

**Change Request (CR) Form
CR #06**

Department of Revenue - GeniSys Program			
Client Name	Department of Revenue	Date Initiated	7/10/2020
Initiated By	DOR	Delivering Organization	Fast Enterprises, LLC
Client Program Manager	Jordan Harris	Contractor Program Manager	Maggie Gleason
Status	New	Priority	High
Complexity	Medium	Additional Documentation Attached?	No

Description of Requested Change and Business Justification:

Add a change to the Task Order for Massachusetts CARES Act Pandemic Unemployment Assistance Implementation, executed by the parties on April 15, 2020, to:

1. Adjust the Long-Term Support and Maintenance Agreement to be a monthly fee-based agreement with a monthly fee of \$50,000 beginning in July 2020 to be invoiced quarterly in arrears.
2. Include Lost Wages Assistance (LWA) Program implementation for a one-time implementation cost of \$50,000. Support and Maintenance of LWA is included in the normal Support and Maintenance plan.
3. Include the Implementation and monthly support and operations for Fast Identity Verification Services (FIVS) to support UIOnline fraud identification and case management. The implementation cost is \$100,000 and the on-going support and operations are covered by a \$20,000/month fee.

The parties acknowledge and agree that DOR is entering into this Change Order as an agent for DUA. DOR and DUA will amend their Interdepartmental Service Agreement (ISA) to provide for DUA to reimburse DOR for the cost of this Change Order. The one-time cost of this Change Order is \$150,000.00, which does not include a holdback and is comprised of the SOW Milestones below. This Change Order also includes a \$70,000 reoccurring per month fee that may be cancelled at any time in its entirety or separately by providing one month's notice. The fees are specifically indicated below:

SOW Milestone	Invoice Date	Cost
LWA Implementation	9/15/2020	\$50,000.00
FIVS Implementation	10/1/2020	\$100,000.00
FIVS Monthly Fee	Quarterly in arrears	\$60,000.00 per quarter
PUA Support and Maintenance	Quarterly in arrears	\$150,000.00 per quarter
Total of Change Request One-Time Fees		\$150,000.00
Total of Quarterly Recurring Fees		\$210,000.00

Impact	
Configuration Items Affected	<ol style="list-style-type: none"> 1. Include Lost Wages Assistance (LWA) Program implementation for a one-time implementation cost of \$50,000. Support and Maintenance of LWA is included in the normal Support and Maintenance plan. 2. Include the Implementation (\$100,000) and Monthly Fee [\$20,000 per month] for Fast Identity Verification Services (FIVS) to support UIOnline fraud identification and case management.

Schedule	The change will be reflected in the applicable tasks within the project plan upon approval.
Cost	As indicated in the table above.
Resources	EOTSS, DUA, and Fast Project Team

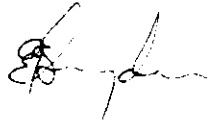
Disposition	
Request Disposition	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Rejected
Reason, if Rejected	N/A
Date of Disposition	10/27/2020
Approver	Geoffrey E. Snyder, DOR Commissioner

The undersigned hereby represent that they are duly authorized to execute this Change Request on behalf of their respective organizations.

CLIENT:

Commonwealth of Massachusetts,
Department of Revenue

By: Geoffrey E. Snyder



Signature: _____

Title: Commissioner

Date: 10/27/2020

Labor and Workforce Development

By: Rosalin Acosta

Signature: _____

Title: Secretary

Date: _____

CONTRACTOR:

Fast Enterprises, LLC

By: Maggie Gleason

Signature: _____

Title: Program Manager, Fast

Schedule	The change will be reflected in the applicable tasks within the project plan upon approval.
Cost	As indicated in the table above.
Resources	EOTSS, DUA, and Fast Project Team

Disposition	
Request Disposition	<input type="checkbox"/> Approved <input type="checkbox"/> Rejected
Reason, if Rejected	N/A
Date of Disposition	
Approver	Geoffrey E. Snyder, DOR Commissioner

The undersigned hereby represent that they are duly authorized to execute this Change Request on behalf of their respective organizations.

CLIENT:

Commonwealth of Massachusetts,
Department of Revenue

By: Geoffrey E. Snyder

Signature: _____

Title: Commissioner

Date: _____

Labor and Workforce Development

By: Rosalin Acosta

Signature: Rosalin Acosta
Title: Secretary

Date: 10.16.2020

CONTRACTOR:

Fast Enterprises, LLC
By: Maggie Gleason

Signature: Maggie Gleason

Title: Program Manager, Fast

Date: 9/22/20

Date: _____

This Change Request constitutes a change to the Task Order for Massachusetts CARES Act Pandemic Unemployment Assistance Implementation, executed by the parties on April 15, 2020, and subject to the terms set forth therein.

Massachusetts CARES Act Pandemic Unemployment Assistance Lost Wages Assistance (LWA) Implementation

Pursuant to the passage of the CARES act, Massachusetts has expanded its unemployment insurance (UI) programs by adding three new programs: Pandemic Unemployment Compensation (PUC), Pandemic Emergency Unemployment Compensation (PEUC), and Pandemic Unemployment Assistance (PUA). For PUA, Massachusetts will be implementing the Lost Wages Assistance (LWA) program which was recently approved by FEMA.

LWA High-Level Scope of Work

Lost Wages Assistance (LWA) Implementation – currently estimated for 2 weeks implementation

- FAST will work jointly with DUA to provide eligibility definitions to implement LWA based on the FEMA Authorization rules.
- Definition is estimated for 1 week
- Testing is estimated for 1 week
- LWA will be implemented within the PUA system.
- Initially, the implementation will include \$300 weekly payments to those who are eligible for the weeks ending: 8/1/20, 8/8/20, 8/15/20, 8/22/20, 8/29/20 and 9/5/20.
- This is retroactive for claimants who are eligible and will not require claimants to initiate another application.
- Should DUA apply and receive funding and authorization for additional week, FAST will implement those weeks at the time prescribed by DUA and such costs will be covered by the PUA on-going support and maintenance fees.
- LWA allows federal and state tax withholding but does not allow Child Support to be intercepted.
- Related functionality will be included as follows:
 - E-services banners
 - E-Services language changes to include LWA language
 - Halbot Updates
 - Monetary determination language updates
 - Financial Reporting updates
 - Revenue Accounting updates
- No additional training is necessary, but FAST will support DUA in any communications needs to employees or call center contractors.
- Implementation will follow the FAST Implementation Methodology.

Massachusetts CARES Act Pandemic Unemployment Assistance – Fast Identity Verification Services (FIVS) Implementation

Pursuant to the passage of the CARES act, Massachusetts has expanded its unemployment insurance (UI) programs by adding three new programs: Pandemic Unemployment Compensation (PUC), Pandemic Emergency Unemployment Compensation (PEUC), and Pandemic Unemployment Assistance (PUA). Massachusetts will implement the Fast Identity Verification Services (FIVS) to support fraud identification and processing related to DUA's UIOnline system where regular UI claims are currently processed.

The FAST Identity Verification Solution (FIVS) is an independent FAST system for identifying and managing the verification of customer identities. Offered through a multi-tenant cloud architecture, FIVS uses external and public-records data to calculate identity-confidence scores that measure the validity of claimant identities. FIVS provides DUA with pre-configured case-management flows and reports, as well as an array of identity-verification processes and tools, including PIN letters, identity-confirmation quizzes, pre-note verification, and more. FIVS can directly integrate with FAST software or other agency applications to facilitate identity verification, manage workloads associated with identity verification, and provide additional functionality for further confirming claimant identities, when needed.

FIVS High-Level Scope of Work

Fast Identity Verification Services (FIVS) Implementation – currently estimated for 2-4 weeks implementation

- FAST will provide DUA and DUA IT staff with 3 interface definitions:
 - A single file from UIOnline to FIVS with all claims from July 1, 2019 that are not already denied. FIVS will run a baseline analysis on all of these claims.
 - Within 1 week of receiving the initial all-claims file from UIOnline, in the prescribed format, FAST will begin providing results to DUA of fraud findings along with risk levels.
 - A daily file from UIOnline to FIVS for any new claims each day. FIVS will analyze these new claims within 48 hours of receipt.
 - A file from FIVS to UIOnline to provide the Claim Number, and disposition of the claim back to UIOnline for determination actions, which will occur in UIOnline.
 - Where appropriate, Identity Cases will be created in FIVS for further analysis by DUA. Results of any Identity Case Pass/Fails will be sent back to UIOnline for final determination actions.
- FAST and DUA will work together to determine which levels of expanded functionality will be utilized at what times. All functionality below is included within this Change Order. DUA can choose to phase these in at different times.
 - Sending Identity Fact-Finding to selected claimants
 - Letters associated with fact-finding

- Bank account verification
- Case Management of Identity Fraud Cases
- Claimant Identity Quiz
- Claimant Identity Pin Letter
- SMS Text Messages
- E-services portal for claimants for document upload in response to Fact-Finding notices.
- Rule Management – FIVS provides a proven set of rules and analytics to support fraud identification. DUA may adjust or add additional rules as additional information
- Training in the form of CBTs will be provided to DUA users of FIVS
- Implementation will follow the FAST Implementation Methodology.
- As part of the monthly FIVS fee, FAST will provide on-going operational support including on-going analysis, decision support, fraud detection analysis and recommendations for addressing the detected or suspected fraud and other on-going operational tasks related to overall program integrity. FAST will not be responsible for making decisions related to a specific claim, claimant or other program integrity issues. However, FAST will be responsible for providing on-going recommendations, alerts, and taking action on claims, claimants, etc. as directed by DUA.
- In addition, FAST will protect confidential information in accordance with the following Security Provisions:

Security Provisions:

- FAST understands and agrees that it will have access to confidential MA DUA unemployment data (UI Data). UI Data is strictly confidential under the provisions of G.L. c. 151A, sec. 46, and 20 CFR 603.00, et seq. FAST understands and agrees that it shall:
 - Use UI Data received from DUA only for the purpose outlined in this Change Request;
 - Limit access to UI Data to the authorized FAST personnel assigned to this project listed in Appendix B (List of Authorized Personnel), each of whom, FAST represents, needs such access so that FAST can accomplish the purpose of the SOW. Additional or substitute personnel may be added to Appendix B with notice to DUA. Promptly, and no more than ten days after an individual listed in Appendix B no longer is assigned by FAST or no longer needs access to the UI Data to accomplish the purpose of the SOW, FAST will so notify DUA in writing, and Appendix B shall be deemed amended accordingly. Notices under this paragraph shall be sent to: Massachusetts Department Unemployment Assistance, Chief Counsel, Charles F. Hurley Building, 19 Staniford Street, Boston, MA 02114. Email: Martha.M.Wishart@DEMA.org;
 - Store and maintain UI Data in a place and manner that is physically secure from access by unauthorized persons, e.g., locked cabinets or storage room.
 - Store and process UI Data that is maintained in an electronic format in such a way that unauthorized persons cannot obtain the information by any means. FAST shall ensure that UI Data are never remotely accessed or maintained in an unsecured mobile or portable device.
 - Undertake precautions to prevent disclosure of UI Data to unauthorized persons.
 - Not disseminate, use, or permit the dissemination or use of UI Data in any manner not expressly permitted by this SOW, or without express prior, written consent from DUA, which consent may be delayed or withheld in DUA's sole discretion.
 - Destroy thoroughly and irretrievably all UI Data received from DUA under this SOW when they are no longer needed to accomplish the purpose of the SOW. This may result in portions of the UI Data being destroyed at different times. Upon request, FAST shall

- provide proof satisfactory to DUA that UI Data has been so destroyed, including the date of destruction and the method utilized.
- Not make, retain, copy, duplicate, or otherwise use any copies of UI Data after completion of the purpose of the SOW without prior written permission from DUA, which may be withheld or delayed in DUA's sole discretion.
 - Maintain a system and/or procedure for, without limitation, handling, storage, use, transmission, and destruction of UI Data sufficient to allow DUA and USDOL, including their designees, to audit compliance with this Agreement.
- FAST will ensure that all employees listed in Appendix B who have access to UI Data shall have been instructed, before being permitted such access, regarding the confidential nature of the UI Data, the safeguards required to protect its confidentiality, and the sanctions for unauthorized disclosure of UI Data by requiring that each such person first sign the Confidentiality Policy attached hereto as Appendix A.
 - FAST will fully and promptly report any violation or suspected violation of this Agreement to DUA. This report will be directed to: Massachusetts Department Unemployment Assistance, Chief Counsel, Charles F. Hurley Building, 19 Staniford Street, Boston, MA 02114. Telephone number: (617) 626-5600. Email: Martha.M.Wishart@DETMMA.org.
 - FAST shall notify DUA as soon as it becomes aware of, or has grounds to suspect, the unauthorized disclosure of any personally identifiable information provided by DUA under this SOW. To the extent known by FAST, notification shall include the identities of any affected individuals or employers. In the event of such actual or suspected unauthorized disclosure and to the extent such disclosure was caused by FAST, FAST shall as soon as possible and to the extent necessary and within FAST's control (1) commence an investigation to determine the scope of any security breach and (2) restore the security of the system to prevent any further unauthorized disclosure. FAST shall notify DUA of the progress and results of its investigation and the steps taken to prevent any further unauthorized disclosure. FAST expressly acknowledges that it shall bear the full cost of complying with this provision. Notification to DUA, under the terms of this paragraph, will be directed to: Massachusetts Department Unemployment Assistance, Chief Counsel, Charles F. Hurley Building, 19 Staniford Street, Boston, MA 02114. Telephone number: (617) 626-5600. Email: Martha.M.Wishart@DETMMA.org.
 - FAST will immediately notify DUA upon receipt of any legal, investigatory, or other demand for access to UI Data that is not expressly authorized by this SOW, and will cooperate with DUA in its effort to take legal action to prevent disclosure, including, but not limited to, moving to quash subpoenas issued for such information. FAST will keep the DUA Chief Counsel's fully and timely notified of all developments related to such legal actions and their response thereto. This notification will be directed to: Massachusetts Department Unemployment Assistance, Chief Counsel, Charles F. Hurley Building, 19 Staniford Street, Boston, MA 02114. Telephone number: (617) 626-5600. Email: Martha.M.Wishart@DETMMA.org.
 - FAST will cooperate fully with any monitoring, including, without limitation, on-site inspections and any request for access to staff, information, or material related to monitoring. DUA will

- provide advance notice if it intends to conduct on-site inspections of applicable data centers. These inspections are subject to DUA's compliance with the data center's security practices.
- Notice, if any, of on-site monitoring shall be kept confidential by FAST.

Massachusetts CARES Act Pandemic Unemployment Assistance – Support and Maintenance Addendum

Pursuant to the passage of the CARES act, Massachusetts has expanded its unemployment insurance (UI) programs by adding three new programs: Pandemic Unemployment Compensation (PUC), Pandemic Emergency Unemployment Compensation (PEUC), and Pandemic Unemployment Assistance (PUA). Massachusetts has selected an increased level of Support and Maintenance pursuant to the PUA Program which assists in providing additional functionality that deviates from the original scope such as Appeals and Appeals Case Management, additional Fraud functionality, and other PUA program changes and enhancements that may arise from Federal Department of Labor, Executive needs, or business requirement changes.

This enhanced Support and Maintenance is provided at a cost of \$50,000.00 a month, to be billed quarterly in arrears with the first month included as July 2020. Pursuant to the original PUA Agreement, this adjustment allows DUA to extend its use of the PUA Program beyond 12/31/2020, in a month-by-month manner.

Massachusetts CARES Act Pandemic Unemployment Assistance

APPENDIX: A – EOLWD Confidentiality Policy Document



THE COMMONWEALTH OF MASSACHUSETTS EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT

CONFIDENTIALITY POLICY

(Non-EOLWD Employees/Contractors)

I, _____, an employee of _____, hereby acknowledge that as part of my official duties I may acquire or have access to confidential information including, but not limited to, unemployment insurance information (including wage records), federal tax information (FTI), medical information (including information regarding workplace injuries and treatment), employment service information and personal data or information (the "Information").

I agree to comply with all laws relating to confidentiality of the Information, including, but not limited to, the following:

1. General Laws Chapter 151A, §46 (a) and (e) prohibits the unauthorized use and disclosure of any confidential unemployment insurance information. Violation of this statute is punishable by a fine of up to \$100.00 per offense or by imprisonment for not more than 6 months, or both.

Unemployment insurance (UI) information, which is under the purview of EOLWD's Department of Unemployment Assistance (DUA) includes, but is not limited to:

- name and address of the claimant
- claimant's weekly benefit amount, amount of benefit credit and amount of benefits received
- amount of wages paid by a specific employer
- number of employees reported by a specific employer

- summary UI information at a level in which a claimant or employer could be identified.
2. General Laws Chapter 23H, §6(b) prohibits unauthorized use and disclosure of employment service information. Violation of this statute is punishable by a fine of up to \$100.00 per offense or by imprisonment for not more than 6 months, or both.

Employment service information includes, but is not limited to:

- applicant's name and address
- applicant's demographic characteristics
- applicant's employment history
- employer's name and address
- specific job order information

3. The Fair Information Practices Act (G.L. c. 66A) prohibits the unauthorized access of personal data. General Laws Chapter 214, §3B provides for injunctive and other nonmonetary relief for violation of this statute. Data subjects may also make a claim for damages under the Massachusetts Tort Claims Act.

Personal data is any information concerning an individual which because of name, identifying number, mark or description can be readily associated with a particular individual. Personal data includes:

- claimant and applicant data but not corporate data
- personnel information, such as, employee work evaluations, disciplinary documents and medical records.

4. General Laws Chapter 93H, §2 requires the EOLWD to insure the security and confidentiality of personal information, protect against anticipated threats or hazards to the security or integrity of such information, and to protect against the unauthorized access to or use of such information that could result in substantial harm or inconvenience to any resident of the Commonwealth.

Personal information is defined in Chapter 93H as:

- A resident's first name and last name or first initial and last name in combination with any one or more of the following that relate to such resident:
 - (a) Social Security number;

- (b) Driver's license number or state-issued identification card number; or
- (c) Financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "Personal information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

5. General Laws Chapter 151A, § 14P authorizes EOLWD's Department of Unemployment Assistance to collect Wage Data. Impermissible uses and unauthorized disclosures of Wage Data are prohibited.

Wage Data, includes, but is not limited to:

- employee's name and social security number
 - employee's wages
 - names and federal identification numbers of employers.
6. Internal Revenue Code 6103 regulates the access to and use of Federal Tax Information (FTI), and prescribes felony offenses for state employees who illegally disclose federal tax returns and return information (s. 7213), a misdemeanor for the unauthorized inspection of FTI (s. 7213A), and imposes civil damages for unauthorized inspection and disclosure of FTI (s. 7431).
- Violation of 7213, Unauthorized Disclosure of Information, shall be a felony punishable by a fine not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution.
 - Violation of IRC sec. 7213A, Unauthorized Inspections of Returns or Return Information, shall be punishable by a fine not exceeding \$1,000, or imprisonment not more than 1 year, or both, together with the cost of prosecution.
 - Violation of IRC sec. 7431, Civil Damages for Unauthorized Inspection or Disclosure of Returns and Return Information, allows a taxpayer to bring a civil action against an employee who inspects or discloses FTI without authorization, for the greater of \$1,000 or the cost of the actual damages sustained and the cost of the action.*
 - Discoveries and observations of possible improper inspection or disclosure of FTI must be reported immediately to the Office of Internal Control and Security via email address, ICID@massmail.state.ma.us or telephone, 617-626-6680.

I will at all times maintain the confidentiality of the Information. I will not use it for any unauthorized purpose, and I will not, directly or indirectly, disclose or otherwise make the Information available to any unauthorized person or persons or access or use the Information for any unauthorized or illegal purpose. **I will not access the Information for any non-business purpose.** I will not browse information I have no business need to view and I will make every effort to avoid real or perceived conflicts of interest. This includes accessing my

account or the accounts of those with whom I am affiliated. I will make no attempt to provide or publish the Information in a format by which it may be identified.

I understand that if I have any questions or concerns about the confidentiality of data, data sharing, or particular data practices or data sharing requests that it is my individual responsibility to bring the matter to the attention of my supervisor and/or to the attention of the Office of Internal Control and Security, and/or to the attention of the DUA's Keeper of the Records at 617-626-5615.

I understand that any unauthorized use or disclosure by me of the Information described in this agreement may result in a fine, imprisonment and if applicable, appropriate discipline, **up to and including immediate termination from employment** and/or my continued access to such information.

Non-Employee/Contractor Acknowledgement

By signing below, I acknowledge that I have read the EOLWD **Confidentiality Policy** and that I understand and agree to abide by the provisions set forth therein.

Signature _____ *Date*

Please Print:

Full Name: _____

Work Location: _____

Work Address: _____

Massachusetts CARES Act Pandemic Unemployment Assistance
APPENDIX: B – List of Authorized Personnel: FAST Enterprises Employees
with Access to UI Data

1. Maggie Gleason
2. Kyle Esala
3. Zach Neville
4. Josh Decker
5. Nick Armstrong
6. Avi Nerella
7. Brad Edwards
8. Kyle Pierce