer or payroll provider processes payroll so that clients have access to current information available rather than using data from staler sources and databases. This information can include an employer's name, employer's address, dates of employment, individual's availability of medical and/or dental insurance, present and past pay rate, bonus payments including commissions or other compensations/reimbursements, and up to three (3) years of year-to-date income and pay period details, including payroll deductions as and if such information is reported by an employer.

Uniqueness of The Work Number

Equifax maintains a powerful suite of data insights including The Work Number database, the industry-leading centralized commercial repository of income and employment information in the U.S. We believe no other provider can offer a similar service to provide automated access to all of the records available on The Work Number database instantaneously.

The SSV product helps verify stated income and employment on an application. Additionally, there is the possibility an agency could even learn of previously unreported employment and earnings as database searches are typically conducted by social security number. Searches can be conducted using other information if a social security number is not available for an individual. As mentioned previously, the data returned can even include additional information not typically available from governmental data sources, including, for example, insurance coverage, hours worked and income-by-pay-period as and if such information is reported by the employer.

Many government agencies have approved of the use of third-party payroll sources such as The Work Number to verify household-provided information. In fact, the United States Department of Agriculture issued guidance in August 2019 to all state Supplemental Nutrition Assistance Program (SNAP) agencies that advises, "Third party payroll sources, such as The Work Number, can be used to verify information provided by a household (in writing or verbally)."³

Equifax empowers government agencies to make efficient and effective decisions, streamline operations, and enhance the user experience. With decades of experience serving the public sector, Equifax leverages a unique database, analytics, technology, and expertise to help government clients drive innovation and transform knowledge into insights.

The Work Number Capabilities

The Work Number is a solution that has flexible delivery options and capabilities. Equifax's focus is to deliver data in the methods that make the most sense for our clients and partners and is designed for easier and full integration with client eligibility and enrollment systems. Our solution offers web portal access, batch capabilities and automated System-to-System APIs capabilities depending upon a client's needs.

³ <https://www.fns.usda.gov/snap/information-third-party-payroll-sources>

The Work Number provides an easy user onboarding process and a client administrative interface for Agency administrators to access and add, remove, or modify users on their account.

The proposed solution enables flexible search criteria with options to search from 0 to 36 months of income and employment data. Data returned includes a variety of elements and can include an individual's present and past employers' names, their current employment status, their current income information, including payroll deductions amongst other fields as and if such information is reported by the employer and falls within the selected search filters.



3.0 APPENDICES



Appendix 1 - Regional AVS FI Network

inst_id	fi_name	transfer_m ethod	particip ation_s	nat_branc h_counts	wv_regio n_branch	wv_branc hes	ky_branc hes	md_branc hes	oh_branc hes	pa_branc hes	va_branc hes
10349180	PNC Bank National Association	BATCH	Y	2,723	935	1	98	187	260	304	85
10433400	KeyBank National Association	BATCH	Y	1,239	309	0	0	0	199	110	0
98171752	Citizens Bank National Association	BATCH	Y	1,196	393	0	0	3	89	298	3
10237460	TD Bank National Association	BATCH	Y	1,186	129	0	0	15	0	91	23
10006040	Regions Bank	BATCH	Y	1,178	9	0	9	0	0	0	0
10446200	Fifth Third Bank National Association	BATCH	Y	1,159	393	6	88	0	298	1	0
10364760	Manufacturers and Traders Trust Company	BATCH	Y	1,023	314	2	0	158	0	130	24
10551397	Woodforest National Bank	BATCH	Y	712	202	9	26	10	73	34	50
10419040	First-Citizens Bank and Trust Company	BATCH	Y	592	42	4	0	1	0	0	37
30044100	Santander Bank National Association	BATCH	Y	523	100	0	0	0	0	100	0
10533820	First Horizon Bank	BATCH	Y	467	8	0	0	0	0	0	8
10482940	First National Bank of Pennsylvania	BATCH	Y	400	298	2	0	41	32	223	0
10388580	New York Community Bank	BATCH	Y	261	29	0	0	0	29	0	0
10159120	Old National Bank	BATCH	Y	256	10	0	10	0	0	0	0
10574880	United Bank	BATCH	Y	225	159	51	0	11	1	4	92
10486920	Fulton Bank National Association	BATCH	Y	213	147	0	0	21	0	114	12
50135830	Navy Federal Credit Union	BATCH	Y	199	66	0	4	16	1	0	45
30010670	Northwest Bank	BATCH	Y	191	137	0	0	0	19	118	0
10393060	NBT Bank National Association	BATCH	Y	157	29	0	0	0	0	29	0
10520280	South State Bank	BATCH	Y	155	7	0	0	0	0	0	7
10442400	First Financial Bank	BATCH	Y	147	79	0	13	0	66	0	0
10422220	First Bank	BATCH	Y	138	1	0	0	0	0	0	1
10478780	First Commonwealth Bank	BATCH	Y	136	136	0	0	0	32	104	0
10258284	Berkshire Bank	BATCH	Y	133	2	0	0	0	0	2	0
96693262	Atlantic Union Bank	BATCH	Y	115	112	0	0	1	0	0	111
10443500	The Park National Bank	BATCH	Y	99	91	0	0	0	91	0	0
30041920	Premier Bank	BATCH	Y	73	65	0	0	0	64	1	0
10052600	Cathay Bank	BATCH	Y	73	1	0	0	1	0	0	0
50318700	Chartway Federal Credit Union	BATCH	Y	72	35	0	0	0	1	0	34
10485440	SandT Bank	BATCH	Y	70	70	0	0	0	1	69	0
50109180	The Golden 1 Credit Union	BATCH	Y	70	0	0	0	0	0	0	0

50278150	Members 1st Federal Credit Union	BATCH	Y	58	58	0	0	0	0	58	0
10602420	First Community Bank	BATCH	Y	57	42	18	0	0	0	0	24
10412980	The Fidelity Bank	BATCH	Y	56	2	0	0	0	0	0	2
10219930	Republic Bank and Trust Company	BATCH	Y	39	30	0	27	0	3	0	0
50239310	Visions Federal Credit Union	BATCH	Y	39	8	0	0	0	0	8	0
98013212	HSBC Bank USA National Association	BATCH	Y	36	4	0	0	0	0	0	4
10054274	Hanmi Bank	BATCH	Y	35	1	0	0	0	0	0	1
50201320	Genisys Credit Union	BATCH	Y	33	1	0	0	0	0	1	0
50248370	Truliant Federal Credit Union	BATCH	Y	32	4	0	0	0	0	0	4
10498000	Citizens and Northern Bank	BATCH	Y	29	28	0	0	0	0	28	0
50115510	Logix Federal Credit Union	BATCH	Y	25	2	0	0	1	0	0	1
10475720	Community Bank	BATCH	Y	25	25	7	0	0	1	17	0
10245860	First United Bank and Trust	BATCH	Y	24	24	9	0	15	0	0	0
10476100	Farmers and Merchants Trust Company of Chambersburg	BATCH	Y	21	21	0	0	0	0	21	0
50191710	State Employees Credit Union of Maryland Inc	BATCH	Y	20	20	0	0	20	0	0	0
50248050	Marine Federal Credit Union	BATCH	Y	16	2	0	0	0	0	0	2
10205540	Armed Forces Bank National Association	BATCH	Y	15	2	0	1	0	0	0	1
10603160	The Poca Valley Bank Inc	BATCH	Y	7	7	7	0	0	0	0	0
50134490	Tidemark Federal Credit Union	BATCH	Y	7	1	0	0	1	0	0	0
50280040	Riverfront Federal Credit Union	BATCH	Y	4	4	0	0	0	0	4	0
98168772	Ally Bank	BATCH	Y	1	0	0	0	0	0	0	0
10384700	Citibank NA	WEB	Y	639	16	0	0	10	0	0	6
10603660	WesBanco Bank Inc	WEB	Y	239	227	48	54	28	60	37	0
10365280	Community Bank National Association	WEB	Y	227	28	0	0	0	0	28	0
96672560	Flagstar Bank FSB	WEB	Y	156	1	0	0	0	1	0	0
10179080	First Merchants Bank	WEB	Y	155	10	0	0	0	10	0	0
10441300	Peoples Bank	WEB	Y	148	145	32	47	0	63	0	3
97152760	Pinnacle Bank	WEB	Y	103	9	0	0	0	0	0	9
98505172	Carter Bank and Trust	WEB	Y	98	70	0	0	0	0	0	70
10344920	Provident Bank	WEB	Y	94	5	0	0	0	0	5	0
10600060	City National Bank of West Virginia	WEB	Y	93	93	57	24	0	3	0	9

50318850	Pentagon Federal Credit Union	WEB	Y	93	26	0	1	6	0	5	14
10536220	FirstBank	WEB	Y	87	5	0	5	0	0	0	0
30212340	Dollar Bank, Federal Savings Bank	WEB	Y	84	84	0	0	2	26	52	4
10221900	Community Trust Bank Inc	WEB	Y	80	76	6	70	0	0	0	0
10176480	German American Bank	WEB	Y	75	28	0	28	0	0	0	0
10219960	Stock Yards Bank and Trust Company	WEB	Y	75	67	0	63	0	4	0	0
10182920	First Financial Bank National Association	WEB	Y	69	16	0	16	0	0	0	0
10432120	The Farmers National Bank of Canfield	WEB	Y	66	66	1	0	0	46	19	0
10417620	Southern Bank and Trust Company	WEB	Y	61	10	0	0	0	0	0	10
10247620	Sandy Spring Bank	WEB	Y	60	58	0	0	45	0	0	13
10491140	Mid Penn Bank	WEB	Y	60	55	0	0	0	0	55	0
10151640	The Northern Trust Company	WEB	Y	60	1	0	0	0	1	0	0
10376300	Tompkins Community Bank	WEB	Y	59	18	0	0	0	0	18	0
50113790	Kinecta Federal Credit Union	WEB	Y	57	2	0	0	0	1	1	0
70008244	Bank of Hope	WEB	Y	52	2	0	0	0	0	0	2
96689284	Summit Community Bank Inc	WEB	Y	52	51	28	2	9	0	0	12
96787596	TowneBank	WEB	Y	49	37	0	0	0	0	0	37
10241140	Shore United Bank, National Association	WEB	Y	44	40	0	0	37	0	0	3
10501380	Somerset Trust Company	WEB	Y	43	43	0	0	3	0	40	0
10476800	CNB Bank	WEB	Y	43	32	0	0	0	7	25	0
50123880	UNIFY Financial Federal Credit Union	WEB	Y	42	4	0	1	0	0	0	3
50360708	Baxter Credit Union	WEB	Y	40	4	0	0	1	1	0	2
30045440	Third Federal Savings and Loan Association	WEB	Y	38	21	0	0	0	21	0	0
10439980	LCNB National Bank	WEB	Y	37	37	0	1	0	36	0	0
50110010	Chevron Federal Credit Union	WEB	Y	36	3	0	0	3	0	0	0
30000980	HomeTrust Bank	WEB	Y	36	6	0	0	0	0	0	6
10429220	The Farmers and Merchants State Bank	WEB	Y	36	24	0	0	0	24	0	0
10160220	Banterra Bank	WEB	Y	34	2	0	2	0	0	0	0
50271290	American Heritage Federal Credit Union	WEB	Y	34	32	0	0	0	0	32	0
10447880	Civista Bank	WEB	Y	34	26	0	0	0	26	0	0
30904370	Union Savings Bank	WEB	Y	33	30	0	0	0	28	2	0

50273920	Franklin Mint Federal Credit Union	WEB	Y	33	33	0	0	0	0	33	0
50248900	Sharonview Federal Credit Union	WEB	Y	33	1	0	0	0	0	1	0
50211150	United Federal Credit Union	WEB	Y	33	2	0	0	0	2	0	0
10489320	First Citizens Community Bank	WEB	Y	33	29	0	0	0	0	29	0
98170576	Primis Bank	WEB	Y	32	32	0	0	2	0	0	30
10484880	Wayne Bank	WEB	Y	31	16	0	0	0	0	16	0
10370220	Chemung Canal Trust Company	WEB	Y	31	3	0	0	0	0	3	0
10501460	Univest Bank and Trust Co	WEB	Y	31	28	0	0	0	0	28	0
10531300	Commercial Bank	WEB	Y	30	13	0	13	0	0	0	0
50328010	Connexus Credit Union	WEB	Y	30	3	0	0	0	3	0	0
96681058	CIBC Bank USA	WEB	Y	30	1	0	0	0	1	0	0
10483160	Peoples Security Bank and Trust Company	WEB	Y	29	27	0	0	0	0	27	0
10583780	Citizens and Farmers Bank	WEB	Y	28	28	0	0	0	0	0	28
10494960	Orrstown Bank	WEB	Y	28	28	0	0	5	0	23	0
50269910	Clearview Federal Credit Union	WEB	Y	28	27	0	0	0	1	26	0
50217780	Together Credit Union	WEB	Y	28	2	0	0	0	1	0	1
98564628	The Bank of Princeton	WEB	Y	28	5	0	0	0	0	5	0
10486540	NexTier Bank National Association	WEB	Y	27	27	0	0	0	0	27	0
10219500	Central Bank and Trust Co	WEB	Y	26	26	0	26	0	0	0	0
30012540	ESSA Bank and Trust	WEB	Y	26	26	0	0	0	0	26	0
10482160	ACNB Bank	WEB	Y	26	26	0	0	9	0	17	0
50144200	Delta Community Credit Union	WEB	Y	26	1	0	1	0	0	0	0
10577660	The First Bank and Trust Company	WEB	Y	25	20	0	0	0	0	0	20
97694328	Forcht Bank National Association	WEB	Y	25	25	0	24	0	1	0	0
10577300	Skyline National Bank	WEB	Y	25	15	0	0	0	0	0	15
50318530	Newport News Shipbuilding Employees Credit Union Inc d/b/a Bayport Credit Union	WEB	Y	25	25	0	0	0	0	0	25
50149800	Corporate America Family Credit Union	WEB	Y	25	3	0	0	0	1	1	1
50270730	TruMark Financial Credit Union	WEB	Y	25	25	0	0	0	0	25	0
10572000	The National Bank of Blacksburg	WEB	Y	24	24	0	0	0	0	0	24
10478900	Fidelity Deposit and Discount Bank	WEB	Y	24	24	0	0	0	0	24	0
50297600	Eastman Credit Union	WEB	Y	24	4	0	0	0	0	0	4

50263050	Superior Credit Union Inc	WEB	Y	24	24	0	0	0	24	0	0
10221740	South Central Bank Inc	WEB	Y	23	23	0	23	0	0	0	0
10473940	Journey Bank	WEB	Y	23	23	0	0	0	0	23	0
10571020	Burke and Herbert Bank and Trust Company	WEB	Y	23	23	0	0	0	0	0	23
50264780	Wright Patt Credit Union Inc	WEB	Y	22	22	0	0	0	22	0	0
50169740	Three Rivers Federal Credit Union	WEB	Y	22	1	0	0	0	1	0	0
50319610	Virginia Credit Union Inc	WEB	Y	22	22	0	0	0	0	0	22
50317340	Apple Federal Credit Union	WEB	Y	22	22	0	0	0	0	0	22
10434880	The State Bank and Trust Company	WEB	Y	22	21	0	0	0	21	0	0
10383760	The Bank of New York Mellon	WEB	Y	21	1	0	0	0	0	1	0
50276820	Citadel Federal Credit Union	WEB	Y	21	21	0	0	1	0	20	0
10482500	PeoplesBank, A Codorus Valley Company	WEB	Y	21	21	0	0	4	0	17	0
10442320	The Middlefield Banking Company	WEB	Y	21	21	0	0	0	21	0	0
50195020	Hanscom Federal Credit Union	WEB	Y	21	1	0	0	0	0	0	1
10528320	FandM Bank	WEB	Y	20	1	0	1	0	0	0	0
10582520	First Bank	WEB	Y	20	20	0	0	0	0	0	20
10441400	Unified Bank	WEB	Y	20	20	1	0	0	19	0	0
50263520	Directions Credit Union	WEB	Y	20	18	0	0	0	18	0	0
70009605	Skyla Federal Credit Union	WEB	Y	19	1	0	0	0	0	0	1
96683149	Unity Bank	WEB	Y	19	2	0	0	0	0	2	0
10433980	The Union Bank Company	WEB	Y	19	19	0	0	0	19	0	0
30052850	Penn Community Bank	WEB	Y	19	19	0	0	0	0	19	0
10442660	Consumers National Bank	WEB	Y	19	19	0	0	0	19	0	0
10219600	Independence Bank of Kentucky	WEB	Y	19	19	0	19	0	0	0	0
50318410	ABNB Federal Credit Union	WEB	Y	19	17	0	0	0	0	0	17
50135200	Justice Federal Credit Union	WEB	Y	18	4	1	0	0	0	0	3
10216040	The Cecilian Bank	WEB	Y	18	18	0	18	0	0	0	0
10220940	Traditional Bank Inc	WEB	Y	18	18	0	18	0	0	0	0
50181750	LandN Federal Credit Union	WEB	Y	18	17	0	17	0	0	0	0
96843315	Bank of the James	WEB	Y	18	18	0	0	0	0	0	18
10438500	The Merchants National Bank	WEB	Y	18	18	0	0	0	18	0	0
30065680	First Harrison Bank	WEB	Y	18	5	0	5	0	0	0	0

10473440	First Keystone Community Bank	WEB	Y	18	18	0	0	0	0	18	0
10478920	FNCB Bank	WEB	Y	17	17	0	0	0	0	17	0
30035360	First Federal Savings and Loan Association of Lakewood	WEB	Y	17	17	0	0	0	17	0	0
50236850	Corning Federal Credit Union	WEB	Y	17	2	0	0	0	0	2	0
50318020	Langley Federal Credit Union	WEB	Y	17	17	0	0	0	0	0	17
50182220	Park Federal Credit Union d/b/a Park Community Credit Union	WEB	Y	17	14	0	14	0	0	0	0
10436820	The Croghan Colonial Bank	WEB	Y	17	17	0	0	0	17	0	0
50241490	Heritage Financial Credit Union	WEB	Y	17	1	0	0	0	0	1	0
96731061	New Peoples Bank Inc	WEB	Y	17	16	2	0	0	0	0	14
10230380	Liberty Bank and Trust Company	WEB	Y	17	1	0	1	0	0	0	0
10220700	Monticello Banking Company	WEB	Y	16	16	0	16	0	0	0	0
10499540	1st Summit Bank	WEB	Y	16	16	0	0	0	0	16	0
50348470	Pathways Financial Credit Union	WEB	Y	16	15	0	0	0	15	0	0
10571180	First National Bank	WEB	Y	16	16	0	0	0	0	0	16
10486040	AmeriServ Financial Bank	WEB	Y	16	16	0	0	0	0	16	0
98303134	Metro City Bank	WEB	Y	16	1	0	0	0	0	0	1
10434440	Heartland Bank	WEB	Y	16	16	0	3	0	13	0	0
10437040	The Ohio Valley Bank Company	WEB	Y	16	16	5	0	0	11	0	0
10577440	Benchmark Community Bank	WEB	Y	16	13	0	0	0	0	0	13
10577520	Chesapeake Bank	WEB	Y	16	16	0	0	0	0	0	16
10490920	The Juniata Valley Bank	WEB	Y	16	16	0	0	0	0	16	0
10441740	The Vinton County National Bank	WEB	Y	16	16	0	0	0	16	0	0
10452480	First State Bank	WEB	Y	16	16	0	3	0	13	0	0
50189770	First Peoples Community Federal Credit Union	WEB	Y	16	16	2	0	10	0	4	0
10442560	The Commercial and Savings Bank of Millersburg, Ohio	WEB	Y	16	16	0	0	0	16	0	0
10485860	Jersey Shore State Bank	WEB	Y	16	16	0	0	0	0	16	0
50164100	Alliant Credit Union	WEB	Y	15	1	0	0	0	0	0	1
10008460	First US Bank	WEB	Y	15	1	0	0	0	0	0	1
10578420	The Bank of Marion	WEB	Y	15	14	0	0	0	0	0	14
50297690	Southeast Financial Credit Union	WEB	Y	15	1	0	1	0	0	0	0

50168910	MidWest America Federal Credit Union	WEB	Y	15	2	0	2	0	0	0	0
50181120	Abound Federal Credit Union	WEB	Y	15	15	0	15	0	0	0	0
30901430	BayVanguard Bank	WEB	Y	15	15	0	0	15	0	0	0
10242060	The Bank of Delmarva	WEB	Y	15	8	0	0	8	0	0	0
50263360	Sun Federal Credit Union	WEB	Y	15	15	0	0	0	9	6	0
10572720	The Bank of Southside Virginia	WEB	Y	15	15	0	0	0	0	0	15
50274580	Belco Community Credit Union	WEB	Y	15	15	0	0	0	0	15	0
50243230	Ukrainian Federal Credit Union	WEB	Y	15	1	0	0	0	1	0	0
50315950	New England Federal Credit Union	WEB	Y	15	1	0	0	0	1	0	0
50112210	Farmers Insurance Group Federal Credit Union	WEB	Y	15	1	0	0	0	1	0	0
50117740	Northrop Grumman Federal Credit Union	WEB	Y	14	5	0	0	4	0	0	1
50255960	General Electric Credit Union	WEB	Y	14	12	0	1	0	11	0	0
96692584	Customers Bank	WEB	Y	14	12	0	0	0	0	12	0
50262280	Seven Seventeen Credit Union Inc	WEB	Y	14	14	0	0	0	14	0	0
10167080	Bank of Springfield	WEB	Y	14	1	0	0	1	0	0	0
10219220	First Southern National Bank	WEB	Y	14	14	0	14	0	0	0	0
10576640	The Old Point National Bank of Phoebus	WEB	Y	14	14	0	0	0	0	0	14
50189700	Aberdeen Proving Ground Federal Credit Union	WEB	Y	14	14	0	0	14	0	0	0
10219620	Cumberland Valley National Bank and Trust Company	WEB	Y	14	14	0	14	0	0	0	0
10429100	The Andover Bank	WEB	Y	14	14	0	0	0	9	5	0
50319750	University of Virginia Community Credit Union Inc	WEB	Y	13	13	0	0	0	0	0	13
30037580	Rosedale Federal Savings and Loan Association	WEB	Y	13	13	0	0	13	0	0	0
96729692	MVB Bank Inc	WEB	Y	13	13	10	0	0	0	0	3
50320000	DuPont Community Credit Union	WEB	Y	13	13	0	0	0	0	0	13
50318730	Member One Federal Credit Union	WEB	Y	13	13	0	0	0	0	0	13
50317480	1st Advantage Federal Credit Union	WEB	Y	13	13	0	0	0	0	0	13
50282930	First Commonwealth Federal Credit Union	WEB	Y	13	12	0	0	0	0	12	0

10244120	Hebron Savings Bank	WEB	Y	13	13	0	0	13	0	0	0
50258740	Cardinal Credit Union Inc	WEB	Y	13	13	0	0	0	13	0	0
50257350	Kemba Credit Union	WEB	Y	13	11	0	1	0	10	0	0
50205740	Security Credit Union	WEB	Y	13	1	0	0	0	1	0	0
50191310	Educational Systems Federal Credit Union	WEB	Y	13	13	0	0	13	0	0	0
10484860	The Honesdale National Bank	WEB	Y	13	13	0	0	0	0	13	0
10493980	The First National Bank and Trust Company of Newton	WEB	Y	13	13	0	0	0	0	13	0
50135800	NASA Federal Credit Union	WEB	Y	13	11	0	0	6	0	0	5
10571860	Bank of Clarke	WEB	Y	13	13	0	0	0	0	0	13
10572520	Bank of Botetourt	WEB	Y	13	13	0	0	0	0	0	13
10578580	Touchstone Bank	WEB	Y	13	11	0	0	0	0	0	11
10582880	Farmers and Merchants Bank	WEB	Y	12	12	0	0	0	0	0	12
10529280	Security Bank and Trust Company	WEB	Y	12	1	0	1	0	0	0	0
30017840	First Bank Richmond	WEB	Y	12	5	0	0	0	5	0	0
10480420	The Ephrata National Bank	WEB	Y	12	12	0	0	0	0	12	0
10473040	Kish Bank	WEB	Y	12	12	0	0	0	0	12	0
10600700	Pendleton Community Bank Inc	WEB	Y	12	12	7	0	0	0	0	5
10221640	Citizens Bank of Kentucky Inc	WEB	Y	12	12	0	12	0	0	0	0
10576450	TruPoint Bank	WEB	Y	12	10	0	0	0	0	0	10
50130700	General Electric Employees Federal Credit Union	WEB	Y	12	3	0	0	0	0	2	1
96728368	Virginia National Bank	WEB	Y	12	12	0	0	0	0	0	12
96691452	Planters Bank Inc	WEB	Y	12	8	0	8	0	0	0	0
96673216	Republic First Bank d/b/a Republic Bank	WEB	Y	12	11	0	0	0	0	11	0
30055230	Marquette Savings Bank	WEB	Y	12	12	0	0	0	0	12	0
50277190	Everence Federal Credit Union	WEB	Y	12	9	0	0	0	1	7	1
10216740	The Farmers National Bank of Danville	WEB	Y	12	12	0	12	0	0	0	0
50254060	Telhio Credit Union Inc	WEB	Y	12	12	0	0	0	12	0	0
50325250	Bayer Heritage Federal Credit Union	WEB	Y	12	8	5	0	0	1	2	0
10599900	Clear Mountain Bank Inc	WEB	Y	11	11	10	0	1	0	0	0
10223040	The Citizens National Bank of Somerset	WEB	Y	11	11	0	11	0	0	0	0
10495160	First Northern Bank and Trust Company	WEB	Y	11	11	0	0	0	0	11	0

10437880	Greenville National Bank	WEB	Y	11	10	0	0	0	10	0	0
50319310	Freedom First Federal Credit Union	WEB	Y	11	11	0	0	0	0	0	11
10220300	First Kentucky Bank Inc	WEB	Y	11	11	0	11	0	0	0	0
50324730	Fairmont Federal Credit Union	WEB	Y	11	11	11	0	0	0	0	0
30007090	Guardian Savings Bank	WEB	Y	11	11	0	5	0	6	0	0
50191780	Tower Federal Credit Union	WEB	Y	11	11	0	0	11	0	0	0
10216320	First and Farmers National Bank Inc	WEB	Y	11	11	0	11	0	0	0	0
30035860	Washington Financial Bank	WEB	Y	11	11	0	0	0	0	11	0
50168760	Evansville Teachers Federal Credit Union	WEB	Y	11	4	0	4	0	0	0	0
10439480	The Killbuck Savings Bank Company	WEB	Y	11	11	0	0	0	11	0	0
10482660	LINKBANK	WEB	Y	10	10	0	0	0	0	10	0
10434420	The Community Bank	WEB	Y	10	10	0	0	0	10	0	0
50191160	National Institutes of Health Federal Credit Union	WEB	Y	10	7	0	0	7	0	0	0
10239060	Harford Bank	WEB	Y	10	10	0	0	10	0	0	0
10214940	Wilson and Muir Bank and Trust Company	WEB	Y	10	10	0	10	0	0	0	0
10215000	Peoples Exchange Bank	WEB	Y	10	10	0	10	0	0	0	0
50258860	MyUSA Credit Union	WEB	Y	10	10	0	0	0	10	0	0
50356690	FedEx Employees Credit Association Federal Credit Union	WEB	Y	10	1	0	0	0	0	1	0
10572020	Citizens Bank and Trust Company	WEB	Y	10	10	0	0	0	0	0	10
50251930	BMI Federal Credit Union	WEB	Y	10	10	0	0	0	10	0	0
10490900	Pennian Bank	WEB	Y	10	10	0	0	0	0	10	0
30038660	CFSBank	WEB	Y	10	10	0	0	0	0	10	0
10385109	Woori America Bank	WEB	Y	10	2	0	0	1	0	0	1
30025280	Wallkill Valley Federal Savings and Loan Association	WEB	Y	9	1	0	1	0	0	0	0
50251720	Atomic Credit Union Inc	WEB	Y	9	9	0	0	0	9	0	0
50252920	Century Federal Credit Union	WEB	Y	9	9	0	0	0	9	0	0
50259270	Universal 1 Credit Union Inc	WEB	Y	9	9	0	0	0	9	0	0
10431060	The Citizens National Bank of Bluffton	WEB	Y	9	9	0	0	0	9	0	0
50180870	C-Plant Federal Credit Union	WEB	Y	9	9	0	9	0	0	0	0

10249460	The Farmers Bank of Willards	WEB	Y	9	8	0	0	8	0	0	0
10246880	The Queenstown Bank of Maryland	WEB	Y	9	9	0	0	9	0	0	0
10113200	Industrial Bank	WEB	Y	9	2	0	0	2	0	0	0
10487320	Commercial Bank and Trust of PA	WEB	Y	9	9	0	0	0	0	9	0
10488940	Luzerne Bank	WEB	Y	9	9	0	0	0	0	9	0
50278930	Philadelphia Federal Credit Union	WEB	Y	9	9	0	0	0	0	9	0
50281600	Sun East Federal Credit Union	WEB	Y	9	8	0	0	0	0	8	0
10600160	Bank of Charles Town	WEB	Y	9	9	5	0	1	0	0	3
10494940	Community State Bank of Orbisonia	WEB	Y	9	9	0	0	0	0	9	0
50135880	Northwest Federal Credit Union	WEB	Y	9	9	0	0	2	0	0	7
10507200	PS Bank	WEB	Y	9	9	0	0	0	0	9	0
50360216	Service 1st Federal Credit Union	WEB	Y	9	9	0	0	0	0	9	0
70008567	Fortera Federal Credit Union	WEB	Y	9	4	0	4	0	0	0	0
96683282	First Sentinel Bank	WEB	Y	9	9	1	0	0	0	0	8
10216220	First Community Bank of the Heartland Inc	WEB	Y	9	5	0	5	0	0	0	0
97154464	First Carolina Bank	WEB	Y	9	1	0	0	0	0	0	1
30000410	First Federal Bank of Ohio	WEB	Y	9	9	0	0	0	9	0	0
30002990	William Penn Bank	WEB	Y	9	6	0	0	0	0	6	0
30004160	Malvern Bank National Association	WEB	Y	9	9	0	0	0	0	9	0
50107660	Honda Federal Credit Union	WEB	Y	9	5	0	0	0	5	0	0
50232150	First Harvest Federal Credit Union	WEB	Y	9	2	0	0	0	0	2	0
96673729	Woodlands Bank	WEB	Y	8	8	0	0	0	0	8	0
50191110	Municipal Employees Credit Union of Baltimore Inc	WEB	Y	8	8	0	0	8	0	0	0
10218060	The First National Bank of Grayson	WEB	Y	8	8	0	8	0	0	0	0
50282460	USX Federal Credit Union	WEB	Y	8	8	0	0	0	2	6	0
30065030	Citizens Savings Bank	WEB	Y	8	8	0	0	0	0	8	0
10245580	Middletown Valley Bank	WEB	Y	8	8	0	0	7	0	1	0
50276900	People First Federal Credit Union	WEB	Y	8	8	0	0	0	0	8	0
50276290	Widget Federal Credit Union	WEB	Y	8	8	0	0	0	0	8	0
30907344	Presidential Bank FSB	WEB	Y	8	7	0	0	2	0	0	5
10446460	The Farmers Bank and Savings Company	WEB	Y	8	8	3	0	0	5	0	0

10429520	Sutton Bank	WEB	Y	8	8	0	0	0	8	0	0
10430560	The First National Bank of Bellevue	WEB	Y	8	8	0	0	0	8	0	0
50239450	First Heritage Federal Credit Union	WEB	Y	8	2	0	0	0	0	2	0
10445220	The Old Fort Banking Company	WEB	Y	8	8	0	0	0	8	0	0
50273360	Erie Federal Credit Union	WEB	Y	8	8	0	0	0	0	8	0
50181350	Members Heritage Credit Union	WEB	Y	8	7	0	7	0	0	0	0
30070120	Harleysville Savings Bank	WEB	Y	8	8	0	0	0	0	8	0
30021900	First Federal Savings and Loan Association Green County	WEB	Y	8	8	1	0	0	0	7	0
50191580	First Financial of Maryland Federal Credit Union	WEB	Y	8	8	0	0	8	0	0	0
50253140	CinFed Federal Credit Union	WEB	Y	8	8	0	3	0	5	0	0
10599760	CNB Bank Inc	WEB	Y	8	8	5	0	3	0	0	0
50319890	Beacon Credit Union Inc	WEB	Y	8	8	0	0	0	0	0	8
50319770	URW Community Federal Credit Union	WEB	Y	8	8	0	0	0	0	0	8
50136490	Signal Financial Federal Credit Union	WEB	Y	8	5	0	0	3	0	0	2
50189790	Andrews Federal Credit Union	WEB	Y	8	4	0	0	4	0	0	0
50325700	First Choice America Community Federal Credit Union	WEB	Y	8	8	6	0	0	2	0	0
30047790	PennCrest Bank	WEB	Y	8	8	0	0	0	0	8	0
10221940	First State Bank of the Southeast Inc	WEB	Y	8	7	0	7	0	0	0	0
50318200	ValleyStar Credit Union	WEB	Y	8	8	0	0	0	0	0	8
50190260	Chessie Federal Credit Union	WEB	Y	8	8	2	0	6	0	0	0
10601580	Union Bank Inc	WEB	Y	8	8	8	0	0	0	0	0
10447080	The Richwood Banking Company	WEB	Y	8	8	0	0	0	8	0	0
50317650	CommonWealth One Federal Credit Union	WEB	Y	8	6	0	0	0	0	0	6
10437280	The Genoa Banking Company	WEB	Y	7	7	0	0	0	7	0	0
10170980	First Bank of Berne	WEB	Y	7	1	0	0	0	1	0	0
10217360	Peoples Bank of Kentucky Inc	WEB	Y	7	7	0	7	0	0	0	0
10218400	Peoples Bank and Trust Company of Hazard	WEB	Y	7	7	0	7	0	0	0	0
10219770	River City Bank Inc	WEB	Y	7	6	0	6	0	0	0	0
10220320	FNB Bank Inc	WEB	Y	7	7	0	7	0	0	0	0

10223500	United Southern Bank	WEB	Y	7	7	0	7	0	0	0	0
10224040	United Cumberland Bank	WEB	Y	7	4	0	4	0	0	0	0
10239710	The Harbor Bank of Maryland	WEB	Y	7	7	0	0	7	0	0	0
10241220	The Peoples Bank	WEB	Y	7	7	0	0	7	0	0	0
10243140	Farmers and Merchants Bank	WEB	Y	7	7	0	0	7	0	0	0
10249620	Woodsboro Bank	WEB	Y	7	7	0	0	7	0	0	0
10429480	The Hocking Valley Bank	WEB	Y	7	7	0	0	0	7	0	0
10433100	The Savings Bank	WEB	Y	7	7	0	0	0	7	0	0
10433640	The Peoples Bank Co	WEB	Y	7	7	0	0	0	7	0	0
10434160	North Valley Bank	WEB	Y	7	7	0	0	0	7	0	0
10443000	1st National Bank	WEB	Y	7	7	0	0	0	7	0	0
10448700	Somerville Bank	WEB	Y	7	7	0	0	0	7	0	0
10484840	The Dime Bank	WEB	Y	7	7	0	0	0	0	7	0
10485920	Mauch Chunk Trust Company	WEB	Y	7	7	0	0	0	0	7	0
10489500	Marion Center Bank	WEB	Y	7	7	0	0	0	0	7	0
10501200	Hamlin Bank and Trust Company	WEB	Y	7	6	0	0	0	0	6	0
10505960	Susquehanna Community Bank	WEB	Y	7	7	0	0	0	0	7	0
10577380	Powell Valley National Bank	WEB	Y	7	6	0	0	0	0	0	6
10582260	Pioneer Bank	WEB	Y	7	7	0	0	0	0	0	7
10601380	First Exchange Bank	WEB	Y	7	7	7	0	0	0	0	0
10602220	The Grant County Bank	WEB	Y	7	7	7	0	0	0	0	0
10602600	The Bank of Romney	WEB	Y	7	7	7	0	0	0	0	0
10603340	MCNB Bank and Trust Co	WEB	Y	7	7	6	0	0	0	0	1
30012600	CFBank National Association	WEB	Y	7	7	0	0	0	7	0	0
30040130	Southern Hills Community Bank	WEB	Y	7	7	0	0	0	7	0	0
30040880	First Federal Community Bank National Association	WEB	Y	7	7	0	0	0	7	0	0
30041710	First Federal Savings and Loan Association	WEB	Y	7	7	0	0	0	7	0	0
30047760	Reliance Savings Bank	WEB	Y	7	7	0	0	0	0	7	0
30057400	First Shore Federal Savings and Loan Association	WEB	Y	7	5	0	0	5	0	0	0
50136370	Treasury Department Federal Credit Union	WEB	Y	7	1	0	0	0	0	0	1

50136390	InFirst Federal Credit Union	WEB	Y	7	6	0	0	1	0	0	5
50136410	Advantage Financial Federal Credit Union	WEB	Y	7	1	0	0	0	0	1	0
50170570	Partners 1st Federal Credit Union	WEB	Y	7	1	0	0	0	0	0	1
50182190	Signet Federal Credit Union	WEB	Y	7	7	0	7	0	0	0	0
50190070	Bull Dog Federal Credit Union	WEB	Y	7	7	0	0	6	0	1	0
50214570	SharePoint Credit Union	WEB	Y	7	1	0	0	0	0	0	1
50254500	River Valley Credit Union Inc	WEB	Y	7	7	0	0	0	7	0	0
50261730	Ohio Catholic Federal Credit Union	WEB	Y	7	7	0	0	0	7	0	0
50262860	Bridge Credit Union Inc	WEB	Y	7	7	0	0	0	7	0	0
50269830	Mountain Laurel Federal Credit Union	WEB	Y	7	7	0	0	0	0	7	0
50272850	Century Heritage Federal Credit Union	WEB	Y	7	7	0	0	0	0	7	0
50275120	AmeriChoice Federal Credit Union	WEB	Y	7	7	0	0	0	0	7	0
50277240	Merck Sharp and Dohme Federal Credit Union	WEB	Y	7	7	0	0	0	0	7	0
50277730	New Cumberland Federal Credit Union	WEB	Y	7	7	0	0	0	0	7	0
50282330	Ukrainian Selfreliance Federal Credit Union	WEB	Y	7	6	0	0	1	0	5	0
50283420	Cross Valley Federal Credit Union	WEB	Y	7	7	0	0	0	0	7	0
50316770	Call Federal Credit Union	WEB	Y	7	6	0	0	0	0	0	6
50317030	Henrico Federal Credit Union	WEB	Y	7	7	0	0	0	0	0	7
96689404	First United Bank and Trust Company	WEB	Y	7	7	0	7	0	0	0	0
96732834	Parke Bank	WEB	Y	7	2	0	0	0	0	2	0
96844341	Village Bank	WEB	Y	7	7	0	0	0	0	0	7
97449690	United Community Bank of West Kentucky Inc	WEB	Y	7	7	0	7	0	0	0	0
98011604	Meridian Bank	WEB	Y	7	7	0	0	0	0	7	0
30039200	First Federal Community Bank of Bucyrus	WEB	Y	6	6	0	0	0	6	0	0
10441820	The First National Bank of McConnelsville	WEB	Y	6	6	0	0	0	6	0	0
50206490	Cornerstone Community Financial Credit Union	WEB	Y	6	1	0	0	0	1	0	0
50283500	Horizon Federal Credit Union	WEB	Y	6	6	0	0	0	0	6	0

50254640	Desco Federal Credit Union	WEB	Y	6	6	1	1	0	4	0	0
98567446	Select Bank	WEB	Y	6	5	0	0	0	0	0	5
10245900	Bank of Ocean City	WEB	Y	6	4	0	0	4	0	0	0
10436520	The Fort Jennings State Bank	WEB	Y	6	6	0	0	0	6	0	0
50270160	Lebanon Federal Credit Union	WEB	Y	6	6	0	0	0	0	6	0
50254190	CES Credit Union Inc	WEB	Y	6	6	0	0	0	6	0	0
10171440	FCN Bank National Association	WEB	Y	6	1	0	0	0	1	0	0
30010900	MCS Bank	WEB	Y	6	6	0	0	0	0	6	0
30806520	Brentwood Bank	WEB	Y	6	6	0	0	0	0	6	0
10445600	The First National Bank of Pandora	WEB	Y	6	6	0	0	0	6	0	0
30046420	Liberty Savings Bank FSB	WEB	Y	6	1	0	0	0	1	0	0
10218720	PBK Bank Inc	WEB	Y	6	6	0	6	0	0	0	0
10600460	Citizens Bank of West Virginia Inc	WEB	Y	6	6	6	0	0	0	0	0
10218500	Field and Main Bank	WEB	Y	6	5	0	5	0	0	0	0
50253650	Ohio Educational Credit Union Inc	WEB	Y	6	6	0	0	0	6	0	0
30065860	Hearthside Bank Corporation	WEB	Y	6	3	0	3	0	0	0	0
50282520	Greater Pittsburgh Federal Credit Union	WEB	Y	6	6	0	0	0	0	6	0
10580010	Farmers and Miners Bank	WEB	Y	6	6	0	0	0	0	0	6
50269930	Allegent Community Federal Credit Union	WEB	Y	6	6	0	0	0	0	6	0
30045040	Phoenixville Federal Bank and Trust	WEB	Y	6	6	0	0	0	0	6	0
10434900	Buckeye State Bank	WEB	Y	6	6	0	0	0	6	0	0
50182760	Transcend Credit Union	WEB	Y	6	6	0	6	0	0	0	0
10429180	The Apple Creek Banking Company	WEB	Y	6	6	0	0	0	6	0	0
50135590	FedChoice Federal Credit Union	WEB	Y	6	3	0	0	2	0	1	0
10218800	Citizens Guaranty Bank	WEB	Y	6	6	0	6	0	0	0	0
50136290	State Department Federal Credit Union	WEB	Y	6	3	0	0	1	0	0	2
50260070	PSE Credit Union Inc	WEB	Y	6	6	0	0	0	6	0	0
10221580	The Paducah Bank and Trust Company	WEB	Y	6	6	0	6	0	0	0	0
10602820	Jefferson Security Bank	WEB	Y	6	6	5	0	1	0	0	0
50251080	Buckeye State Credit Union Inc	WEB	Y	6	6	0	0	0	6	0	0
50278960	Eagle One Federal Credit Union	WEB	Y	6	5	0	0	0	0	5	0
10471900	Apollo Trust Company	WEB	Y	6	6	0	0	0	0	6	0
50257440	Quest Federal Credit Union	WEB	Y	6	6	0	0	0	6	0	0

98010158	MainStreet Bank	WEB	Y	6	5	0	0	0	0	0	5
30033130	First Federal Savings and Loan Association of Delta	WEB	Y	6	6	0	0	0	6	0	0
10482020	First United National Bank	WEB	Y	6	6	0	0	0	0	6	0
10439500	Kingston National Bank	WEB	Y	6	6	0	0	0	6	0	0
50317230	Argent Federal Credit Union	WEB	Y	6	6	0	0	0	0	0	6
50229090	First Atlantic Federal Credit Union	WEB	Y	6	1	0	0	0	0	1	0
50191930	WEPCO Federal Credit Union	WEB	Y	6	6	1	0	5	0	0	0
50262330	Sharefax Credit Union Inc	WEB	Y	6	6	0	0	0	6	0	0
50264350	Dover-Phila Federal Credit Union	WEB	Y	6	6	0	0	0	6	0	0
50360906	Ardent Federal Credit Union	WEB	Y	6	6	0	0	0	0	6	0
50276450	Patriot Federal Credit Union	WEB	Y	6	6	0	0	1	0	5	0
97019628	Hometown Bank of Corbin Inc d/b/a Hometown Bank	WEB	Y	6	6	0	6	0	0	0	0
10494560	The Northumberland National Bank	WEB	Y	6	6	0	0	0	0	6	0
30028930	First Federal Savings and Loan Association of Newark	WEB	Y	6	6	0	0	0	6	0	0
10485900	Jim Thorpe Neighborhood Bank	WEB	Y	6	6	0	0	0	0	6	0
50255120	Emery Federal Credit Union	WEB	Y	6	6	0	0	0	6	0	0
50297910	United Southeast Federal Credit Union	WEB	Y	6	3	0	0	0	0	0	3
50280960	Penn East Federal Credit Union	WEB	Y	6	6	0	0	0	0	6	0
50135630	Lafayette Federal Credit Union	WEB	Y	5	3	0	0	1	0	0	2
50252050	Firelands Federal Credit Union	WEB	Y	5	5	0	0	0	5	0	0
50135840	Nymeo Federal Credit Union	WEB	Y	5	5	0	0	5	0	0	0
10601140	Pioneer Community Bank Inc	WEB	Y	5	5	5	0	0	0	0	0
30045970	United Midwest Savings Bank National Association	WEB	Y	5	5	0	0	0	5	0	0
50269980	Allentown Federal Credit Union	WEB	Y	5	5	0	0	0	0	5	0
10601850	Bank of Mingo	WEB	Y	5	5	5	0	0	0	0	0
50190360	First Eagle Federal Credit Union	WEB	Y	5	2	0	0	2	0	0	0
50181380	Advanz Federal Credit Union	WEB	Y	5	4	0	4	0	0	0	0
50252660	Canton School Employees Federal Credit Union	WEB	Y	5	5	0	0	0	5	0	0
50273100	Elliot Community Federal Credit Union	WEB	Y	5	5	0	0	0	0	5	0

10481320	Fleetwood Bank	WEB	Y	5	5	0	0	0	0	5	0
50361214	Central Virginia Federal Credit Union	WEB	Y	5	5	0	0	0	0	0	5
10214720	Citizens Deposit Bank of Arlington Inc	WEB	Y	5	5	0	5	0	0	0	0
10489520	Mars Bank	WEB	Y	5	5	0	0	0	0	5	0
30023490	Arundel Federal Savings Bank	WEB	Y	5	5	0	0	5	0	0	0
10214920	Town and Country Bank and Trust Company	WEB	Y	5	5	0	5	0	0	0	0
30027620	Mechanics Bank	WEB	Y	5	5	0	0	0	5	0	0
50191700	Securityplus Federal Credit Union	WEB	Y	5	5	0	0	5	0	0	0
10603200	The Capon Valley Bank	WEB	Y	5	5	3	0	0	0	0	2
50281740	Freedom Credit Union	WEB	Y	5	5	0	0	0	0	5	0
30901260	Eastern Savings Bank FSB	WEB	Y	5	5	0	0	5	0	0	0
50253990	CME Federal Credit Union	WEB	Y	5	5	0	0	0	5	0	0
10449920	First Bank of Ohio	WEB	Y	5	5	0	0	0	5	0	0
10603500	West Union Bank	WEB	Y	5	5	5	0	0	0	0	0
10603700	Whitesville State Bank	WEB	Y	5	5	5	0	0	0	0	0
30006410	Greenville Federal	WEB	Y	5	5	0	0	0	5	0	0
30004700	Huntington Federal Savings Bank	WEB	Y	5	5	5	0	0	0	0	0
10451940	Farmers State Bank	WEB	Y	5	5	0	0	0	5	0	0
50283350	White Rose Credit Union	WEB	Y	5	5	0	0	0	0	5	0
50283390	Choice One Community Federal Credit Union	WEB	Y	5	5	0	0	0	0	5	0
30002390	InFirst Bank	WEB	Y	5	5	0	0	0	0	5	0
30001530	Altoona First Savings Bank	WEB	Y	5	5	0	0	0	0	5	0
50295570	Appalachian Community Federal Credit Union	WEB	Y	5	1	0	0	0	0	0	1
30903980	Slovenian Savings and Loan Association of Franklin-Conemaugh	WEB	Y	5	5	0	0	0	0	5	0
50191350	Point Breeze Credit Union	WEB	Y	5	5	0	0	5	0	0	0
10775081	Trustar Bank	WEB	Y	5	4	0	0	1	0	0	3
50317330	NextMark Federal Credit Union	WEB	Y	5	5	0	0	0	0	0	5
50317350	Healthcare Systems Federal Credit Union	WEB	Y	5	5	0	0	0	0	0	5
10451380	The First National Bank of Waverly	WEB	Y	5	5	0	0	0	5	0	0

10601280	Logan Bank and Trust Company	WEB	Y	5	5	5	0	0	0	0	0
50271330	Armco Credit Union	WEB	Y	5	5	0	0	0	0	5	0
30023760	Sharon Bank	WEB	Y	5	5	0	0	0	0	5	0
30907276	Abacus Federal Savings Bank	WEB	Y	5	1	0	0	0	0	1	0
10599720	Freedom Bank Inc	WEB	Y	5	5	5	0	0	0	0	0
10223940	West Point Bank	WEB	Y	5	5	0	5	0	0	0	0
50279070	Police and Fire Federal Credit Union	WEB	Y	5	5	0	0	0	0	5	0
97365464	The Freedom Bank of Virginia	WEB	Y	5	5	0	0	0	0	0	5
10602280	BCBank Inc	WEB	Y	5	5	5	0	0	0	0	0
50271200	Priority First Federal Credit Union	WEB	Y	5	5	0	0	0	0	5	0
50319230	RVA Financial Federal Credit Union	WEB	Y	5	5	0	0	0	0	0	5
10220860	Morgantown Bank and Trust Company Incorporated	WEB	Y	5	5	0	5	0	0	0	0
10573680	Miners Exchange Bank	WEB	Y	5	5	0	0	0	0	0	5
10220760	The Citizens Bank	WEB	Y	5	5	0	5	0	0	0	0
50257480	KH Credit Union Inc	WEB	Y	5	5	0	0	0	5	0	0
10217680	Franklin Bank and Trust Company	WEB	Y	5	5	0	5	0	0	0	0
50135110	Wright Patman Congressional Federal Credit Union d/b/a Congressional Federal Credit Union	WEB	Y	5	1	0	0	0	0	0	1
30058460	First Mutual Bank FSB	WEB	Y	5	5	3	0	0	2	0	0
50258220	Glass City Federal Credit Union	WEB	Y	5	5	0	0	0	5	0	0
50270750	Pheple Federal Credit Union	WEB	Y	5	5	0	0	0	0	5	0
10218600	The Lincoln National Bank of Hodgenville	WEB	Y	5	5	0	5	0	0	0	0
50258680	Homeland Credit Union	WEB	Y	5	5	0	0	0	5	0	0
10571360	The Farmers Bank of Appomattox	WEB	Y	5	5	0	0	0	0	0	5
10430880	The Citizens Bank Company	WEB	Y	5	5	0	0	0	5	0	0
50135480	Democracy Federal Credit Union	WEB	Y	5	4	0	0	1	0	1	2
10601320	The Harrison County Bank	WEB	Y	5	5	5	0	0	0	0	0
10602160	Mountain Valley Bank National Association	WEB	Y	4	4	4	0	0	0	0	0
10451620	The Twin Valley Bank	WEB	Y	4	4	0	0	0	4	0	0

50191290	Prince George's Community Federal Credit Union	WEB	Y	4	4	0	0	4	0	0	0
50280020	UFCW Community Federal Credit Union	WEB	Y	4	4	0	0	0	0	4	0
10602620	FNB Bank Inc	WEB	Y	4	4	4	0	0	0	0	0
50349030	Ohio HealthCare Federal Credit Union	WEB	Y	4	4	0	0	0	4	0	0
50259650	First Service Federal Credit Union	WEB	Y	4	4	0	0	0	4	0	0
10602060	Community Bank of Parkersburg	WEB	Y	4	4	4	0	0	0	0	0
10215980	Kentucky Farmers Bank Corporation	WEB	Y	4	4	0	4	0	0	0	0
97904196	Clarion County Community Bank	WEB	Y	4	4	0	0	0	0	4	0
50182970	Service One Credit Union Inc	WEB	Y	4	4	0	4	0	0	0	0
50255540	TrueCore Federal Credit Union	WEB	Y	4	4	0	0	0	4	0	0
10601120	Putnam County Bank	WEB	Y	4	4	4	0	0	0	0	0
10217040	Elkton Bank and Trust Company	WEB	Y	4	4	0	4	0	0	0	0
50260080	Best Reward Federal Credit Union	WEB	Y	4	4	0	0	0	4	0	0
10448400	The Sherwood State Bank	WEB	Y	4	4	0	0	0	4	0	0
50259840	Ohio Valley Community Federal Credit Union	WEB	Y	4	4	0	0	0	4	0	0
50134790	Agriculture Federal Credit Union	WEB	Y	4	3	0	0	2	0	0	1
10215640	Bank of Cadiz and Trust Company	WEB	Y	4	4	0	4	0	0	0	0
30039010	The Home Loan Savings Bank	WEB	Y	4	4	0	0	0	4	0	0
10222360	First and Peoples Bank and Trust Company	WEB	Y	4	4	0	4	0	0	0	0
10215390	Meade County Bank	WEB	Y	4	4	0	4	0	0	0	0
10580160	The Bank of Charlotte County	WEB	Y	4	4	0	0	0	0	0	4
50344070	P and G Mehoopany Employees Federal Credit Union	WEB	Y	4	4	0	0	0	0	4	0
10215400	Citizens Bank	WEB	Y	4	4	0	4	0	0	0	0
50251090	Towpath Credit Union	WEB	Y	4	4	0	0	0	4	0	0
10215800	Citizens Bank and Trust Company	WEB	Y	4	4	0	4	0	0	0	0
50276190	Lanco Federal Credit Union	WEB	Y	4	4	0	0	0	0	4	0
10221260	The Farmers Bank	WEB	Y	4	4	0	4	0	0	0	0
50318740	Topside Federal Credit Union	WEB	Y	4	4	0	0	0	0	0	4
50259140	Aurgroup Financial Credit Union	WEB	Y	4	4	0	0	0	4	0	0
30047160	Presence Bank	WEB	Y	4	4	0	0	0	0	4	0

10447800	The First Central National Bank of St. Paris	WEB	Y	4	4	0	0	0	4	0	0
50135180	Department of Commerce Federal Credit Union	WEB	Y	4	2	0	0	1	0	0	1
30014110	Belmont Savings Bank	WEB	Y	4	4	0	0	0	4	0	0
50319150	Partners Financial Federal Credit Union	WEB	Y	4	4	0	0	0	0	0	4
10113280	The National Capital Bank of Washington	WEB	Y	4	2	0	0	1	0	0	1
50230400	Merck Employees Federal Credit Union	WEB	Y	4	1	0	0	0	0	0	1
50275610	GAP Federal Credit Union	WEB	Y	4	4	0	0	0	0	4	0
50253220	Greater Cincinnati Credit Union	WEB	Y	4	4	0	0	0	4	0	0
50281620	Superior Credit Union	WEB	Y	4	4	0	0	0	0	4	0
50253770	Impact Credit Union	WEB	Y	4	4	0	0	0	4	0	0
50282610	USSCO Johnstown Federal Credit Union	WEB	Y	4	4	0	0	0	0	4	0
50253110	TruPartner Credit Union	WEB	Y	4	4	0	0	0	4	0	0
10218740	Hyden Citizens Bank Inc	WEB	Y	4	4	0	4	0	0	0	0
50257080	IH Credit Union Inc	WEB	Y	4	4	0	0	0	4	0	0
50359582	Long Reach Federal Credit Union	WEB	Y	4	4	4	0	0	0	0	0
10487000	The Bank of Landisburg	WEB	Y	4	4	0	0	0	0	4	0
50279400	PPG and Associates Federal Credit Union	WEB	Y	4	4	0	0	0	0	4	0
10218340	Commonwealth Community Bank Inc	WEB	Y	4	4	0	4	0	0	0	0
10443980	Riverhills Bank	WEB	Y	4	4	0	0	0	4	0	0
50325850	Peoples Federal Credit Union	WEB	Y	4	4	4	0	0	0	0	0
50283310	Wheatland Federal Credit Union	WEB	Y	4	4	0	0	0	0	4	0
50319330	Blue Eagle Credit Union	WEB	Y	4	4	0	0	0	0	0	4
50325760	West Virginia Federal Credit Union	WEB	Y	4	4	4	0	0	0	0	0
50270170	New Alliance Federal Credit Union	WEB	Y	4	4	0	0	0	0	4	0
50283400	CityMark Federal Credit Union	WEB	Y	4	4	0	0	0	0	4	0
50272470	Diamond Credit Union	WEB	Y	4	4	0	0	0	0	4	0
98564442	Waterford Bank National Association	WEB	Y	4	2	0	0	0	2	0	0
50283460	Vantage Trust Federal Credit Union	WEB	Y	4	4	0	0	0	0	4	0
50180400	Autotruck Financial Credit Union	WEB	Y	4	4	0	4	0	0	0	0
30064200	Cecil Bank	WEB	Y	4	4	0	0	4	0	0	0

50279970	Lancaster Red Rose Credit Union	WEB	Y	4	4	0	0	0	0	4	0
50270530	United Community Federal Credit Union	WEB	Y	4	4	0	0	0	0	4	0
50274000	Frick Financial Federal Credit Union	WEB	Y	4	4	0	0	0	0	4	0
50263830	University of Toledo Federal Credit Union	WEB	Y	4	4	0	0	0	4	0	0
10223020	Cumberland Security Bank Inc	WEB	Y	4	4	0	4	0	0	0	0
50189750	ACT 1st Federal Credit Union	WEB	Y	4	4	1	0	3	0	0	0
30047150	Mercer Savings Bank	WEB	Y	4	4	0	0	0	4	0	0
50353160	Timberland Federal Credit Union	WEB	Y	4	4	0	0	0	0	4	0
10600840	Calhoun County Bank Inc	WEB	Y	4	4	4	0	0	0	0	0
50250800	Abbey Credit Union Inc	WEB	Y	4	4	0	0	0	4	0	0
10452600	The Citizens National Bank of Woodsfield	WEB	Y	4	4	0	0	0	4	0	0
30048560	Sewickley Savings Bank	WEB	Y	3	3	0	0	0	0	3	0
98506028	Old Dominion National Bank	WEB	Y	3	3	0	0	0	0	0	3
98346672	Bank of Lexington Inc	WEB	Y	3	3	0	3	0	0	0	0
10443860	The Peoples Savings Bank	WEB	Y	3	3	0	0	0	3	0	0
50278370	Pennsylvania Central Federal Credit Union	WEB	Y	3	3	0	0	0	0	3	0
50279960	Corry Federal Credit Union	WEB	Y	3	3	0	0	0	0	3	0
10600640	The Fayette County National Bank of Fayetteville	WEB	Y	3	3	3	0	0	0	0	0
50252530	Community Star Credit Union Inc	WEB	Y	3	3	0	0	0	3	0	0
10603100	The Bank of Monroe	WEB	Y	3	3	3	0	0	0	0	0
50252980	Champion Credit Union Inc	WEB	Y	3	3	0	0	0	3	0	0
10223900	Bank of the Mountains Inc	WEB	Y	3	3	0	3	0	0	0	0
30036810	The Home Savings and Loan Company of Kenton Ohio dba HSLC	WEB	Y	3	3	0	2	0	1	0	0
50282710	Boeing Helicopters Credit Union d/b/a BHCUCU	WEB	Y	3	3	0	0	0	0	3	0
10223650	Pinnacle Bank Inc	WEB	Y	3	3	0	3	0	0	0	0
50283170	West-Aircomm Federal Credit Union	WEB	Y	3	3	0	0	0	0	3	0
50254830	Eaton Family Credit Union	WEB	Y	3	2	0	0	0	2	0	0

50283720	Heritage Valley Federal Credit Union	WEB	Y	3	3	0	0	0	0	3	0
10223200	Springfield State Bank	WEB	Y	3	3	0	3	0	0	0	0
50316720	Bronco Federal Credit Union	WEB	Y	3	3	0	0	0	0	0	3
50255160	Midwest Community Federal Credit Union	WEB	Y	3	3	0	0	0	3	0	0
50316860	Baylands Family Credit Union	WEB	Y	3	3	0	0	0	0	0	3
50316880	Connects Federal Credit Union	WEB	Y	3	3	0	0	0	0	0	3
50317400	Peoples Advantage Federal Credit Union	WEB	Y	3	3	0	0	0	0	0	3
30904590	National Cooperative Bank National Association	WEB	Y	3	3	0	0	0	3	0	0
10222380	The First National Bank of Russell Springs	WEB	Y	3	3	0	3	0	0	0	0
10440940	The Bank of Magnolia Company	WEB	Y	3	3	0	0	0	3	0	0
10222120	Farmers Bank and Trust Company, Princeton, Kentucky	WEB	Y	3	3	0	3	0	0	0	0
50256190	Golden Circle Credit Union Inc	WEB	Y	3	3	0	0	0	3	0	0
10221540	Owingsville Banking Company	WEB	Y	3	3	0	3	0	0	0	0
10580020	Lee Bank and Trust Company	WEB	Y	3	3	0	0	0	0	0	3
50319000	Park View Federal Credit Union	WEB	Y	3	3	0	0	0	0	0	3
50257310	Jeep Country Federal Credit Union	WEB	Y	3	3	0	0	0	3	0	0
10574260	Movement Bank	WEB	Y	3	1	0	0	0	0	0	1
50319820	Salem VA Medical Center Federal Credit Union	WEB	Y	3	3	0	0	0	0	0	3
10220440	Jackson County Bank	WEB	Y	3	3	0	3	0	0	0	0
50257920	TopMark Federal Credit Union	WEB	Y	3	3	0	0	0	3	0	0
50258070	Millstream Area Credit Union Inc	WEB	Y	3	3	0	0	0	3	0	0
50258490	Pillar Credit Union, Inc	WEB	Y	3	3	0	0	0	3	0	0
50258530	Friends and Family Credit Union	WEB	Y	3	3	0	0	0	3	0	0
10220380	Bank of Maysville	WEB	Y	3	3	0	3	0	0	0	0
50258710	Medina County Federal Credit Union	WEB	Y	3	3	0	0	0	3	0	0
10438380	The Hicksville Bank	WEB	Y	3	2	0	0	0	2	0	0
50324900	First Priority Federal Credit Union	WEB	Y	3	3	2	1	0	0	0	0

50325030	Mountain Heritage Federal Credit Union	WEB	Y	3	3	3	0	0	0	0	0
50259340	Hopewell Federal Credit Union	WEB	Y	3	3	0	0	0	3	0	0
50259690	OUCU Financial Credit Union Inc	WEB	Y	3	2	0	0	0	2	0	0
50326050	West Virginia Central Federal Credit Union	WEB	Y	3	3	3	0	0	0	0	0
10220140	Magnolia Bank Incorporated	WEB	Y	3	3	0	3	0	0	0	0
50339280	Lake Chem Community Federal Credit Union	WEB	Y	3	3	0	3	0	0	0	0
50349700	ProMedica Federal Credit Union	WEB	Y	3	3	0	0	0	3	0	0
50262530	Softite Community Federal Credit Union	WEB	Y	3	3	0	0	0	3	0	0
10494080	New Tripoli Bank	WEB	Y	3	3	0	0	0	0	3	0
50262820	Stark Federal Credit Union	WEB	Y	3	3	0	0	0	3	0	0
10219480	Bank of the Bluegrass and Trust Company	WEB	Y	3	3	0	3	0	0	0	0
10492220	UNB Bank	WEB	Y	3	3	0	0	0	0	3	0
10436480	Community First Bank National Association	WEB	Y	3	3	0	0	0	3	0	0
50359922	Commodore Perry Federal Credit Union	WEB	Y	3	3	0	0	0	3	0	0
10215040	Bedford Loan and Deposit Bank	WEB	Y	3	3	0	3	0	0	0	0
50263960	Lakeview Federal Credit Union	WEB	Y	3	3	0	0	0	3	0	0
30042150	SSB Community Bank	WEB	Y	3	3	0	0	0	3	0	0
50360532	American Partners Federal Credit Union	WEB	Y	3	1	0	0	0	0	0	1
50360582	Arize Federal Credit Union	WEB	Y	3	3	0	0	0	0	3	0
50180720	Class Act Federal Credit Union	WEB	Y	3	3	0	3	0	0	0	0
10479880	Elderton State Bank	WEB	Y	3	3	0	0	0	0	3	0
10218940	Bank of Jamestown	WEB	Y	3	3	0	3	0	0	0	0
10218900	Citizens Bank and Trust Company of Jackson	WEB	Y	3	3	0	3	0	0	0	0
10218860	First State Bank	WEB	Y	3	3	0	3	0	0	0	0
70009651	The Chesapeake Bank and Trust Co	WEB	Y	3	3	0	0	3	0	0	0
50181830	Beacon Community Credit Union	WEB	Y	3	3	0	3	0	0	0	0
10218520	The Citizens Bank	WEB	Y	3	2	0	2	0	0	0	0
10218040	The Commercial Bank of Grayson	WEB	Y	3	3	0	3	0	0	0	0

10218020	Peoples Bank	WEB	Y	3	3	0	3	0	0	0	0
50182170	Owensboro Federal Credit Union	WEB	Y	3	3	0	3	0	0	0	0
50192050	WSSC Federal Credit Union	WEB	Y	3	2	0	0	2	0	0	0
98851930	Frontier Community Bank	WEB	Y	3	3	0	0	0	0	0	3
50270990	First Choice Federal Credit Union	WEB	Y	3	3	0	0	0	0	3	0
97020738	1st Colonial Community Bank	WEB	Y	3	1	0	0	0	0	1	0
10215820	Taylor County Bank	WEB	Y	3	3	0	3	0	0	0	0
99104812	Oak View National Bank	WEB	Y	3	3	0	0	0	0	0	3
50271270	Inspire Federal Credit Union	WEB	Y	3	3	0	0	0	0	3	0
99137296	CornerStone Bank NA	WEB	Y	3	3	0	0	0	0	0	3
10215440	Bank of Edmonson County	WEB	Y	3	3	0	3	0	0	0	0
10603760	Williamstown Bank Inc	WEB	Y	3	3	3	0	0	0	0	0
30003110	Fairfield Federal Savings and Loan Association of Lancaster	WEB	Y	3	3	0	0	0	3	0	0
10603720	The First National Bank of Williamson	WEB	Y	3	3	2	1	0	0	0	0
50271980	Top Tier Federal Credit Union	WEB	Y	3	3	0	0	0	0	3	0
30008270	The Covington Savings and Loan Association	WEB	Y	3	3	0	0	0	3	0	0
30010160	The Cincinnatus Savings and Loan Company	WEB	Y	3	3	0	0	0	3	0	0
50189900	Baltimore County Empl Federal Credit Union	WEB	Y	3	3	0	0	3	0	0	0
50273280	Tendto Credit Union	WEB	Y	3	3	0	0	0	0	3	0
30028080	Hancock County Savings Bank FSB	WEB	Y	3	3	3	0	0	0	0	0
50273680	Tri County Area Federal Credit Union	WEB	Y	3	3	0	0	0	0	3	0
50190600	HAR-Co Credit Union	WEB	Y	3	3	0	0	3	0	0	0
30056660	Greenville Savings Bank	WEB	Y	3	3	0	0	0	0	3	0
50273970	Freedom United Federal Credit Union	WEB	Y	3	3	0	0	0	0	3	0
10429820	The Baltic State Bank	WEB	Y	3	3	0	0	0	3	0	0
50274800	Hershey Federal Credit Union	WEB	Y	3	3	0	0	0	0	3	0
50274920	Tri Boro Federal Credit Union	WEB	Y	3	3	0	0	0	0	3	0
10449660	The First National Bank of Sycamore	WEB	Y	3	3	0	0	0	3	0	0
30030430	New Carlisle Federal Savings Bank	WEB	Y	3	3	0	0	0	3	0	0
50181680	Metro Employees Credit Union Inc	WEB	Y	2	2	0	2	0	0	0	0

50260150	Maumee Valley Credit Union	WEB	Y	2	2	0	0	0	2	0	0
50260110	Port Conneaut Federal Credit Union	WEB	Y	2	2	0	0	0	2	0	0
10220160	The First National Bank of Manchester	WEB	Y	2	2	0	2	0	0	0	0
50181700	Greater Kentucky Credit Union	WEB	Y	2	2	0	2	0	0	0	0
50325590	Ravenswood Federal Credit Union	WEB	Y	2	2	2	0	0	0	0	0
50277900	Kinzua Federal Credit Union	WEB	Y	2	2	0	0	0	0	2	0
10528330	Peoples Bank and Trust Company of Pickett County	WEB	Y	2	1	0	1	0	0	0	0
50325410	167th TFR Federal Credit Union	WEB	Y	2	2	2	0	0	0	0	0
50270490	Ingersoll-Rand Federal Credit Union	WEB	Y	2	2	0	0	0	0	2	0
50229630	IRCO Community Federal Credit Union	WEB	Y	2	1	0	0	0	0	1	0
10220220	The Peoples Bank	WEB	Y	2	2	0	2	0	0	0	0
50259090	Faith Community United Credit Union Inc	WEB	Y	2	2	0	0	0	2	0	0
50270560	West Branch Valley Federal Credit Union	WEB	Y	2	2	0	0	0	0	2	0
50270680	Multi-Schools Federal Credit Union	WEB	Y	2	2	0	0	0	0	2	0
50273780	Armstrong Associates Federal Credit Union	WEB	Y	2	2	0	0	0	0	2	0
50324680	Eastern Panhandle Federal Credit Union	WEB	Y	2	2	2	0	0	0	0	0
10429160	The Antwerp Exchange Bank Company	WEB	Y	2	2	0	0	0	2	0	0
30047890	Investment Savings Bank	WEB	Y	2	2	0	0	0	0	2	0
50324610	Home Federal Credit Union	WEB	Y	2	2	2	0	0	0	0	0
50270760	Bellco Federal Credit Union	WEB	Y	2	2	0	0	0	0	2	0
10217720	Fredonia Valley Bank	WEB	Y	2	2	0	2	0	0	0	0
10448960	The Farmers Savings Bank	WEB	Y	2	2	0	0	0	2	0	0
50320080	Jackson River Community Credit Union	WEB	Y	2	2	0	0	0	0	0	2
10216300	Bank of Columbia	WEB	Y	2	2	0	2	0	0	0	0
96729208	Asian Bank	WEB	Y	2	2	0	0	0	0	2	0
10216140	Bank of Clarkson	WEB	Y	2	2	0	2	0	0	0	0
30034390	Compass Savings Bank	WEB	Y	2	2	0	0	0	0	2	0
30021230	Conneaut Savings Bank	WEB	Y	2	2	0	0	0	2	0	0
96793990	The Murray Bank	WEB	Y	2	2	0	2	0	0	0	0
10215840	Farmers and Traders Bank of Campton	WEB	Y	2	2	0	2	0	0	0	0

10221020	The Peoples Bank	WEB	Y	2	2	0	2	0	0	0	0
50191050	SkyPoint Federal Credit Union	WEB	Y	2	2	0	0	2	0	0	0
50319160	Richmond Virginia Fire Police Credit Union Inc	WEB	Y	2	2	0	0	0	0	0	2
50256490	Hancock Federal Credit Union	WEB	Y	2	2	0	0	0	2	0	0
50279470	Mon Valley Community Federal Credit Union	WEB	Y	2	2	0	0	0	0	2	0
50277670	Parkview Community Federal Credit Union	WEB	Y	2	2	0	0	0	0	2	0
50318460	Newport News Municipal Employees Credit Union Inc	WEB	Y	2	2	0	0	0	0	0	2
50317920	KEMBA Roanoke Federal Credit Union	WEB	Y	2	2	0	0	0	0	0	2
50251030	BFG Federal Credit Union	WEB	Y	2	2	0	0	0	2	0	0
10441200	The Marblehead Bank	WEB	Y	2	2	0	0	0	2	0	0
30905818	The Wilmington Savings Bank	WEB	Y	2	2	0	0	0	2	0	0
10215520	Bank of Buffalo	WEB	Y	2	2	0	2	0	0	0	0
50317560	Front Royal Fedral Credit Union	WEB	Y	2	2	0	0	0	0	0	2
50277460	NE PA Community Federal Credit Union	WEB	Y	2	2	0	0	0	0	2	0
10451280	The Waterford Commercial and Savings Bank	WEB	Y	2	2	0	0	0	2	0	0
50317490	Homebase Federal Credit Union	WEB	Y	2	2	0	0	0	0	0	2
10222600	The Salyersville National Bank	WEB	Y	2	2	0	2	0	0	0	0
10600300	Clay County Bank Inc	WEB	Y	2	2	2	0	0	0	0	0
10780681	Riverside Bank of Dublin	WEB	Y	2	2	0	0	0	2	0	0
50271400	Beaver Valley Federal Credit Union	WEB	Y	2	2	0	0	0	0	2	0
50316740	Mountain Empire Federal Credit Union	WEB	Y	2	2	0	0	0	0	0	2
50250860	Acme Federal Credit Union	WEB	Y	2	2	0	0	0	2	0	0
50271620	Grove City Area Federal Credit Union	WEB	Y	2	2	0	0	0	0	2	0
50278510	P C Federal Credit Union	WEB	Y	2	2	0	0	0	0	2	0
50278090	Pinpoint Fedral Credit Union	WEB	Y	2	2	0	0	0	0	2	0
50275130	Newell Federal Credit Union	WEB	Y	2	2	0	0	0	0	2	0
30903850	Woodsfield Savings Bank	WEB	Y	2	2	0	0	0	2	0	0
50275310	Steel Strong Community Federal Credit Union	WEB	Y	2	2	0	0	0	0	2	0

30008240	Citizens Federal Savings and Loan Association	WEB	Y	2	2	0	0	0	2	0	0
30060680	The Peoples Savings and Loan Company	WEB	Y	2	2	0	0	0	2	0	0
50278010	North East Welch Federal Credit Union	WEB	Y	2	1	0	0	0	0	1	0
50275540	Friendly Federal Credit Union	WEB	Y	2	2	0	0	0	0	2	0
50282990	Reliance Federal Credit Union	WEB	Y	2	2	0	0	0	0	2	0
50254000	Education First Credit Union	WEB	Y	2	2	0	0	0	2	0	0
10603420	The Citizens Bank of Weston	WEB	Y	2	2	2	0	0	0	0	0
50275600	GNC Community Federal Credit Union	WEB	Y	2	2	0	0	0	0	2	0
30035870	Fidelity Federal Savings and Loan Association of Delaware	WEB	Y	2	2	0	0	0	2	0	0
50253210	Postal Family Credit Union Inc	WEB	Y	2	2	0	0	0	2	0	0
10441800	The Citizens National Bank of McConnelsville	WEB	Y	2	2	0	0	0	2	0	0
50359600	Twin Oaks Federal Credit Union	WEB	Y	2	2	2	0	0	0	0	0
50272410	Community Connect Federal Credit Union	WEB	Y	2	2	0	0	0	0	2	0
50359680	VA Pittsburgh Employees Federal Credit Union	WEB	Y	2	2	0	0	0	0	2	0
50281090	Mercer County Community Federal Credit Union	WEB	Y	2	2	0	0	0	0	2	0
50263010	Summit Federal Credit Union	WEB	Y	2	2	0	0	0	2	0	0
10493060	The Neffs National Bank	WEB	Y	2	2	0	0	0	0	2	0
50355910	Franklin-Oil Region Credit Union	WEB	Y	2	2	0	0	0	0	2	0
50280940	NET Federal Credit Union	WEB	Y	2	2	0	0	0	0	2	0
50252670	Community One Credit Union of Ohio	WEB	Y	2	2	0	0	0	2	0	0
50353360	Northern Kentucky Federal Credit Union	WEB	Y	2	2	0	2	0	0	0	0
50273250	Americo Federal Credit Union	WEB	Y	2	2	0	0	0	0	2	0
10219300	The Farmers National Bank of Lebanon	WEB	Y	2	2	0	2	0	0	0	0
50262490	Day-Met Credit Union Inc	WEB	Y	2	2	0	0	0	2	0	0
10602260	The First National Bank of Peterstown	WEB	Y	2	2	1	0	0	0	0	1
10437060	The Peoples Bank	WEB	Y	2	2	0	0	0	2	0	0
30041320	The Peoples Savings and Loan Company	WEB	Y	2	2	0	0	0	2	0	0

10215280	Farmers State Bank	WEB	Y	2	2	0	2	0	0	0	0
50262140	Achieve Credit Union Inc	WEB	Y	2	2	0	0	0	2	0	0
10445880	The Pataskala Banking Company	WEB	Y	2	2	0	0	0	2	0	0
50362002	Guthrie Community Federal Credit Union	WEB	Y	2	2	0	0	0	0	2	0
10451860	The Union Banking Company	WEB	Y	2	2	0	0	0	2	0	0
10600480	Davis Trust Company	WEB	Y	2	2	2	0	0	0	0	0
50136140	Money One Federal Credit Union	WEB	Y	2	2	0	0	2	0	0	0
98504460	Hometown Bank of Pennsylvania	WEB	Y	2	2	0	0	0	0	2	0
50335870	PWC Employees Credit Union	WEB	Y	2	2	0	0	0	0	0	2
50335860	Beach Municipal Federal Credit Union	WEB	Y	2	2	0	0	0	0	0	2
50260910	Riverview Federal Credit Union	WEB	Y	2	2	0	0	0	2	0	0
50260790	Erie Community Federal Credit Union	WEB	Y	2	2	0	0	0	2	0	0
50270000	Lehigh Valley Educators Credit Union	WEB	Y	2	2	0	0	0	0	2	0
50190550	Market USA Federal Credit Union	WEB	Y	2	1	0	0	1	0	0	0
10215420	The First National Bank of Brooksville	WEB	Y	2	2	0	2	0	0	0	0
50282560	URE Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
30021860	The Versailles Savings and Loan Company	WEB	Y	1	1	0	0	0	1	0	0
30027530	First Federal Savings and Loan Association of Centerburg	WEB	Y	1	1	0	0	0	1	0	0
30035510	Van Wert Federal Savings Bank	WEB	Y	1	1	0	0	0	1	0	0
30040690	Carrollton Federal Savings and Loan Association	WEB	Y	1	1	0	1	0	0	0	0
30044400	The Equitable Savings and Loan Company	WEB	Y	1	1	0	0	0	1	0	0
30063510	Jarrettsville Federal Savings and Loan Association	WEB	Y	1	1	0	0	1	0	0	0
30063610	Blue Grass Federal Savings and Loan Association	WEB	Y	1	1	0	1	0	0	0	0
30804220	The Galion Building and Loan Bank	WEB	Y	1	1	0	0	0	1	0	0
30804830	Tioga-Franklin Savings Bank	WEB	Y	1	1	0	0	0	0	1	0
30805350	Port Richmond Savings	WEB	Y	1	1	0	0	0	0	1	0
30901130	Home Savings Bank FSB	WEB	Y	1	1	0	1	0	0	0	0

30906742	USAA Federal Savings Bank	WEB	Y	1	0	0	0	0	0	0	0
10579100	Farmers and Merchants Bank of Craig County	WEB	Y	1	1	0	0	0	0	0	1
50135700	Marriott Employees Federal Credit Union	WEB	Y	1	1	0	0	1	0	0	0
10503560	The Turbotville National Bank	WEB	Y	1	1	0	0	0	0	1	0
50136050	FedFinancial Federal Credit Union	WEB	Y	1	1	0	0	1	0	0	0
50136450	TruEnergy Federal Credit Union	WEB	Y	1	1	0	0	0	0	0	1
50181170	Your Hometown Federal Credit Union	WEB	Y	1	1	0	1	0	0	0	0
50181510	Eastern Kentucky Federal Credit Union	WEB	Y	1	1	0	1	0	0	0	0
50182045	MSD Federal Credit Union	WEB	Y	1	1	0	1	0	0	0	0
50182490	Cove Federal Credit Union	WEB	Y	1	1	0	1	0	0	0	0
10451980	The National Bank of Adams County of West Union	WEB	Y	1	1	0	0	0	1	0	0
50189980	Atlantic Financial Federal Credit Union	WEB	Y	1	1	0	0	1	0	0	0
50190460	Ferko Maryland Federal Credit Union	WEB	Y	1	1	0	0	1	0	0	0
50190580	Greenbelt Federal Credit Union	WEB	Y	1	1	0	0	1	0	0	0
50191520	St Joseph Medical Center MD Federal Credit Union	WEB	Y	1	1	0	0	1	0	0	0
50191640	MVP Postal and Printing Federal Credit Union	WEB	Y	1	1	0	0	1	0	0	0
10443280	The Mount Victory State Bank	WEB	Y	1	1	0	0	0	1	0	0
50251750	Advantage Credit Union	WEB	Y	1	1	0	0	0	1	0	0
50252060	BSE Credit Union Inc	WEB	Y	1	1	0	0	0	1	0	0
50252300	Brewster Federal Credit Union	WEB	Y	1	1	0	0	0	1	0	0
50252720	Carey Poverello Federal Credit Union	WEB	Y	1	1	0	0	0	1	0	0
50253350	Painesville Credit Union	WEB	Y	1	1	0	0	0	1	0	0
50253860	Integrity Federal Credit Union	WEB	Y	1	1	0	0	0	1	0	0
50255350	Falls Catholic Credit Union Inc	WEB	Y	1	1	0	0	0	1	0	0
50255800	Members Choice Credit Union, Inc.	WEB	Y	1	1	0	0	0	1	0	0
50255930	Emerald Credit Union Inc	WEB	Y	1	1	0	0	0	1	0	0
50255970	Geauga Credit Union Inc	WEB	Y	1	1	0	0	0	1	0	0
50256260	Gorman-Rupp and Associates Credit Union Inc	WEB	Y	1	1	0	0	0	1	0	0

50257400	Kennametal-Orwell Employees Federal Credit Union	WEB	Y	1	1	0	0	0	1	0	0
50257500	Kyger Creek Credit Union Inc	WEB	Y	1	1	0	0	0	1	0	0
10437340	The First National Bank of Germantown	WEB	Y	1	1	0	0	0	1	0	0
50260120	Greater Wayne Community Federal Credit Union	WEB	Y	1	1	0	0	0	1	0	0
50261450	St Joseph Federal Credit Union	WEB	Y	1	1	0	0	0	1	0	0
50261510	Your Legacy Federal Credit Union	WEB	Y	1	1	0	0	0	1	0	0
98434078	Hyperion Bank	WEB	Y	1	1	0	0	0	0	1	0
50262170	Scott Associates Credit Union Inc	WEB	Y	1	1	0	0	0	1	0	0
50262220	Sylvania Area Federal Credit Union	WEB	Y	1	1	0	0	0	1	0	0
50262500	SandJ School Employees Federal Credit Union	WEB	Y	1	1	0	0	0	1	0	0
50262540	Bay Area Credit Union Inc	WEB	Y	1	1	0	0	0	1	0	0
50262570	Sorg-Bay West Federal Credit Union	WEB	Y	1	1	0	0	0	1	0	0
50263460	Toledo Metro Federal Credit Union	WEB	Y	1	1	0	0	0	1	0	0
50263570	Educational Community Alliance Credit Union	WEB	Y	1	1	0	0	0	1	0	0
50263990	Ashland Community Federal Credit Union	WEB	Y	1	1	0	0	0	1	0	0
50264060	Steel Valley Federal Credit Union	WEB	Y	1	1	0	0	0	1	0	0
50264440	Wayne County Community Federal Credit Union	WEB	Y	1	1	0	0	0	1	0	0
50264880	Mahoning Valley Federal Credit Union	WEB	Y	1	1	0	0	0	1	0	0
50269730	Alcoa Pittsburgh Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50269920	City Co Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50270190	Ambridge Area Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50270310	APCI Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50270520	ATandT Empl Pittsburgh PA Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50270550	First Area Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50270850	Bethlehem 1st Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
10431900	The Farmers and Merchants Bank	WEB	Y	1	1	0	0	0	1	0	0
50271340	Moonlight Credit Union	WEB	Y	1	1	0	0	0	0	1	0

50271360	Butler County Teachers Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50271430	CACL Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50271970	Clairton Works Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50272070	Colfax Power Plant Empl Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50272220	Copper and Glass Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50272260	Corry Jamestown Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50273260	Erie Firefighters Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
10430960	The First National Bank of Blanchester	WEB	Y	1	1	0	0	0	1	0	0
50273540	Fayette Federal Employee Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50273900	1st Ed Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50274300	Greater Latrobe Schools Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50275080	IBEW Local 56 Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50275290	Iron Workers Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50275460	Jessop Community Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50275890	Kennaford Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50275980	KGC Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50276420	Lesco Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50276710	UFCW Local 23 Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50276740	Locomotive and Control Employee Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50277980	3Hill Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50278000	North Districts Community Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50278030	North Penn Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50278170	Penntech Employees Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50278400	PALCO Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50278620	Penn Hills Municipal Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50279040	Penn Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0

50279410	Greater Pittsburgh Police Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50279500	CommonRoots Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50280010	UFCW Local 1776 Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50280240	Pagoda Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50280350	Family 1st Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50280400	R S Bellco Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50280670	Saint Nicholas Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50280730	St Vincent Erie Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50280810	Sarco Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50280970	Scranton Times Downtown Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50281080	SCA Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50281230	S R U Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50281400	Pennstar Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50282300	Visionary Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
30020070	Milton Savings Bank	WEB	Y	1	1	0	0	0	0	1	0
50282620	Utilities Empl Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50282810	Wabelco Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50282980	Discovery Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50283030	APS Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50283100	Susquehanna Valley Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50283300	Westmoreland Water Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50283510	Williamsport Teachers Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50283660	Wyrope Williamsport Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50316440	Augusta County Federal Credit Union	WEB	Y	1	1	0	0	0	0	0	1
50316810	Celco Community Federal Credit Union	WEB	Y	1	1	0	0	0	0	0	1
98633502	The Victory Bank	WEB	Y	1	1	0	0	0	0	1	0
50317150	Summit Hampton Roads Federal Credit Union	WEB	Y	1	1	0	0	0	0	0	1
50317570	G E A Employees Fedral Credit Union	WEB	Y	1	1	0	0	0	0	0	1

50317710	Hampton Roads Educators Credit Union Inc	WEB	Y	1	1	0	0	0	0	0	1
50318000	Kraftsman Federal Credit Union	WEB	Y	1	1	0	0	0	0	0	1
50318160	Lynchburg Municipal Employees Federal Credit Union	WEB	Y	1	1	0	0	0	0	0	1
50318270	Metropolitan Church Federal Credit Union	WEB	Y	1	1	0	0	0	0	0	1
50318520	Hopewell Chemical Federal Credit Union	WEB	Y	1	1	0	0	0	0	0	1
10221060	Hart County Bank and Trust Company	WEB	Y	1	1	0	1	0	0	0	0
50318910	PFD Firefighters Credit Union Inc	WEB	Y	1	1	0	0	0	0	0	1
50319060	First NRV Fedral Credit Union	WEB	Y	1	1	0	0	0	0	0	1
50319210	Richmond Heritage Federal Credit Union	WEB	Y	1	1	0	0	0	0	0	1
50319680	Vantage Point Federal Credit Union	WEB	Y	1	1	0	0	0	0	0	1
50319910	Virginia United Methodist Credit Union Inc d/b/a The United Methodist Credit Union	WEB	Y	1	1	0	0	0	0	0	1
50319930	Virginia State University Federal Credit Union	WEB	Y	1	1	0	0	0	0	0	1
50320010	Augusta Health Care Credit Union Inc	WEB	Y	1	1	0	0	0	0	0	1
50324300	Raleigh County Federal Credit Union	WEB	Y	1	1	1	0	0	0	0	0
50324450	Cha Tel Federal Credit Union	WEB	Y	1	1	1	0	0	0	0	0
50324540	Cape Federal Credit Union	WEB	Y	1	1	1	0	0	0	0	0
50324890	Huntington CandO Railway Employees Federal Credit Union	WEB	Y	1	1	1	0	0	0	0	0
50324920	Huntington West Virginia Firemen's Federal Credit Union	WEB	Y	1	1	1	0	0	0	0	0
50325070	Kemba Charleston Federal Credit Union	WEB	Y	1	1	1	0	0	0	0	0
50325340	National Employees Federal Credit Union	WEB	Y	1	1	1	0	0	0	0	0
50325470	Members Choice WV Federal Credit Union	WEB	Y	1	1	1	0	0	0	0	0
50325560	One Community Federal Credit Union	WEB	Y	1	1	1	0	0	0	0	0

50325620	Romney Federal Credit Union	WEB	Y	1	1	1	0	0	0	0	0
50326080	Metro Community Federal Credit Union	WEB	Y	1	1	1	0	0	0	0	0
50334540	Signature Federal Credit Union	WEB	Y	1	1	0	0	0	0	0	1
50339440	Minerva Area Federal Credit Union	WEB	Y	1	1	0	0	0	1	0	0
50340810	Daviess County Teachers Federal Credit Union	WEB	Y	1	1	0	1	0	0	0	0
50342330	Erie City Employee Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50342770	Choptank Electric Co-op Federal Credit Union	WEB	Y	1	1	0	0	1	0	0	0
50342870	Baltimore Washington Federal Credit Union	WEB	Y	1	1	0	0	1	0	0	0
50348490	IU7 Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50349050	Allegheny Health Services Empl Federal Credit Union	WEB	N	1	1	0	0	0	0	1	0
50355870	Morrow County Federal Credit Union	WEB	Y	1	1	0	0	0	1	0	0
50358310	Spojnia Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50358830	Knoll Employees Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50358840	Berkeley County Public Schools Federal Credit Union	WEB	Y	1	1	1	0	0	0	0	0
50358880	Marshall County Federal Credit Union	WEB	Y	1	1	1	0	0	0	0	0
50359318	Main Impact Federal Credit Union	WEB	Y	1	1	0	1	0	0	0	0
50360180	Tri-Valley Service Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50360276	CAMC Federal Credit Union	WEB	Y	1	1	1	0	0	0	0	0
50360308	KUE Federal Credit Union	WEB	Y	1	1	0	1	0	0	0	0
50360380	Ohio Valley Federal Credit Union	WEB	Y	1	1	0	0	0	1	0	0
50360864	The Way Credit Union Inc	WEB	Y	1	1	0	0	0	1	0	0
50361094	Raleigh County Educators Federal Credit Union	WEB	Y	1	1	1	0	0	0	0	0
50361500	IBEW Local No 5 Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
50361744	Blackhawk Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
10219280	The Citizens National Bank of Lebanon	WEB	Y	1	1	0	1	0	0	0	0
50361912	CMC-FCPI Empl Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
70009378	Natrium Employees Federal Credit Union	WEB	Y	1	1	1	0	0	0	0	0

70009395	Teamsters Local 697 Federal Credit Union	WEB	Y	1	1	1	0	0	0	0	0
70009427	Loudoun Credit Union	WEB	Y	1	1	0	0	0	0	0	1
96673037	Mosaic Federal Credit Union	WEB	Y	1	1	0	0	0	0	0	1
10111860	Discover Bank	WEB	Y	1	0	0	0	0	0	0	0
96673259	First Miami University Student Federal Credit Union	WEB	Y	1	1	0	0	0	1	0	0
96691412	Toledo Urban Federal Credit Union	WEB	Y	1	1	0	0	0	1	0	0
96793635	Settlers Bank	WEB	Y	1	1	0	0	0	1	0	0
96843448	Buckeye Community Bank	WEB	Y	1	1	0	0	0	1	0	0
97020996	Citizens Bank of Cumberland County Inc	WEB	Y	1	1	0	1	0	0	0	0
97021120	Century Bank of Kentucky Inc	WEB	Y	1	1	0	1	0	0	0	0
97899888	New Life Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
99137534	New Horizon Bank National Association	WEB	Y	1	1	0	0	0	0	0	1
10795331	Community First Fund Federal Credit Union	WEB	Y	1	1	0	0	0	0	1	0
30006460	Community Savings	WEB	Y	1	1	0	0	0	1	0	0
99978914	Nueva Esperanza Community Credit Union	WEB	Y	1	1	0	0	0	1	0	0
10384120	JPMorgan Chase Bank, National Association	WS	Y	4,816	405	19	60	0	323	2	1
10080140	Wells Fargo Bank National Association	WS	Y	4,601	475	0	0	71	0	201	203
10077420	Bank of America, National Association	WS	Y	3,945	297	0	0	132	0	56	109
10423360	Truist Bank	WS	Y	3,020	955	61	100	203	2	229	360
10433000	US Bank National Association	WS	Y	2,747	341	0	98	0	243	0	0
10433900	The Huntington National Bank	WS	Y	1,280	522	24	10	0	441	47	0
10230340	Capital One National Association	WS	Y	381	92	0	0	57	0	0	35
10113060	Wilmington Savings Fund Society FSB	WS	Y	117	67	0	0	0	0	67	0
10461080	BOKF National Association	WS	Y	114	0	0	0	0	0	0	0
50163250	State Farm Federal Credit Union	FAX	Y	21	4	0	0	1	1	1	1
50256020	GenFed Financial Credit Union Inc	FAX	Y	12	9	0	0	0	9	0	0
50257370	KEMBA Financial Credit Union	FAX	Y	11	11	0	0	0	11	0	0
30041950	Wayne Savings Community Bank	FAX	Y	11	11	0	0	0	11	0	0

10433020	The North Side Bank and Trust Company	FAX	Y	9	9	0	0	0	9	0	0
30002340	West View Savings Bank	FAX	Y	5	5	0	0	0	0	5	0
50278760	Pennsylvania State Empl Credit Union	FAX	Y	4	4	0	0	0	0	4	0
50264070	North Coast Credit Union	FAX	Y	4	4	0	0	0	4	0	0
10215940	First National Bank of Kentucky	FAX	Y	2	2	0	2	0	0	0	0
50279810	P R R South Fork Federal Credit Union	FAX	Y	2	2	0	0	0	0	2	0
10222440	The Sacramento Deposit Bank	FAX	Y	2	2	0	2	0	0	0	0
30016390	Liberty Bank	FAX	Y	2	2	0	0	0	2	0	0
10602760	The Pleasants County Bank	FAX	Y	2	2	2	0	0	0	0	0
50349020	Cincinnati Healthcare Associates Federal Credit Union	FAX	Y	2	2	0	0	0	2	0	0
50181070	The Health and Education Federal Credit Union	FAX	Y	2	2	0	2	0	0	0	0
50345130	Merho Federal Credit Union	FAX	Y	2	2	0	0	0	0	2	0
30054710	Farmers Building and Savings Bank	FAX	Y	1	1	0	0	0	0	1	0
30058480	E*Trade Bank	FAX	Y	1	1	0	0	0	0	0	1
30901650	The Glen Burnie Mutual Savings Bank	FAX	Y	1	1	0	0	1	0	0	0
50191360	Post Office Credit Union of Maryland Inc	FAX	Y	1	1	0	0	1	0	0	0
50253080	Chivaho Federal Credit Union	FAX	Y	1	1	0	0	0	1	0	0
50258870	Butler Heritage Federal Credit Union	FAX	Y	1	1	0	0	0	1	0	0
50263150	Tappan Community Credit Union Inc	FAX	Y	1	1	0	0	0	1	0	0
50270070	Your Choice Federal Credit Union	FAX	Y	1	1	0	0	0	0	1	0
50271260	Bucks County Empl Credit Union	FAX	Y	1	1	0	0	0	0	1	0
50273530	Fayette County School Employee Credit Union	FAX	Y	1	1	0	0	0	0	1	0
50275710	Blair County Federal Credit Union	FAX	Y	1	1	0	0	0	0	1	0
50278350	P A A C Transit Division Federal Credit Union	FAX	Y	1	1	0	0	0	0	1	0
50280060	Reading Berks School Empl Credit Union	FAX	Y	1	1	0	0	0	0	1	0
50280300	Dow Bucks County Federal Credit Union	FAX	Y	1	1	0	0	0	0	1	0
50281360	Springdale P P G Federal Credit Union	FAX	Y	1	1	0	0	0	0	1	0

50282230	Central Susquehanna Community Federal Credit Union	FAX	Y	1	1	0	0	0	0	1	0
50282680	Vasco Federal Credit Union	FAX	Y	1	1	0	0	0	0	1	0
50282890	Washington Area Teachers Federal Credit Union	FAX	Y	1	1	0	0	0	0	1	0
50318550	Norfolk Fire Department Federal Credit Union	FAX	Y	1	1	0	0	0	0	0	1
10220400	Security Bank and Trust Co	FAX	Y	1	1	0	1	0	0	0	0
50325170	McDowell County Federal Credit Union	FAX	Y	1	1	1	0	0	0	0	0
50341050	Highway Federal Credit Union	FAX	Y	1	1	0	0	0	0	1	0
50359650	Marion County School Employees Federal Credit Union	FAX	Y	1	1	1	0	0	0	0	0
50361788	Glatco Credit Union	FAX	Y	1	1	0	0	0	0	1	0
50361838	UALU 354 Federal Credit Union	FAX	Y	1	1	0	0	0	0	1	0
70009421	Star City Federal Credit Union	FAX	Y	1	1	0	0	0	0	0	1
70009480	Cincinnati Employees Credit Union	FAX	Y	1	1	0	0	0	1	0	0
96692621	American Bank	FAX	Y	1	1	0	0	0	0	1	0
10216200	Clinton Bank	FAX	Y	1	1	0	1	0	0	0	0
10216400	Whitaker Bank Inc	MAIL	Y	48	48	0	48	0	0	0	0
96853791	Blue Ridge Bank National Association	MAIL	Y	26	26	0	0	0	0	0	26
10496800	BNY Mellon National Association	MAIL	Y	23	6	0	0	0	0	6	0
98064938	Goldman Sachs Bank USA	MAIL	Y	20	1	0	0	0	0	1	0
10574200	American National Bank and Trust Company	MAIL	Y	20	14	0	0	0	0	0	14
96727771	EagleBank	MAIL	Y	19	14	0	0	6	0	0	8
98505746	First Bank	MAIL	N	18	4	0	0	0	0	4	0
96680836	Heritage Bank Inc	MAIL	Y	17	17	0	16	0	1	0	0
30027060	Firsttrust Savings Bank	MAIL	Y	17	17	0	0	0	0	17	0
10216960	Edmonton State Bank	MAIL	Y	16	13	0	13	0	0	0	0
70001350	CoBank, ACB	MAIL	N	15	1	0	1	0	0	0	0
10486060	Jonestown Bank and Trust Company	MAIL	N	14	14	0	0	0	0	14	0
50180770	Commonwealth Credit Union	MAIL	Y	13	13	0	13	0	0	0	0
10240260	Calvin B Taylor Banking Company	MAIL	Y	12	11	0	0	9	0	0	2
10497940	QNB Bank	MAIL	Y	11	11	0	0	0	0	11	0

10499580	Mercer County State Bank	MAIL	Y	11	11	0	0	0	0	11	0
50207310	Parda Federal Credit Union	MAIL	N	11	1	0	0	0	0	1	0
97441046	Embassy Bank for the Lehigh Valley	MAIL	Y	11	11	0	0	0	0	11	0
98066766	Beal Bank USA	MAIL	Y	11	1	0	0	0	0	1	0
98645858	FVCbank	MAIL	Y	9	8	0	0	3	0	0	5
10220200	Farmers Bank and Trust Company	MAIL	Y	9	9	0	9	0	0	0	0
50361910	Healthcare First Credit Union	MAIL	Y	9	9	0	0	0	0	9	0
50283610	Benchmark Federal Credit Union	MAIL	Y	8	6	0	0	0	0	5	1
10243600	The Bank of Glen Burnie	MAIL	Y	8	8	0	0	8	0	0	0
98377268	John Marshall Bank	MAIL	Y	8	7	0	0	1	0	0	6
10442720	Minster Bank	MAIL	Y	8	8	0	0	0	8	0	0
10215120	Community Financial Services Bank	MAIL	Y	8	8	0	8	0	0	0	0
97707718	Traditions Bank	MAIL	Y	8	8	0	0	0	0	8	0
10452020	The First Citizens National Bank of Upper Sandusky	MAIL	Y	8	8	0	0	0	8	0	0
10443320	The Henry County Bank	MAIL	Y	7	7	0	0	0	7	0	0
10443840	The Farmers State Bank	MAIL	Y	7	6	0	0	0	6	0	0
10490860	Mifflinburg Bank and Trust Company	MAIL	Y	7	7	0	0	0	0	7	0
50256340	Firefighters Community Credit Union Inc	MAIL	Y	7	7	0	0	0	7	0	0
96673144	Beal Bank	MAIL	Y	7	2	0	0	0	1	1	0
97157872	Westfield Bank FSB	MAIL	Y	7	7	0	0	0	7	0	0
97900922	Forbright Bank	MAIL	Y	7	7	0	0	5	0	0	2
50262840	Credit Union of Ohio	MAIL	Y	6	6	0	0	0	6	0	0
50254470	Day Air Credit Union Inc	MAIL	Y	6	6	0	0	0	6	0	0
50325050	Pioneer Appalachia Federal Credit Union	MAIL	N	6	6	6	0	0	0	0	0
30024580	United Savings Bank	MAIL	Y	6	6	0	0	0	0	6	0
50270720	Omega Federal Credit Union	MAIL	Y	6	6	0	0	0	0	6	0
50272080	Star USA Federal Credit Union	MAIL	Y	6	6	6	0	0	0	0	0
10221160	United Citizens Bank and Trust Company	MAIL	Y	6	6	0	6	0	0	0	0
50277230	MC Federal Credit Union	MAIL	Y	6	6	0	0	0	0	6	0
50136000	US Postal Service Federal Credit Union	MAIL	Y	6	3	0	0	2	0	1	0

50190170	Cedar Point Federal Credit Union	MAIL	Y	6	6	0	0	6	0	0	0
50261470	Fremont Federal Credit Union	MAIL	Y	6	6	0	0	0	6	0	0
50251730	Associated School Employees Credit Union Inc	MAIL	Y	6	6	0	0	0	6	0	0
50318360	NAE Federal Credit Union	MAIL	Y	6	6	0	0	0	0	0	6
30043810	First Federal Savings Bank of Kentucky	MAIL	Y	6	6	0	6	0	0	0	0
50264210	Vacationland Federal Credit Union	MAIL	Y	6	6	0	0	0	6	0	0
98075018	United Citizens Bank of Southern Kentucky	MAIL	Y	5	5	0	5	0	0	0	0
50136220	United States Senate Federal Credit Union	MAIL	Y	5	3	0	0	0	0	0	3
10435080	The First National Bank of Dennison	MAIL	Y	5	5	0	0	0	5	0	0
10219580	The Casey County Bank Inc	MAIL	Y	5	5	0	5	0	0	0	0
50152000	Chicago Patrolmens Federal Credit Union	MAIL	Y	5	2	0	0	0	2	0	0
50253190	Cincinnati Ohio Police Federal Credit Union	MAIL	Y	5	5	0	0	0	5	0	0
10443780	Peoples State Bank	MAIL	Y	5	5	0	0	0	5	0	0
10443580	First National Bank in New Bremen	MAIL	Y	5	5	0	0	0	5	0	0
50182870	University of Kentucky Federal Credit Union	MAIL	Y	5	5	0	5	0	0	0	0
97025010	American Bank and Trust Company Inc	MAIL	Y	5	5	0	5	0	0	0	0
50251390	Antioch Credit Union Inc	MAIL	Y	5	5	0	0	0	5	0	0
10576420	Legacy Bank	MAIL	Y	5	5	0	0	0	0	0	5
10220660	The Farmers Bank of Milton	MAIL	Y	5	4	0	4	0	0	0	0
99025216	Virginia Partners Bank	MAIL	Y	5	5	0	0	1	0	0	4
96793927	Capital Bank National Association	MAIL	Y	5	4	0	0	3	0	0	1
30048590	Hatboro Federal Savings	MAIL	Y	4	4	0	0	0	0	4	0
98075264	1st Trust Bank Inc	MAIL	Y	4	4	0	4	0	0	0	0
50181220	Green River Area Federal Credit Union	MAIL	Y	4	4	0	4	0	0	0	0
98170366	First Resource Bank	MAIL	Y	4	4	0	0	0	0	4	0
97347306	Main Street Bank Corp	MAIL	Y	4	4	4	0	0	0	0	0
50336440	CHROME Federal Credit Union	MAIL	Y	4	4	0	0	0	0	4	0
50269790	Earning Tree Federal Credit Union	MAIL	Y	4	4	0	0	0	0	4	0

50191000	Freedom of Maryland Federal Credit Union	MAIL	N	4	4	0	0	4	0	0	0
50269950	Allegheny Kiski Postal Federal Credit Union	MAIL	Y	4	4	0	0	0	0	4	0
50282090	Transit Workers Federal Credit Union	MAIL	Y	4	4	0	0	0	0	4	0
30021790	Ambler Savings Bank	MAIL	Y	4	4	0	0	0	0	4	0
50253820	CODE Credit Union	MAIL	Y	4	4	0	0	0	4	0	0
30018340	Valley Central Bank	MAIL	N	4	4	0	0	0	4	0	0
50192020	Mid-Atlantic Federal Credit Union	MAIL	Y	4	4	0	0	4	0	0	0
10445380	Osgood Bank	MAIL	Y	4	4	0	0	0	4	0	0
50359210	The United Federal Credit Union	MAIL	Y	4	4	2	0	0	0	2	0
10219400	Lewisburg Banking Company	MAIL	Y	4	4	0	4	0	0	0	0
50319280	Roanoke Valley Community Federal Credit Union	MAIL	Y	4	4	0	0	0	0	0	4
10316340	Federal Reserve Bank of St Louis	MAIL	Y	4	1	0	1	0	0	0	0
50180370	Ashland Credit Union	MAIL	N	4	3	0	2	0	1	0	0
96672687	Members Trust Company	MAIL	Y	4	1	0	0	0	0	0	1
10442120	Farmers and Merchants Bank	MAIL	Y	4	4	0	0	0	4	0	0
50316540	Arlington Community Federal Credit Union	MAIL	Y	4	4	0	0	0	0	0	4
50264140	LorMet Community Federal Credit Union	MAIL	Y	4	4	0	0	0	4	0	0
10448680	Commodore Bank	MAIL	Y	3	3	0	0	0	3	0	0
10447740	The St. Henry Bank	MAIL	N	3	3	0	0	0	3	0	0
10446740	Home National Bank	MAIL	Y	3	3	0	0	0	3	0	0
30031360	County Savings Bank	MAIL	Y	3	3	0	0	0	0	3	0
50278560	Penlanco Federal Credit Union	MAIL	Y	3	3	0	0	0	0	3	0
50251060	FirstEnergy Family Credit Union Inc	MAIL	Y	3	3	0	0	0	3	0	0
50279240	West Penn PandP Federal Credit Union	MAIL	Y	3	3	0	0	0	0	3	0
10442100	The Metamora State Bank	MAIL	Y	3	3	0	0	0	3	0	0
30803700	Miami Savings Bank	MAIL	Y	3	3	0	0	0	3	0	0
50280920	Hidden River Credit Union	MAIL	Y	3	3	0	0	0	0	3	0
50253200	Cincinnati Interagency Federal Credit Union	MAIL	Y	3	3	0	0	0	3	0	0

50253620	Cleveland Self Reliance Federal Credit Union	MAIL	Y	3	3	0	0	0	3	0	0
50282510	Penn State Federal Credit Union	MAIL	Y	3	3	0	0	0	0	3	0
50282750	The One Federal Credit Union	MAIL	Y	3	3	0	0	0	0	3	0
10441320	The Fahey Banking Company	MAIL	Y	3	3	0	0	0	3	0	0
50254510	Firefighters and Company Federal Credit Union	MAIL	Y	3	3	0	0	0	3	0	0
50283410	W-BEE Federal Credit Union	MAIL	Y	3	3	0	0	0	0	3	0
50255180	Christian Family Credit Union Inc	MAIL	Y	3	3	0	0	0	3	0	0
30036920	Monroe Federal Savings and Loan Association	MAIL	Y	3	3	0	0	0	3	0	0
10580960	Federal Reserve Bank of Richmond	MAIL	Y	3	2	0	0	1	0	0	1
50318450	Virginia Educators Credit Union	MAIL	Y	3	3	0	0	0	0	0	3
50324940	Universal Federal Credit Union	MAIL	Y	3	3	3	0	0	0	0	0
50325270	Morgantown A E S Federal Credit Union	MAIL	Y	3	3	3	0	0	0	0	0
50261240	Unity Catholic Federal Credit Union	MAIL	Y	3	3	0	0	0	3	0	0
10603080	Miners and Merchants Bank	MAIL	Y	3	3	2	0	1	0	0	0
50342830	Johns Hopkins Federal Credit Union	MAIL	Y	3	3	0	0	3	0	0	0
50136350	Transit Employees Federal Credit Union	MAIL	Y	3	2	0	0	1	0	0	1
50261970	All Saints Federal Credit Union	MAIL	Y	3	3	0	0	0	3	0	0
30026010	Iron Workers Savings Bank	MAIL	Y	3	3	0	0	0	0	3	0
50359648	Element Federal Credit Union	MAIL	Y	3	3	3	0	0	0	0	0
50180340	Members Choice Credit Union	MAIL	Y	3	3	0	3	0	0	0	0
10602940	First Neighborhood Bank	MAIL	Y	3	3	3	0	0	0	0	0
50270030	First Capital Federal Credit Union	MAIL	Y	3	3	0	0	0	0	3	0
96673581	Synchrony Bank	MAIL	Y	3	1	0	0	0	1	0	0
10433320	Federal Reserve Bank of Cleveland	MAIL	Y	3	3	0	0	0	2	1	0
96692531	CFG Community Bank	MAIL	Y	3	3	0	0	3	0	0	0
30049840	Hometown Bank	MAIL	Y	3	3	0	0	0	3	0	0
96853553	CenterBank	MAIL	Y	3	3	0	0	0	3	0	0
97708274	Highlands Community Bank	MAIL	Y	3	3	0	0	0	0	0	3
30053370	Eagle Bank	MAIL	Y	3	3	0	0	0	3	0	0
10648299	Bank of Bird in Hand	MAIL	Y	3	3	0	0	0	0	3	0
50189810	APL Federal Credit Union	MAIL	Y	3	3	0	0	3	0	0	0

30008660	The Harrison Building and Loan Association	MAIL	Y	3	3	0	0	0	3	0	0
50191500	Five Star of Maryland Federal Credit Union	MAIL	Y	3	3	0	0	3	0	0	0
50270130	ARC Federal Credit Union	MAIL	Y	2	2	0	0	0	0	2	0
70009505	LEO Credit Union	MAIL	Y	2	2	0	0	0	2	0	0
10475400	Atlantic Community Bankers Bank	MAIL	N	2	1	0	0	0	0	1	0
50259680	Ohio Teamsters Credit Union Inc	MAIL	Y	2	2	0	0	0	2	0	0
50181810	Louisville Gas and Electric Co Credit Union Inc	MAIL	Y	2	2	0	2	0	0	0	0
50324950	Huntingtonized Federal Credit Union	MAIL	N	2	2	2	0	0	0	0	0
50258830	Miami University Community Federal Credit Union	MAIL	Y	2	2	0	0	0	2	0	0
10218560	Bank of Hindman	MAIL	Y	2	2	0	2	0	0	0	0
50135190	Department of the Interior Federal Credit Union	MAIL	Y	2	1	0	0	0	0	0	1
50324620	Willow Island Federal Credit Union	MAIL	Y	2	2	2	0	0	0	0	0
96683866	United Bank of Philadelphia	MAIL	Y	2	2	0	0	0	0	2	0
50276380	Lehigh County Employees Federal Credit Union	MAIL	Y	2	2	0	0	0	0	2	0
50251830	New Horizon Federal Credit Union	MAIL	Y	2	2	0	0	0	2	0	0
50324500	Charleston Postal Federal Credit Union	MAIL	Y	2	2	2	0	0	0	0	0
98716312	Locus Bank Inc	MAIL	Y	2	2	0	0	0	0	0	2
50273910	Franklin Johnstown Federal Credit Union	MAIL	Y	2	2	0	0	0	0	2	0
50280030	Blue Chip Federal Credit Union	MAIL	Y	2	2	0	0	0	0	2	0
50190920	Members First of Maryland Federal Credit Union	MAIL	Y	2	2	0	0	2	0	0	0
50324240	Alloy Federal Credit Union	MAIL	Y	2	2	2	0	0	0	0	0
50257700	LCE Federal Credit Union	MAIL	Y	2	2	0	0	0	2	0	0
96725556	Portage Community Bank	MAIL	Y	2	2	0	0	0	2	0	0
50182450	Rural Cooperatives Credit Union Inc	MAIL	Y	2	2	0	2	0	0	0	0
50257580	Lan Fair Federal Credit Union	MAIL	Y	2	2	0	0	0	2	0	0

50257520	Lake County Educational Federal Credit Union	MAIL	Y	2	2	0	0	0	2	0	0
30057520	Peoples First Savings Bank	MAIL	Y	2	2	0	0	0	2	0	0
10572140	The Blue Grass Valley Bank	MAIL	N	2	2	0	0	0	0	0	2
96843388	The Glenmede Trust Co NA	MAIL	Y	2	1	0	0	0	0	1	0
50279830	Forge FCU	MAIL	Y	2	2	0	0	0	0	2	0
50319810	Dominion Energy Credit Union	MAIL	Y	2	2	0	0	0	1	0	1
97019378	Stifel Trust Company National Association	MAIL	N	2	1	0	0	1	0	0	0
50271250	PACE Resources Federal Credit Union	MAIL	Y	2	2	0	0	0	0	2	0
97023874	Axos Bank	MAIL	Y	2	1	0	0	0	1	0	0
50318800	Patent and Trademark Office Federal Credit Union	MAIL	Y	2	2	0	0	0	0	0	2
50256440	AllWealth Federal Credit Union	MAIL	Y	2	2	0	0	0	2	0	0
50278680	GOLD Credit Union	MAIL	Y	2	2	0	0	0	0	2	0
98382208	E*Trade Savings Bank	MAIL	Y	2	1	0	0	0	0	0	1
30053250	SSB Bank	MAIL	Y	2	2	0	0	0	0	2	0
10222720	Sonata Bank	MAIL	Y	2	1	0	1	0	0	0	0
10290324	United Bankers' Bank	MAIL	N	2	1	0	0	0	1	0	0
10773551	Ohio State Bank	MAIL	Y	2	2	0	0	0	2	0	0
50283810	York Educational Federal Credit Union	MAIL	Y	2	2	0	0	0	0	2	0
10223380	The Peoples Bank	MAIL	Y	2	2	0	2	0	0	0	0
50254700	DN Community Federal Credit Union	MAIL	Y	2	2	0	0	0	2	0	0
50283330	Valley 1st Community Federal Credit Union	MAIL	Y	2	2	0	0	0	0	2	0
50276840	Luzerne County Federal Credit Union	MAIL	Y	2	2	0	0	0	0	2	0
10214800	Auburn Banking Company	MAIL	Y	2	2	0	2	0	0	0	0
30903650	Community Savings Bank	MAIL	Y	2	2	0	0	0	2	0	0
30011580	Warsaw Federal Savings and Loan Association	MAIL	Y	2	2	0	0	0	2	0	0
50253380	Greater Cleveland Community Credit Union Inc	MAIL	Y	2	2	0	0	0	2	0	0
10223920	Commercial Bank	MAIL	Y	2	2	0	2	0	0	0	0
50189990	Destinations Credit Union	MAIL	Y	2	2	0	0	2	0	0	0

10489100	The National Bank of Malvern	MAIL	Y	2	2	0	0	0	0	2	0
50359230	Washington County Teachers Federal Credit Union	MAIL	Y	2	2	0	0	2	0	0	0
50272570	Derry Area Federal Credit Union	MAIL	Y	2	2	0	0	0	0	2	0
50190150	Cecil County School Employees Federal Credit Union	MAIL	Y	2	2	0	0	2	0	0	0
50263490	Toledo Police Federal Credit Union	MAIL	Y	2	2	0	0	0	2	0	0
50152930	Education Personnel Federal Credit Union	MAIL	Y	2	1	0	0	0	0	1	0
50180660	Chemco Federal Credit Union	MAIL	Y	2	2	0	2	0	0	0	0
50252570	Southeastern Ohio Credit Union Inc	MAIL	Y	2	2	0	0	0	2	0	0
50190190	Central Credit Union of Maryland Inc	MAIL	Y	2	2	0	0	2	0	0	0
50262560	Solon/Chagrin Falls Federal Credit Union	MAIL	Y	2	2	0	0	0	2	0	0
50351740	Strategic Federal Credit Union	MAIL	Y	2	2	0	0	0	0	0	2
50350170	Union Trades Federal Credit Union	MAIL	Y	2	2	2	0	0	0	0	0
50361836	Tri State Rail Federal Credit Union	MAIL	Y	2	2	0	0	0	0	2	0
50361946	B Braun Federal Credit Union	MAIL	Y	2	2	0	0	0	0	2	0
30044680	The Peoples Savings Bank	MAIL	Y	2	2	0	0	0	2	0	0
50344450	Kraftcor Federal Credit Union	MAIL	Y	2	2	0	2	0	0	0	0
30020760	Brookville Building and Savings Association	MAIL	Y	2	2	0	0	0	2	0	0
50181450	Kemba Louisville Credit Union Inc	MAIL	Y	2	2	0	2	0	0	0	0
50273500	Spirit Financial Credit Union	MAIL	Y	2	2	0	0	0	0	2	0
50135990	Police Federal Credit Union	MAIL	Y	2	1	0	0	1	0	0	0
50269880	Alcose Credit Union	MAIL	Y	2	2	0	0	0	0	2	0
50181490	Expree Credit Union	MAIL	Y	2	2	0	2	0	0	0	0
50335580	Hill District Federal Credit Union	MAIL	Y	2	2	0	0	0	0	2	0
50335030	ARH Federal Credit Union	MAIL	Y	2	2	0	2	0	0	0	0
50135900	Spectra Federal Credit Union	MAIL	Y	2	1	0	0	0	0	0	1
30029690	First Federal Savings and Loan Association	MAIL	Y	1	1	0	0	0	1	0	0
30035060	Armstrong County Building and Loan Association	MAIL	Y	1	1	0	0	0	0	1	0

30035420	First Federal Savings and Loan Association	MAIL	Y	1	1	1	0	0	0	0	0
30037760	Second Federal Savings and Loan Association of Philadelphia	MAIL	Y	1	1	0	0	0	0	1	0
30038810	Martinsville First Savings Bank	MAIL	Y	1	1	0	0	0	0	0	1
98065064	Counsel Trust Company	MAIL	Y	1	1	0	0	0	0	1	0
30048930	Home Savings Bank of Wapakoneta	MAIL	Y	1	1	0	0	0	1	0	0
30055370	Westmoreland Federal Savings and Loan Association of Latrobe	MAIL	Y	1	1	0	0	0	0	1	0
30065170	First Federal Savings and Loan Association	MAIL	Y	1	1	0	1	0	0	0	0
30066390	Homewood Federal Savings Bank	MAIL	Y	1	1	0	0	1	0	0	0
30069020	First Federal Savings and Loan Association	MAIL	Y	1	1	0	1	0	0	0	0
30803730	New Foundation Savings Bank	MAIL	Y	1	1	0	0	0	1	0	0
30804320	Huntingdon Savings Bank	MAIL	Y	1	1	0	0	0	0	1	0
30904200	Quaint Oak Bank	MAIL	Y	1	1	0	0	0	0	1	0
30904530	Elizabeth Building and Loan Association Inc	MAIL	Y	1	1	0	0	0	0	0	1
50135560	I B E W 26 Federal Credit Union	MAIL	Y	1	1	0	0	1	0	0	0
10496000	Federal Reserve Bank of Philadelphia	MAIL	Y	1	1	0	0	0	0	1	0
10495900	Brown Brothers Harriman and Co	MAIL	Y	1	1	0	0	0	0	1	0
50136530	HEMA Federal Credit Union	MAIL	Y	1	1	0	0	1	0	0	0
50139960	Masters Mates and Pilots Federal Credit Union	MAIL	Y	1	1	0	0	1	0	0	0
50180570	Brown-Forman Employee Credit Union	MAIL	Y	1	1	0	1	0	0	0	0
50180810	Corning Glass Works Harrodsburg Federal Credit Union	MAIL	Y	1	1	0	1	0	0	0	0
50181080	FCI Ashland Federal Credit Union	MAIL	Y	1	1	0	1	0	0	0	0
50181180	Gibbs Aluminium Federal Credit Union	MAIL	Y	1	1	0	1	0	0	0	0
50181540	Bluegrass Community Federal Credit Union	MAIL	Y	1	1	0	1	0	0	0	0
50181550	KIT Federal Credit Union	MAIL	Y	1	1	0	1	0	0	0	0

50181650	Letcher County Teachers Credit Union, Inc	MAIL	Y	1	1	0	1	0	0	0	0
50181690	Lexington Postal Community Credit Union	MAIL	Y	1	1	0	1	0	0	0	0
50181790	Louisville Federal Credit Union Inc	MAIL	Y	1	1	0	1	0	0	0	0
50182030	Modern Employees Federal Credit Union	MAIL	Y	1	1	0	1	0	0	0	0
50182160	Audubon Federal Credit Union	MAIL	Y	1	1	0	1	0	0	0	0
98250222	Eclipse Bank Inc	MAIL	Y	1	1	0	1	0	0	0	0
50182590	Shawnee T V A Employees Federal Credit Union	MAIL	Y	1	1	0	1	0	0	0	0
50182720	Tayco Employees Federal Credit Union	MAIL	Y	1	1	0	1	0	0	0	0
50182960	WBH Employees Federal Credit Union	MAIL	Y	1	1	0	1	0	0	0	0
50183000	Whitesville Community Credit Union Inc	MAIL	Y	1	1	0	1	0	0	0	0
50190620	Howard County Education Federal Credit Union	MAIL	Y	1	1	0	0	1	0	0	0
50190880	Local 355 Maryland Federal Credit Union	MAIL	Y	1	1	0	0	1	0	0	0
50190980	LM Federal Credit Union	MAIL	Y	1	1	0	0	1	0	0	0
50191030	M N C P P C Federal Credit Union	MAIL	Y	1	1	0	0	1	0	0	0
50191760	Thiokol Elkton Fedreal Credit Union	MAIL	Y	1	1	0	0	1	0	0	0
50191990	B E E Federal Credit Union	MAIL	Y	1	1	0	0	1	0	0	0
10446860	The Republic Banking Company	MAIL	Y	1	1	0	0	0	1	0	0
10445440	The Ottoville Bank Company	MAIL	Y	1	1	0	0	0	1	0	0
50251530	Northwestern Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50251590	Community First Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50251790	The Catholic Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50252390	Materion Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50252890	Dynamic Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50253050	Children's Medical Center Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50253090	Christo Rey Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50253600	The Cleveland Police Credit Union Inc	MAIL	Y	1	1	0	0	0	1	0	0

50253880	Columbiana County School Employees Credit Union Inc	MAIL	N	1	1	0	0	0	1	0	0
50254210	Wright-Dunbar Area Credit Union Inc	MAIL	Y	1	1	0	0	0	1	0	0
50254600	Deca Credit Union Inc	MAIL	Y	1	1	0	0	0	1	0	0
50255030	Eight Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50255400	Fasson Employees Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50255500	Whitewater Community Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50255570	Firestone Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50255600	540 IBEW Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50255820	SMART Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50256580	Harvest Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50256620	Heekin Can Employees Credit Union Inc	MAIL	Y	1	1	0	0	0	1	0	0
50256740	Holy Family Parma Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50256780	First Ohio Community Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
10438900	Independence Bank	MAIL	Y	1	1	0	0	0	1	0	0
50257650	Latvian Cleveland Credit Union Inc	MAIL	Y	1	1	0	0	0	1	0	0
50258010	NoteWorthy Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50258030	Local 50 Plumbers and Steamfitters Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50258560	Maumee Educators Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50258620	McDonald Community Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
10438140	The Hamler State Bank	MAIL	Y	1	1	0	0	0	1	0	0
50258880	Atrium Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50258890	Middletown Area Schools Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50259100	Mt. Zion Woodlawn Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50259670	Nickel Steel Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50260330	Plumbers 55 Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50260380	President's Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50260540	Producers Employees Credit Union Inc	MAIL	Y	1	1	0	0	0	1	0	0
50261120	Parish Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0

50261280	St. Colman and Affiliates Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50261410	St James Parish Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50261740	St Paschal Baylon Parish Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50261780	St Paul AME Zion Church Credit Union Inc	MAIL	Y	1	1	0	0	0	1	0	0
50262110	SCFE Credit Union Inc	MAIL	Y	1	1	0	0	0	1	0	0
50262310	Shaker Heights Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50262390	KRATON Belpre Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50262700	Springfield Postal Employees Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
98449374	Tristate Capital Bank	MAIL	Y	1	1	0	0	0	0	1	0
50262870	State Highway Patrol Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50262980	Struthers Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50263200	Teamsters Local 92 Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50263230	Taleris Credit Union Inc	MAIL	Y	1	1	0	0	0	1	0	0
50263430	Toledo Fire Fighters Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
10435100	The Corn City State Bank	MAIL	Y	1	1	0	0	0	1	0	0
50264080	UPS Credit Union Inc	MAIL	Y	1	1	0	0	0	1	0	0
50264130	Members Trust Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50264510	Wes Credit Union Inc	MAIL	Y	1	1	0	0	0	1	0	0
50264590	Valley One Community Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50264710	Wiremens Credit Union Inc	MAIL	Y	1	1	0	0	0	1	0	0
50264810	W T Community Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50264860	YS Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50264920	YTR Community Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50265020	Youngstown City Schools Credit Union Inc	MAIL	Y	1	1	0	0	0	1	0	0
50269740	ACBA Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0

50269900	Aliquippa Teachers Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50269960	Allegheny Ludlum Brackenridge Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50270080	AB Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50270120	American Pride Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50270370	Armstrong County Federal Empl Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50270410	Asbestos Workers Local 14 Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50270440	AandS Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50270610	Morrisons Cove 1st Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50270710	Bedco Hospital Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50270770	Berylco Empl Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50270800	Bessemer System Federal Credit Union	MAIL	N	1	1	0	0	0	0	1	0
50270890	B I Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50270910	Crayola LLC Employee Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50271060	Bradford Area Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50271070	Bradford Area School Empl Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50271390	B V M S N Federal Credit Union	MAIL	N	1	1	0	0	0	0	1	0
50271440	Cal Ed Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50271470	CBW Schools Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50271810	Cheswick Atomic Division Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50272250	Corry Area Schools Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50272580	Dertown School Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50273210	EQT Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50273330	Erie Police Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50273420	ERRL Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50273790	Latrobe Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50273820	Fort Ligonier Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0

50273930	Franklin Regional Schools Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50274210	Glass Cap Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50274240	Lonza Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50274360	Greensburg Teachers Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50274480	Allegheny Valley Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50274720	Hazleton School Employees Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50274770	Hempfield Area Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50274900	Holy Trinity Baptist Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50274940	Honeywell Philadelphia Division Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50275400	Jay Bee Employees Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50275620	Johnstown School Employees Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50275680	Galaxy Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50275940	Philadelphia Letter Carriers Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50276110	Montoursville Area Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50276230	Latrobe Area Hospital Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50276620	Local 520 UA Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50277090	McKeesport Area Public School Employees Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50277100	McKeesport Bell Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50277110	McKeesport Congregational Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50277540	Mount Carmel Baptist Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50277560	Mount Lebanon Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50277570	Mount Pleasant Area School Employee Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0

50277800	New Castle Bellco Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50277860	New Kensington Municipal Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50278050	Northampton Area School District Employees Federal Credit Union	MAIL	N	1	1	0	0	0	0	1	0
50278100	Northwood Fedral Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50278120	Norwin Teachers Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50278450	PHB Employees Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50278640	Penn-Trafford School Employees Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50278880	NFG 2 Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50279210	Pinn Memorial Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50279300	Pittsburgh City Hall Empl Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50279350	Pittsburgh Firefighters Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50279420	Post Gazette Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50280250	Stanwood Area Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50280370	B V A Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50280580	St Elizabeth Credit Union	MAIL	N	1	1	0	0	0	0	1	0
50280640	Pittsburgh Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50280680	St Norbert's Parish Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50281140	S I Philadelphia Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50281270	S M M H Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50281480	Steamfitters Phila Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50281610	Central Keystone Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50281650	Swindell Dressler Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50281800	Team First Fedral Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50281950	Titan Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50282400	SouthWest Communities Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50282550	Upper Darby Belltelco Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0

50282600	USNE Penitentiary Employees Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50282690	Valley Wide of PA Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50283040	Allegheny Central Empl Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50283060	FirstEnergy Choice Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50283440	Corner Post Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50316710	Bristol VA School System Federal Credit Union	MAIL	Y	1	1	0	0	0	0	0	1
50316730	Brunswick County Teachers Federal Credit Union	MAIL	Y	1	1	0	0	0	0	0	1
98568382	Chain Bridge Bank National Association	MAIL	Y	1	1	0	0	0	0	0	1
50317610	Glamorgan Employees Federal Credit Union	MAIL	Y	1	1	0	0	0	0	0	1
50317780	High Street Baptist Church Federal Credit Union	MAIL	Y	1	1	0	0	0	0	0	1
50317860	IBEW Local Union 80 Federal Credit Union	MAIL	Y	1	1	0	0	0	0	0	1
50317900	Inland Motors Employees Federal Credit Union	MAIL	Y	1	1	0	0	0	0	0	1
50317910	Hampton Veterans Affairs Federal Credit Union	MAIL	Y	1	1	0	0	0	0	0	1
50318310	Midway Federal Credit Union	MAIL	Y	1	1	0	0	0	0	0	1
50318420	Northern Star Credit Union Inc	MAIL	Y	1	1	0	0	0	0	0	1
50318900	Poly Scientific Employees Federal Credit Union	MAIL	Y	1	1	0	0	0	0	0	1
50319200	Credit Union of Richmond Inc	MAIL	N	1	1	0	0	0	0	0	1
50319390	St. Ann's Arlington Federal Credit Union	MAIL	Y	1	1	0	0	0	0	0	1
50319440	St Thomas More Federal Credit Union	MAIL	Y	1	1	0	0	0	0	0	1
50319850	Virginia Beach Postal Federal Credit Union	MAIL	Y	1	1	0	0	0	0	0	1
50319950	Virginia Trailways Federal Credit Union	MAIL	Y	1	1	0	0	0	0	0	1
50324230	Alderson FCI Federal Credit Union	MAIL	Y	1	1	1	0	0	0	0	0

50324260	Appalachian Power Employees Federal Credit Union	MAIL	Y	1	1	1	0	0	0	0	0
50324400	Cabway Telco Federal Credit Union	MAIL	Y	1	1	1	0	0	0	0	0
50324470	Charleston Federal Credit Union	MAIL	Y	1	1	1	0	0	0	0	0
50324520	City of Clarksburg Federal Credit Union	MAIL	Y	1	1	1	0	0	0	0	0
50324530	City of Fairmont Federal Credit Union	MAIL	Y	1	1	1	0	0	0	0	0
50324670	Eagle Can Employees Federal Credit Union	MAIL	Y	1	1	1	0	0	0	0	0
50324740	Fayette Federal Credit Union	MAIL	Y	1	1	1	0	0	0	0	0
50324840	Harrison County Federal Credit Union	MAIL	Y	1	1	1	0	0	0	0	0
50324850	Joy Employees Federal Credit Union	MAIL	Y	1	1	0	0	0	0	0	1
50324870	Hope Federal Credit Union	MAIL	Y	1	1	1	0	0	0	0	0
50324960	IBEW 141 Federal Credit Union	MAIL	Y	1	1	1	0	0	0	0	0
50324970	IBEW 317 Federal Credit Union	MAIL	Y	1	1	1	0	0	0	0	0
50325100	Local No 317 IAFF Credit Union	MAIL	Y	1	1	1	0	0	0	0	0
50325230	Mercer County West Virginia Teachers Federal Credit Union	MAIL	Y	1	1	1	0	0	0	0	0
50325400	OCPS Federal Credit Union	MAIL	Y	1	1	1	0	0	0	0	0
50325430	PACE Federal Credit Union	MAIL	Y	1	1	1	0	0	0	0	0
50325660	United Hospital Center Federal Credit Union	MAIL	Y	1	1	1	0	0	0	0	0
50325670	South Charleston Employees Federal Credit Union	MAIL	Y	1	1	1	0	0	0	0	0
50325740	Strip Steel Community Federal Credit Union	MAIL	Y	1	1	1	0	0	0	0	0
50325900	US Employees Federal Credit Union	MAIL	Y	1	1	1	0	0	0	0	0
50325930	Valley Board Federal Credit Union	MAIL	N	1	1	1	0	0	0	0	0
50326000	WEE Federal Credit Union	MAIL	Y	1	1	1	0	0	0	0	0
50326190	West Virginia National Guard Federal Credit Union	MAIL	Y	1	1	1	0	0	0	0	0
50326200	West Virginia University Employees Federal Credit Union	MAIL	Y	1	1	1	0	0	0	0	0
50336360	Champion Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0

50338900	Centerville Clinics Empl Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50341380	DOY Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50342860	Capital Area Realtors Federal Credit Union	MAIL	Y	1	1	0	0	1	0	0	0
50344080	Access Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50344110	Morning Star Baptist Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50347170	CCMH Federal Credit Union	MAIL	Y	1	1	1	0	0	0	0	0
50348310	Regional Medical Center of Hopkins Co Employees Federal Credit Union	MAIL	Y	1	1	0	1	0	0	0	0
50348830	Genesis Employees Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50350160	Hancock School Employees Federal Credit Union	MAIL	Y	1	1	1	0	0	0	0	0
50350180	Putnam School Employees Federal Credit Union	MAIL	Y	1	1	1	0	0	0	0	0
50350630	Pocono Medical Center Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50350800	Service Station Dealers Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50351120	Delmarva Power Southern Division Federal Credit Union	MAIL	N	1	1	0	0	1	0	0	0
50351270	Wyoming Area Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50351750	Planters Federal Credit Union	MAIL	Y	1	1	0	0	0	0	0	1
50353580	Back Mountain Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50354360	Affiliated Trades Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50354850	Pennsylvania-American Water Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50354860	Ukrainian Selfreliance of Western PA Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50358290	M G Empl Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50359674	Martinsburg VA Center Federal Credit Union	MAIL	Y	1	1	1	0	0	0	0	0

50360242	Cleveland Church of Christ Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50360268	Preston Federal Credit Union	MAIL	Y	1	1	1	0	0	0	0	0
50360302	Labor Management Federal Credit Union	MAIL	Y	1	1	0	1	0	0	0	0
50360322	Morehead Community Federal Credit Union	MAIL	Y	1	1	0	1	0	0	0	0
50360352	Doe Run Federal Credit Union	MAIL	Y	1	1	0	1	0	0	0	0
50360544	Valley Pride Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50360608	Port of Hampton Roads ILA Federal Credit Union	MAIL	Y	1	1	0	0	0	0	0	1
50360772	The State Credit Union	MAIL	Y	1	1	1	0	0	0	0	0
50361096	Local Union 392 Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
50361896	AVH Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
50362020	Trouvaille Federal Credit Union	MAIL	N	1	1	0	0	0	0	1	0
50399924	STP Employees Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
70000530	Citizens Bank of Morgantown Inc	MAIL	Y	1	1	1	0	0	0	0	0
70008500	Altoona Area Employees Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
70008520	Fisher Scientific Empl Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
70008938	Korean Catholic Federal Credit Union	MAIL	Y	1	1	0	0	1	0	0	0
70008978	Peninsula Genl Hosp and Med Ctr Empl Fedreal Union Credit	MAIL	Y	1	1	0	0	1	0	0	0
70009168	IC Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
70009218	Paper Converters Local 286/1034 Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
70009221	Par-Del Employees Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
70009351	Wayland Temple Baptist Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
70009357	White Rock Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
70009361	Capital Area Taiwanese Federal Credit Union	MAIL	Y	1	1	0	0	1	0	0	0
70009363	CHHE Federal Credit Union	MAIL	Y	1	1	1	0	0	0	0	0

70009374	Logan County School Employees Federal Credit Union	MAIL	Y	1	1	1	0	0	0	0	0
70009383	C R C H Employees Federal Credit Union	MAIL	Y	1	1	0	0	0	0	0	1
70009400	West Virginia State Convention Credit Union	MAIL	Y	1	1	1	0	0	0	0	0
70009406	Halifax County Community Federal Credit Union	MAIL	Y	1	1	0	0	0	0	0	1
70009451	Yogaville Federal Credit Union	MAIL	Y	1	1	0	0	0	0	0	1
70009460	Suncomp Employees Federal Credit Union	MAIL	Y	1	1	0	0	0	0	0	1
70009544	STOFFE Federal Credit Union	MAIL	Y	1	1	0	0	0	1	0	0
70009669	Community Bankers' Bank	MAIL	Y	1	1	0	0	0	0	0	1
96672620	The Haverford Trust Company	MAIL	Y	1	1	0	0	0	0	1	0
96672883	University of Pennsylvania Student Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
96673032	MABC Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
96673046	Mount Jezreel Federal Credit Union	MAIL	Y	1	1	0	0	1	0	0	0
96673145	Independent Correspondent Bankers' Bank	MAIL	Y	1	1	0	1	0	0	0	0
96687086	East End Food Cooperative Federal Credit Union	MAIL	Y	1	1	0	0	0	0	1	0
96687412	Credit First National Association	MAIL	Y	1	1	0	0	0	1	0	0
96687413	FDS Bank	MAIL	Y	1	1	0	0	0	1	0	0
96689328	First Baptist Church of Vienna (Va) Federal Credit Union	MAIL	Y	1	1	0	0	0	0	0	1
96692818	Spring Valley Bank	MAIL	Y	1	1	0	0	0	1	0	0
96725106	Enterprise Bank	MAIL	Y	1	1	0	0	0	0	1	0
96787666	Nationwide Trust Company FSB	MAIL	N	1	1	0	0	0	1	0	0
96793934	The Philadelphia Trust Company	MAIL	Y	1	1	0	0	0	0	1	0
97026025	Glenview Trust Company	MAIL	Y	1	1	0	1	0	0	0	0
97346646	Mount Pleasant Baptist Church Federal Credit Union	MAIL	Y	1	1	0	0	0	0	0	1
97449810	None Suffer Lack Federal Credit Union	MAIL	Y	1	1	0	0	1	0	0	0
97518064	Signature Bank National Association	MAIL	Y	1	1	0	0	0	1	0	0

97705946	SEI Private Trust Company	MAIL	Y	1	1	0	0	0	0	1	0
10789609	First Bank of Central Ohio	MAIL	Y	1	1	0	0	0	1	0	0
10789769	Integrity Bank for Business	MAIL	Y	1	1	0	0	0	0	0	1
10801455	Adelphi Bank	MAIL	Y	1	1	0	0	0	1	0	0
30001110	Slovenian Savings and Loan Association of Canonsburg, PA	MAIL	Y	1	1	0	0	0	0	1	0
30003750	Citizens Federal Savings and Loan Association of Covington	MAIL	Y	1	1	0	1	0	0	0	0
30003840	The Pioneer Savings Bank	MAIL	Y	1	1	0	0	0	1	0	0
30014120	Home Federal Savings and Loan Association of Niles	MAIL	Y	1	1	0	0	0	1	0	0



Appendix 2 - Certification and Signature

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Peter Cheesman

(Address) PCG, 148 State Street, Boston, MA 02109

(Phone Number) / (Fax Number) 617-426-2026 / 617-426-4632

(email address) pcheesman@pcgus.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Public Consulting Group LLC

(Company) William S. Mosakowski

(Signature of Authorized Representative)

William S. Mosakowski, President and CEO

(Printed Name and Title of Authorized Representative) (Date)

617-426-2026 / 617-426-4632

(Phone Number) (Fax Number)

wmosakowski@pcgus.com

(Email Address)



Appendix 3 - Addendum Acknowledgment Form

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ BMS240000002

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Public Consulting Group LLC

Company



Authorized Signature

01/17/2024

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



Appendix 4 - Business Associate Addendum

**REQUEST FOR QUOTATION
CRFQ BMS240000002
Asset Verification System**

Appendix III: Business Associates Addendum

See attached PDF titled, “*Appendix III – Business Associates Addendum.*”

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
 - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
 - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
 - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
 - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
 - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
 - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
 - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
 - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. Support of Individual Rights.

- i. Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyli.htm and,

unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: _____

Name of Associate: Public Consulting Group LLC

Signature: _____

Signature: *William D. S. [Signature]*

Title: _____

Title: President and CEO

Date: _____

Date: 01/17/2024

Form - WVBA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 23
BY *[Signature]*
Patrick Morrissey
Attorney General



Appendix 5 - Federal Funds Addendum

**REQUEST FOR QUOTATION
CRFQ BMS240000002
Asset Verification System**

Attachment 1: Federal Funds Addendum

See attached PDF titled, "*Attachment 1 – Federal Funds Addendum.*"

FEDERAL FUNDS ADDENDUM
2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is complaint. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

**1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:
(2 C.F.R. § 200.321)**

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**2. DOMESTIC PREFERENCES:
(2 C.F.R. § 200.322)**

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.
(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia

By: _____

Printed Name: _____

Title: _____

Date: _____

Vendor Name:

By: William S. Mosakowski

Printed Name: William S. Mosakowski

Title: President and CEO

Date: 01/17/2024



Appendix 6 - Third Party Software Addendum

**REQUEST FOR QUOTATION
CRFQ BMS240000002
Asset Verification System**

Attachment 4: Third Party Software Addendum

Third Party Terms Indemnification Agreement

Pursuant to this Third Party Terms Indemnification Agreement, (Vendor Name) and the State of West Virginia (“State”) agree that the contract resulting from the solicitation identified as: (Award Document Number) for software, shall be modified as follows to include an indemnification obligation on the part of (Vendor) for third party terms and conditions.

Third Party Terms and Conditions Indemnification: The Parties agree that all third party terms and conditions are modified by the terms of the WV-96 Agreement Addendum for Software and services, both signed by (Vendor) (the “WV-96 Addendum”). The intent of the parties is that the WV-96 Addendum will prevail in the event of any conflicts. (Vendor) shall indemnify the State for claims brought by a vendor asserting third party terms and conditions prevail over the WV-96 Addendum.

(Vendor)

State Agency: (Agency Name)

By: William S. Mosakowski

By: _____

Name: William S. Mosakowski

Name: _____

Title: President and CEO

Title: _____

West Virginia Purchasing Division Attorney General Approved As To Form

By: _____ **By:** _____

Title: _____ **Title:** _____

Date: _____ **Date:** _____

EXHIBIT A – WV-96



Appendix 7 - Software as a Service Addendum

**REQUEST FOR QUOTATION
CRFQ BMS240000002
Asset Verification System**

Attachment 5: Software as a Service Addendum

See attached PDF titled, “*Attachment 5 – WVCloud-SaaSProcurementAddendum.*”

Software as a Service Addendum

1. Definitions:

Acceptable alternative data center location means a country that is identified as providing equivalent or stronger data protection than the United States, in terms of both regulation and enforcement. DLA Piper's Privacy Heatmap shall be utilized for this analysis and may be found at <https://www.dlapiperdataprotection.com/index.html?t=world-map&c=US&c2=IN>.

Authorized Persons means the service provider's employees, contractors, subcontractors or other agents who have responsibility in protecting or have access to the public jurisdiction's personal data and non-public data to enable the service provider to perform the services required.

Data Breach means the unauthorized access and acquisition of unencrypted and unredacted personal data that compromises the security or confidentiality of a public jurisdiction's personal information and that causes the service provider or public jurisdiction to reasonably believe that the data breach has caused or will cause identity theft or other fraud.

Individually Identifiable Health Information means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) 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 (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Non-Public Data means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the public jurisdiction because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Personal Data means data that includes information relating to a person that identifies the person by first name or first initial, and last name, and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, state identification card); financial account information, including account number, credit or debit card numbers; or protected health information (PHI).

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

Public Jurisdiction means any government or government agency that uses these terms and conditions. The term is a placeholder for the government or government agency.

Public Jurisdiction Data means all data created or in any way originating with the public jurisdiction, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with the public jurisdiction, whether such data or output is stored on the public jurisdiction's hardware, the service provider's hardware or exists in any system owned, maintained or otherwise controlled by the public jurisdiction or by the service provider.

Public Jurisdiction Identified Contact means the person or persons designated in writing by the public jurisdiction to receive security incident or breach notification.

Restricted data means personal data and non-public data.

Security Incident means the actual unauthorized access to personal data or non-public data the service provider believes could reasonably result in the use, disclosure or theft of a public jurisdiction's unencrypted personal data or non-public data within the possession or control of the service provider. A security incident may or may not turn into a data breach.

Service Provider means the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.

Software-as-a-Service (SaaS) means the capability provided to the consumer to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

2. Data Ownership: The public jurisdiction will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access public jurisdiction user accounts or public jurisdiction data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the public jurisdiction's written request.

3. Data Protection and Privacy: Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of public jurisdiction information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of public jurisdiction information and comply with the following conditions:

- a) The service provider shall implement and maintain appropriate administrative, technical and physical security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. In Appendix A,

the public jurisdiction shall indicate whether restricted information will be processed by the service provider. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind. The service provider shall ensure that all such measures, including the manner in which personal data and non-public data are collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Addendum and shall survive termination of the underlying contract.

- b) The service provider represents and warrants that its collection, access, use, storage, disposal and disclosure of personal data and non-public data do and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations, policies and directives.
- c) The service provider shall support third-party multi-factor authentication integration with the public jurisdiction third-party identity provider to safeguard personal data and non-public data.
- d) If, in the course of its engagement by the public jurisdiction, the service provider has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, the service provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the service provider's sole cost and expense. All data obtained by the service provider in the performance of this contract shall become and remain the property of the public jurisdiction.
- e) All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data.
- f) Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit, in accordance with recognized industry practice. The public jurisdiction shall identify data it deems as non-public data to the service provider.
- g) At no time shall any data or process – that either belong to or are intended for the use of a public jurisdiction or its officers, agents or employees — be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the public jurisdiction.
- h) The service provider shall not use or disclose any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
- i) Data Location. For non-public data and personal data, the service provider shall provide its data center services to the public jurisdiction and its end users solely from data centers in the U.S. Storage of public jurisdiction data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to store public jurisdiction data on portable devices, including personal computers, except for devices that are used and kept only at its

U.S. data centers. With agreement from the public jurisdiction, this term may be met by the service provider providing its services from an acceptable alternative data center location, which agreement shall be stated in Appendix A. The Service Provider may also request permission to utilize an acceptable alternative data center location during a procurement's question and answer period by submitting a question to that effect. The service provider shall permit its personnel and contractors to access public jurisdiction data remotely only as required to provide technical support.

4. Security Incident or Data Breach Notification: The service provider shall inform the public jurisdiction of any confirmed security incident or data breach.

- a) **Incident Response:** The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as defined by law or contained in the contract. Discussing security incidents with the public jurisdiction shall be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes defined by law or contained in the contract.
- b) **Security Incident Reporting Requirements:** The service provider shall report a confirmed Security Incident as soon as practicable, but no later than twenty-four (24) hours after the service provider becomes aware of it, to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and (3) the public jurisdiction point of contact for general contract oversight/administration. The following information shall be shared with the public jurisdiction: (1) incident phase (detection and analysis; containment, eradication and recovery; or post-incident activity), (2) projected business impact, and, (3) attack source information.
- c) **Breach Reporting Requirements:** Upon the discovery of a data breach or unauthorized access to non-public data, the service provider shall immediately report to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and the public jurisdiction point of contact for general contract oversight/administration.

5. Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data within the possession or control of the service provider.

- a) Immediately after being awarded a contract, the service provider shall provide the public jurisdiction with the name and contact information for an employee of service provider who shall serve as the public jurisdiction's primary security contact and shall be available to assist the public jurisdiction twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a data breach. The service provider may provide this information in Appendix A.

- b) Immediately following the service provider's notification to the public jurisdiction of a data breach, the parties shall coordinate cooperate with each other to investigate the data breach. The service provider agrees to fully cooperate with the public jurisdiction in the public jurisdiction's handling of the matter, including, without limitation, at the public jurisdiction's request, making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law and regulation.
- c) Within 72 hours of the discovery, the service provider shall notify the parties listed in 4(c) above, to the extent known: (1) date of discovery; (2) list of data elements and the number of individual records; (3) description of the unauthorized persons known or reasonably believed to have improperly used or disclosed the personal data; (4) description of where the personal data is believed to have been improperly transmitted, sent, or utilized; and, (5) description of the probable causes of the improper use or disclosure.
- d) The service provider shall (1) cooperate with the public jurisdiction as reasonably requested by the public jurisdiction to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and prevent any further data breach at the service provider's expense in accordance with applicable privacy rights, laws and regulations and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- e) If a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state or federal law; (3) a credit monitoring service (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach (or other similar publication if the named publication has not issued an updated average per record per cost in the last 5 years at the time of the data breach); and (5) complete all corrective actions as reasonably determined by service provider based on root cause. The service provider agrees that it shall not inform any third party of any data breach without first obtaining the public jurisdiction's prior written consent, other than to inform a complainant that the matter has been forwarded to the public jurisdiction's legal counsel and/or engage a third party with appropriate expertise and confidentiality protections for any reason connected to the data breach. Except with respect to where the service provider has an independent legal obligation to report a data breach, the service provider agrees that the public jurisdiction shall have the sole right to determine: (1) whether notice of the data breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others, as required by law or regulation, or otherwise in the public jurisdiction's discretion; and (2) the contents of such notice, whether any

type of remediation may be offered to affected persons, and the nature and extent of any such remediation. The service provider retains the right to report activity to law enforcement.

6. Notification of Legal Requests: The service provider shall contact the public jurisdiction upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the public jurisdiction's data under this contract, or which in any way might reasonably require access to the data of the public jurisdiction. The service provider shall not respond to subpoenas, service of process and other legal requests related to the public jurisdiction without first notifying the public jurisdiction, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:

- a) In the event of a termination of the contract, the service provider shall implement an orderly return of public jurisdiction data within the time period and format specified in the contract (or in the absence of a specified time and format, a mutually agreeable time and format) and after the data has been successfully returned, securely and permanently dispose of public jurisdiction data.
- b) During any period of service suspension, the service provider shall not take any action to intentionally erase any public jurisdiction data.
- c) In the event the contract does not specify a time or format for return of the public jurisdiction's data and an agreement has not been reached, in the event of termination of any services or agreement in entirety, the service provider shall not take any action to intentionally erase any public jurisdiction data for a period of:
 - 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - 30 days after the effective date of termination, if the termination is for convenience
 - 60 days after the effective date of termination, if the termination is for cause

After such period, the service provider shall have no obligation to maintain or provide any public jurisdiction data and shall thereafter, unless legally prohibited, delete all public jurisdiction data in its systems or otherwise in its possession or under its control.

- d) The public jurisdiction shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the Contract.
- e) The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the public jurisdiction. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the public jurisdiction.

8. Background Checks: The service provider shall conduct criminal background checks in compliance with W.Va. Code §15-2D-3 and not utilize any staff to fulfill the obligations

of the contract, including subcontractors, who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The service provider shall promote and maintain an awareness of the importance of securing the public jurisdiction's information among the service provider's employees and agents.

9. Oversight of Authorized Persons: During the term of each authorized person's employment or engagement by service provider, service provider shall at all times cause such persons to abide strictly by service provider's obligations under this Agreement and service provider's standard policies and procedures. The service provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of personal data by any of service provider's officers, partners, principals, employees, agents or contractors.

10. Access to Security Logs and Reports: The service provider shall provide reports to the public jurisdiction in CSV format agreed to by both the service provider and the public jurisdiction. Reports shall include user access (successful and failed attempts), user access IP address, user access history and security logs for all public jurisdiction files and accounts related to this contract.

11. Data Protection Self-Assessment: The service provider shall perform a Cloud Security Alliance STAR Self-Assessment by completing and submitting the "Consensus Assessments Initiative Questionnaire" to the Public Jurisdiction Identified Contact. The service provider shall submit its self-assessment to the public jurisdiction prior to contract award and, upon request, annually thereafter, on the anniversary of the date of contract execution. Any deficiencies identified in the assessment will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

12. Data Center Audit: The service provider shall perform an audit of its data center(s) at least annually at its expense and provide a redacted version of the audit report upon request. The service provider may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. Any deficiencies identified in the report or approved equivalent will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

13. Change Control and Advance Notice: The service provider shall give 30 days, advance notice (to the public jurisdiction of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics.

14. Security:

- a) At a minimum, the service provider's safeguards for the protection of data shall include: (1) securing business facilities, data centers, paper files, servers, back-up

systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (2) implementing network, device application, database and platform security; 3) securing information transmission, storage and disposal; (4) implementing authentication and access controls within media, applications, operating systems and equipment; (5) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (6) providing appropriate privacy and information security training to service provider's employees.

- b) The service provider shall execute well-defined recurring action steps that identify and monitor vulnerabilities and provide remediation or corrective measures. Where the service provider's technology or the public jurisdiction's required dependence on a third-party application to interface with the technology creates a critical or high risk, the service provider shall remediate the vulnerability as soon as possible. The service provider must ensure that applications used to interface with the service provider's technology remain operationally compatible with software updates.
- c) Upon the public jurisdiction's written request, the service provider shall provide a high-level network diagram with respect to connectivity to the public jurisdiction's network that illustrates the service provider's information technology network infrastructure.

15. Non-disclosure and Separation of Duties: The service provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of public jurisdiction data to that which is absolutely necessary to perform job duties.

16. Import and Export of Data: The public jurisdiction shall have the ability to securely import, export or dispose of data in standard format in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the public jurisdiction to import or export data to/from other service providers identified in the contract (or in the absence of an identified format, a mutually agreeable format).

17. Responsibilities: The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the cloud services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the service provider.

18. Subcontractor Compliance: The service provider shall ensure that any of its subcontractors to whom it provides any of the personal data or non-public data it receives hereunder, or to whom it provides any personal data or non-public data which the service provider creates or receives on behalf of the public jurisdiction, agree to the restrictions, terms and conditions which apply to the service provider hereunder.

19. Right to Remove Individuals: The public jurisdiction shall have the right at any time to require that the service provider remove from interaction with public jurisdiction any

service provider representative who the public jurisdiction believes is detrimental to its working relationship with the service provider. The public jurisdiction shall provide the service provider with notice of its determination, and the reasons it requests the removal. If the public jurisdiction signifies that a potential security violation exists with respect to the request, the service provider shall immediately remove such individual. The service provider shall not assign the person to any aspect of the contract without the public jurisdiction's consent.

20. Business Continuity and Disaster Recovery: The service provider shall provide a business continuity and disaster recovery plan executive summary upon request. Lack of a plan will entitle the public jurisdiction to terminate this contract for cause.

21. Compliance with Accessibility Standards: The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

22. Web Services: The service provider shall use web services exclusively to interface with the public jurisdiction's data in near real time when possible.

23. Encryption of Data at Rest: The service provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data.

24. Subscription Terms: Service provider grants to a public jurisdiction a license to:

- a. Access and use the service for its business purposes;
- b. For SaaS, use underlying software as embodied or used in the service; and
- c. View, copy, upload, download (where applicable), and use service provider's documentation.

25. Equitable Relief: Service provider acknowledges that any breach of its covenants or obligations set forth in Addendum may cause the public jurisdiction irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the public jurisdiction is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the public jurisdiction may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Addendum to the contrary.

AGREED:

Name of Agency: _____

Signature: _____

Title: _____

Date: _____

Name of Vendor: Public Consulting Group LLC

Signature: 

Title: President and CEO

Date: 01/17/2024