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Agency of Administration

SEALED BID

REQUEST FOR PROPOSAL

Comprehensive Child Welfare Information Systems (CCWIS)

ISSUE DATE	March 13, 2024
QUESTIONS DUE	March 28, 2024 – 4:30 PM (EST)
RFP RESPONSES DUE BY	April 11, 2024 – 4:30 PM (EST)

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND ADDENDUMS ASSOCIATED WITH THIS RFP WILL BE POSTED AT:

<http://www.bgs.state.vt.us/pca/bids/bids.php>

THE STATE WILL MAKE NO ATTEMPT TO CONTACT INTERESTED PARTIES WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH BIDDER TO PERIODICALLY CHECK THE ABOVE WEBPAGE FOR ANY AND ALL NOTIFICATIONS, RELEASES, AND ADDENDUMS ASSOCIATED WITH THIS RFP.

STATE CONTACT: Kristine Furman
E-MAIL: kristine.furman@vermont.gov
USE SUBJECT: VT CCWIS

1. OVERVIEW:

- 1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP), the Agency of Digital Services (ADS), on behalf of the Department for Children and Families (DCF and hereinafter the “State”) is seeking to solicit competitive bids and enter into a contract with one company (hereinafter the “Vendor” or “Contractor”) for the Design, Development, and Implementation (DII) of a Comprehensive Child Welfare Information System (CCWIS).

The selected vendor will collaborate with Vermont DCF to develop a CCWIS solution that satisfies the federal CCWIS Self-Assessment criteria, making it eligible for Federal Financial Participation (FFP).

For an understanding of the State’s Child Welfare and Human Services acronyms, refer to **Appendices** : VT CCWIS Appendix A-C, **Appendix B**: Glossary for CCWIS RFP.

1.2. PRIMARY OBJECTIVES:

A. Customizability and Ownership:

- Software Customization and Ownership: In developing a solution tailored to Vermont's needs, it is imperative to address the ownership and stewardship of customized software components.

B. Ownership and Federal Sharing:

- All software customized or explicitly built for the State of Vermont using Federal Financial Participation (FFP) funds shall be the property of Vermont. This includes, but is not limited to, all custom code, configurations, and related documentation.
- In accordance with federal guidelines, the State of Vermont will share ownership rights with federal agencies, as applicable. This ensures compliance with federal requirements for transparency and reuse of federally funded developments.

C. CCWIS Design Review Compliance:

- Any and all customizations to the software must adhere to the Comprehensive Child Welfare Information System (CCWIS) design review requirements. The vendor is responsible for ensuring that the system’s design, including custom components, meets or exceeds all CCWIS standards.
- The design review process will evaluate customizations for their impact on system performance, interoperability, and long-term maintainability.

D. Custom Feature Justification:

- Our CCWIS solution requires a careful balance between the custom features and the cost-efficiency of standardized out-of-the-box functionalities.

- 1.3. **CONTRACT PERIOD:** The Contract arising from this RFP will be the period of implementation services, plus up to five years for annual operating costs (maintenance and service). The State may consider an option to include the ability to renew for up to two additional twelve-month periods.

The State anticipates the start date for such contract(s) will be July 1, 2024.

- 1.4. **SINGLE POINT OF CONTACT:** All communications concerning this RFP are to be addressed in writing to the State Contact listed on the front page of this RFP. Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.

- 1.5. **BIDDERS’ CONFERENCE:** A bidder’s conference will not be held.

- 1.6. **QUESTION AND ANSWER PERIOD:** Any bidder requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the questions deadline indicated on the first page of this RFP. Questions may be e-mailed to the point of contact on the front page of this RFP. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period, a copy of all questions or comments and the State's responses will be posted on the State's website: <http://www.bgs.state.vt.us/pca/bids/bids.php>. Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.
- 1.7. **CHANGES TO THIS RFP:** Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at <http://www.bgs.state.vt.us/pca/bids/bids.php>. Modifications from any other source are not to be considered.

1.8. **SOURCE OF FUNDS:**

Socioeconomic affirmative steps under 2 C.F.R. § 200.321 If using applicable federal funds Socioeconomic affirmative steps under 2 C.F.R. § 200.321 must include at least the following six steps:

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/general contractor, if subcontracts are to be let, to take the same affirmative steps as listed in numbers 1 through 5.

If a bidder requires assistance in preparing their proposal or needs guidance on socioeconomic certifications, the bidder may contact the Procurement Technical Assistance Center (PTAC). PTAC specializes in helping small businesses navigate the documentation associated with State and Federal procurement. Their website is: <https://accd.vermont.gov/economic-development/programs/ptac>.

2. DETAILED REQUIREMENTS/DESIRED OUTCOMES:

2.1. DESIRED OUTCOMES:

The Vermont Department for Children and Families (DCF) seeks to partner with a qualified vendor to develop a Comprehensive Child Welfare Information System (CCWIS) that fulfills a broad set of objectives. We aim to modernize our technological infrastructure and improve the quality of child welfare and youth justice services we provide. By empowering our caseworkers and engaging with our external partners, we intend to positively impact the lives of the children and families we serve. We are committed to implementing a data-driven and user-centric solution while ensuring compliance with federal standards and eligibility for federal funding. Below, we have outlined the specific desired outcomes that guide this initiative.

A. Federal Compliance & Funding

- Achieve compliance with federal CCWIS Self-Assessment criteria.
- Secure eligibility for Federal Financial Participation (FFP).

B. Data-Driven Decision Making

- Transition to a Data-Driven Decision-Making model in child welfare.
- Equip caseworkers with real-time analytics and insights.

C. Caseworker Empowerment

1. **Efficient Data Entry and Management:**
 - Implement forms and interfaces that are optimized for quick and error-free data entry.
 - Utilize dropdown menus, checkboxes, and pre-filled options to minimize manual typing and reduce entry errors.
 - Integrate automatic data validation checks to ensure accuracy and completeness of entered information.
2. **Voice-to-Text and Text-to-Voice Capabilities:**
 - Incorporate advanced voice-to-text features to allow caseworkers to dictate notes and information, enhancing speed and convenience.
 - Include text-to-voice technology to assist in reviewing and digesting large volumes of text-based information, beneficial for accessibility and reducing screen time.
3. **Smart Field Population:**
 - Design the system to intelligently auto-populate fields based on previous entries or related data points to save time and reduce redundancy.
 - Enable the system to learn from user patterns to predict and suggest common entries, further streamlining the data entry process.
4. **Bulk Data Entry and Editing:**
 - Allow for bulk data entry and editing features for handling large volumes of data efficiently.
 - Implement batch processing capabilities for updates and changes that affect multiple records.
5. **Data Entry Assistance and Guidance:**
 - Include contextual help and inline guidance for data entry fields to assist new users and reduce errors.
 - Provide tooltips and examples for complex fields to ensure clarity in data input.
6. **Efficiency & Time Management:**
 - Implement structured data collection to minimize time spent on documentation.
 - Enable fully automated workflows and notifications to expedite case resolution.

D. User Experience & Dashboard

1. **Integrated Workload Management:**
 - The dashboard shall provide an integrated view of the user's and team's current workload, with capabilities to assign, reassign, and prioritize tasks.
 - Features shall allow for the tracking of progress on individual tasks and aggregate views of team workload to support efficient management and redistribution of work items.
2. **Case Management Integration:**
 - Case workers shall utilize the dashboard for a real-time view of case statuses, with the ability to delve into case details directly from the dashboard.
 - The dashboard shall offer functionalities for updating case statuses and adding notes or documents, streamlining case management processes.
3. **Administrative Task Coordination:**
 - The dashboard shall present a summary of upcoming administrative tasks, with direct actions available for scheduling, reporting, and communication.
 - Integration with organizational tools such as calendars and email systems shall be provided to ensure synchronicity of tasks and notifications.
4. **Context-Driven User Experience:**
 - The dashboard interface shall automatically adjust to display information and tools relevant to the user's specific role and current context.
 - Customizable views and settings shall be available to users to tailor the dashboard to their unique needs and preferences.

Implementation of these dashboard enhancements must be clearly detailed in the vendor's proposal, demonstrating how the solution will be tailored to meet the diverse needs of different user roles within the CCWIS. The proposed dashboard must align with the user experience and functionality requirements as outlined in Exhibit B: VT CCWIS Functional Requirements.

- Vendors are expected to include mock-ups or prototypes of the proposed dashboard along with descriptions of the functionalities to illustrate compliance with these detailed requirements.

E. External Partner Accessibility

1. **External Partners Accessibility:**
 - Develop a dedicated portal for service providers, foster providers, and other partners.
 - Include tailored functionalities for applications, status tracking, and document management.
2. **Real-Time Information Sharing:**
 - Ensure the portal provides real-time updates on cases, referrals, and other pertinent data.
 - Integrate messaging or chat functions for real-time communication among stakeholders.
 - Provide tools for sharing updates, comments, or inquiries directly within the platform.
 - Allow for the immediate sharing and access of relevant documents and case files.
 - Implement version control and audit trails for shared documents to track changes and updates.
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 - Implement version control and audit trails for shared documents to track changes and updates.

F. System Flexibility & Customizability

1. **Out-of-the-Box Solutions:**
 - Offer ready-to-use functionalities for standard processes.
 - Ensure minimal setup for efficient deployment.
2. **Customizable Options:**
 - Provide modules and features that can be tailored to specific needs.
 - Allow for easy modification of workflows and interfaces.
3. **Easy System Customization:**
 - Build on a flexible architecture that allows for straightforward customization.
 - Enable Vermont DCF staff to autonomously modify the system.

G. Architectural & Security Standards

1. **Comprehensive UI/UX Design Standards:**
 - Employ user-centered design principles to create intuitive and accessible interfaces.
 - Incorporate feedback from end-users to continually improve the user experience.
2. **Coding Best Practices:**
 - Adhere to industry-standard coding practices for maintainability and performance.
 - Implement code reviews and testing protocols to ensure code quality.
 - Adherence to CCWIS design requirements for customized functions in the new CCWIS.
3. **Data and Security Standards:**
 - Apply rigorous data management and security protocols, including encryption and secure data handling practices.
 - Regularly update security measures in line with emerging threats and best practices.
4. **Architectural Design Patterns:**
 - Utilize proven architectural design patterns for system robustness and scalability.
 - Design the architecture to support future enhancements and integrations.
 - API Design Standards:
 - Develop APIs based on standard protocols for ease of integration and interoperability.
 - Ensure APIs are secure, efficient, and well-documented for external use.

H. Module Development, Deployment, and Testing:

1. **Facilitation of Parallel Development:**
 - Enable simultaneous development of different system components to reduce time-to-market.
 - Use containerization and microservices architectures to support parallel development efforts.
2. **Efficient Development Process:**
 - Optimize development processes to minimize waste and maximize value delivery.
 - Regularly review and refine development practices for continuous improvement.
3. **Deployment and Testing:**
 - Facilitate independent deployment and testing of modules for faster iteration and reduced dependencies.

- Implement automated testing to ensure module stability and functionality.

I. Scalable User Management and Flexible Access Controls:

1. Vendors must present strategies for user management that accommodate scalability and provide flexible access control to facilitate administration and adapt to evolving organizational needs. This includes:
 - Hierarchical role-based access controls.
 - Dynamic access management systems responsive to real-time situational changes.

J. Security Audit and Compliance Regimen:

1. Regular security audits, compliance checks, and vulnerability assessments are mandatory, ensuring:
 - Ongoing evaluation and strengthening of security postures.
 - Immediate identification and remediation of vulnerabilities.
 - Compliance with state-specific security mandates and recommended frameworks such as NIST.

K. Data Protection Protocols:

1. Detailed protocols for data masking and redaction are required to protect sensitive information within the system. Proposals should specify:
 - Techniques for de-identifying data to prevent unauthorized access to personal information.
 - Redaction methods to ensure that sensitive data is not exposed in user interfaces or reports.

L. Service Quality & Regulatory Compliance

1. **Quality Improvement:**
 - Aim to elevate the standards of child welfare and youth justice services.
 - Incorporate feedback mechanisms for continuous service improvement.
2. **Best Practices and Protocols:**
 - Implement best practices and protocols in service delivery.
3. **Federal and State Regulations:**
 - Ensure the system is compliant with all relevant federal and state regulations.
 - Regularly update the system in line with changing legal requirements.
4. **Audit and Reporting:**
 - Include features for easy auditing and reporting to comply with regulatory requirements.

M. Impact on Child & Family Welfare

1. **Direct Positive Impact:**
 - Focus on directly improving the well-being and safety of Vermont’s children and their families.
 - Integrate tools and features that support proactive care and intervention.
2. **Data-Driven Insights:**
 - Utilize data analytics to gain insights into factors affecting child and family welfare.
 - Base decisions and strategies on accurate, real-time data.

2.2. FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS

The Vermont Department for Children and Families (DCF) is pursuing a Comprehensive Child Welfare Information System (CCWIS) that complies with the federal regulations outlined in CFR 1355.50-59. This adherence is further delineated in the CCWIS Self-Assessment guidelines in CCWIS Technical Bulletin #7. Interested vendors are required to submit proposals that comprehensively address the Functional and Non-Functional goals and requirements specified in the attached appendices and referenced in Parts 3 and 4 of the Bidder Response Form (**Exhibit A**). In addition to the functional and non-functional requirements, please refer to DCF’s high level workflows included in **Appendices: VT CCWIS Appendix A-C**, Appendix A: VT CCWIS Workflows.

Attachments:

- **Exhibit A:** VT CCWIS Bidder Response Form (BRF)
- **Exhibit B:** VT CCWIS Functional Requirements

- We have organized our functional requirements into a series of specific modules, as detailed in the Functional Requirement Exhibit. This modular approach categorizes various operational aspects for clarity and efficiency. The exhibit is structured with the following modules:
 - Intake
 - Investigations
 - Case Management
 - Resource Management
 - Eligibility
 - Service Referrals
 - Finance
 - Report
 - Appeals
- **Exhibit C:** VT CCWIS Non-Functional Requirements
- **Exhibit D:** VT CCWIS Salesforce Platform (**Optional**)
 - If your proposed solution involves using Salesforce, please complete Appendix F. This appendix is designed explicitly for vendors utilizing Salesforce Solution, allowing us to better understand how your Salesforce-based solution aligns with our requirements.
- **Appendices:** VT CCWIS Appendix A-C
 - **Appendix A:** VT CCWIS End to End Workflows
 - These flowcharts provide a module-level, end-to-end overview, covering all functional epics for comprehensive process logic understanding.
 - **Appendix B:** VT CCWIS Glossary for CCWIS RFP
 - **Appendix C:** Standard State Contract Template with Attachments

2.3. DELIVERY OF SERVICES

2.3.1. Vendor Company / Organization / Capabilities

Bidders must provide a comprehensive profile of their company, detailing its organizational structure and capabilities that ensure the effective design, development, and implementation of a Comprehensive Child Welfare Information System (CCWIS). In addition, bidders must describe their experience of CCWIS Vendor projects within the last five years, elucidating their specific roles and contributions in each project.

1. Project Staffing and Roles

Vermont DCF expects that the bidder will allocate key staff members who are qualified and dedicated to successfully completing this project. The bidder's staffing plan should address the following:

- **Project Organization Chart:** Include an organization chart showcasing this project's proposed staffing structure.
- **Staff Summary Table:** Present a summary table outlining the details of each proposed project participant. This table should include the participant's name, current role or position, current employer, key functions in their current role, years of experience in their role, proposed role in this project, the percentage of time to be dedicated to this project, onsite or remote status, and years of experience in CCWIS vendor projects.
- **Key Personnel Identification:** Identify individuals within the project team who are considered key personnel for the successful execution of this project.
- **Subcontracting:** If subcontractors are to be used, provide their details along with the nature of their contribution to the project. Subcontractors must meet the same requirements and scrutiny as the primary bidder.

2.4. SOLUTION APPROACH

2.4.1. Overview

Here is some general guidance that the State would like to provide bidders:

- We are open to different types of solutions (e.g., custom, low code no code (LCNC), COTS, SaaS, others?) but we believe that we prefer SaaS or cloud vendor hosted solution delivery.
- We are open to working with a System Integrator (SI) or directly with a Vendor's professional services team, but we only want one contract to manage for this solution including implementation, maintenance, and operations.
- We will allow the use of subcontractors, but we will expect the selected Vendor to manage them, and the State will hold the subcontractor to the same standards that it uses with the Vendor (and the Vendor remains accountable to remaining compliant to our contract).
- We expect a vendor to provide the training and documentation required to enable State staff to configure the solution with minimal support from the selected vendor.
- We would like the proposed solution to comprehensively develop all essential modules, including Intake, Investigation, Case Management, Resource Management, Service Referral, Appeals, Finance, Eligibility, and Reporting, to ensure a fully integrated CCWIS.
- We desire a modular solution and implementation but expect to go live using a "Big Bang" cutover approach from our legacy solutions.
- We would like to engage with the selected vendor in Joint Application Design (JAD) sessions for each module where we finalized one or more user stories that trace back to our RFP requirements including detailed acceptance criteria as a means for establishing baseline implementation requirements that are detailed enough for the vendor to execute with a high level of confidence that the delivered work product will meet the State's needs.

2.4.2. Vendor Principles

Bidders are mandated to propose a delivery methodology for Design, Development, and Implementation services that encapsulates the following key principles:

- **Collaborative Engagement:** The methodology should foster a collaborative environment between the State of Vermont and the vendor. Both parties must work in synergy, sharing knowledge and insights to achieve project success collectively.
- **Risk Management with Innovation:** While the methodology should have robust risk management controls, it should not stifle innovation. There should be ample scope for continually refining solutions to emerging needs and technologies.
- **Clarity in Communication:** It should facilitate constant and clear communication about roles, responsibilities, and expected deliverables. This includes a framework for outlining deliverable timeframes for every project team member.
- **Alignment with Project Goals:** All deliverables must align with the chosen implementation methodology, solution architecture, and the project's overarching goals. Any deviation should be justified and approved by relevant stakeholders.
- **Quality Assurance:** The methodology should incorporate stringent quality checks and balances to ensure that each product or deliverable meets or exceeds standards. This can include, but is not limited to, regular internal audits, client reviews, and third-party assessments.
- **High Transparency:** Critical project decisions and solution design choices should be transparent to the State. This involves sharing what decisions are made and why they are made, providing the State with a clear understanding of the project trajectory.

2.4.3. State Responsibilities

As a part of the CCWIS Contract, the State is responsible for and administers, at a high-level, the following facets of the CCWIS Project:

- All licensing and expenses associated with maintenance of mandated State ecosystem components that integrate with the Vendor's solution.
- Granting the appropriate level of access to the needed enterprise systems, the State's network, State-managed policies, and procedures, CCWIS Project material, and other documentation.
- Providing historical and current Federal assessment documentation as required to ensure project compliance.
- Providing the CCWIS Vendor with user and technical training regarding the appropriate use of State AHS and ADS Enterprise systems, as needed.
- Providing explanation, clarification, and interpretation of State policies and procedures, as needed.
- Identifying and facilitating access, as needed, to all State-specific or Vendor-specific CCWIS Project resources.
- Monitoring compliance of the CCWIS Contract.
- Administering and maintaining all enterprise-level privacy and security policies and plans, and the State will collaborate with the CCWIS Vendor to ensure security and privacy requirements are integrated into the planning, budgeting, acquisition, and management of the CCWIS Project and contract.
- Providing project resources, such as but not limited to, a Contract Manager, IT Manager, and State Project Manager.
- Coordinating all contract management activities between the State and the CCWIS Vendor for the CCWIS Project.
- Providing and ensuring adherence to State project management standards.
- Providing and ensuring adherence to business analysis standards.
- Obtaining independent reviews of the CCWIS Project procurement activities, per Vermont State Statute 3 V.S.A. § 3303.
- Performing all required work on the legacy systems to support the implementation of all phases.
- Data extractions from legacy solutions.
- Creation of or modifications to the State's common noticing solution correspondence templates (if applicable).
- Determining and maintaining the algorithm used by the State's Master Person Index (MPI) solution.
- Collaborating and supporting all mandated Federal certification and testing activities necessary to obtain Federal approval and enhanced funding.

2.4.4. Vendor Responsibilities

As a part of the CCWIS Contract, the CCWIS Vendor will be responsible for, at a high-level, the following facets of the CCWIS Project:

The Vendor will be responsible for delivering all product deliverables and document deliverables, in accordance with the specifications of the RFP, and shall also be accountable for ensuring the end-to-end functioning and integration of the whole solution upon completion of all deliverables to achieve all requirements of the RFP and the resultant contract and the desired outcomes identified in RFP Section 2.2

- Compliance with and adherence to the executed CCWIS Contract.
- All hosting activities, costs, and security related to the solution(s) (for non-State hosted proposals).

- Providing a hosted cloud environment that supports the CCWIS Solution (for non-State hosted proposals), inclusive of all necessary environments for development, testing, training, staging, and production.
- Disaster recovery (DR) activities and plan for the Solution's environment.
- Maintenance and operations (M&O) of the provided CCWIS Solution environment.
- The design, development, and implementation of the proposed and agreed upon CCWIS Solution.
- Ensuring that the vendor activities do not impact current daily operations of other State systems.
- Leveraging and integrating with the preferred State technologies highlighted in Table 1.
- The agreed-upon integrations required to complete the proposed CCWIS Solution. This includes the development, deployment, testing, management, and maintenance of all necessary interfaces for integrations transmitted from or received by the CCWIS Solution. These interfaces can be to other related systems/ecosystems and components, either internal or external to the State.
- Initial data cleansing, transformation, deduplication, and ingestion of child welfare data from legacy solutions.
- Interfacing with the State's MPI solution as needed to complete MPI functionality.
- The review, validation, and management of the functional, non-functional, and technical requirements, and all associated user stories with all applicable stakeholders, including:
 - Maintenance and management of all requirements and user stories in the State's preferred requirement management application.
 - Compliance with all State and Federal statutes, policies, and regulations governing child welfare.
- The development and overall management of a Test Plan to detail the comprehensive testing approach, in collaboration with the State, for all testing levels (and activities), including but not limited to:
 - Unit Testing.
 - System Integration Testing.
 - Performance Testing.
 - Security Compliance Testing.
 - Penetration Testing.
 - Accessibility and Section 508 Compliance Testing.
 - Development and execution of relevant and appropriate test cases (with traceability to all requirements and associated User Stories).
 - Management of all test data.
 - Defect management (including reporting, logging, workarounds, training updates, and defect closeout).
 - Preparation and training for all State resources/stakeholders for all test phases and test activities.
 - Maintenance and management of all test cases within the State's preferred testing management application.
 - User Acceptance Testing.
 - End-to-End Testing of all solution components.
- Following and adhering to all State-required project management standards and guidelines for the overall management, organization, status reporting, and tracking of the CCWIS Project, including

the development/production, execution, and ongoing management of the following, such as but not limited to:

- Detailed project timeline and schedule.
- Project status reporting and communications.
- Project risks and issues.
- Detailed design documentation.
- Implementation/deployment (plans) and roll out.
- Software Development Life Cycle (SDLC) Test plans.
- Technical and end-user training (plan) and documentation.
- Solution knowledge transfer to State resources/staff or subsequent vendor.
- Project closeout.
- Following and adhering to all State-required business analysis standards and guidelines for all deliverables and artifacts.
- The acquisition of and day-to-day oversight/management of an experienced and dedicated vendor project team that will sufficiently perform and execute the duties and responsibilities defined by the State.
- Adherence and alignment with all enterprise-level privacy and security policies and plans and collaborating with the State to ensure security and privacy requirements are integrated into the planning, budgeting, acquisition, and management of the CCWIS Project, solution, and contract.
- Adherence and alignment with all Federal, State, and program specific guidelines, policies, requirements, mandates, funding allocations, and directives, and collaborating with the State to ensure CCWIS Project and system-solution compliance, including but not limited to:
 - Federal Conditions for Funding.
 - Federal IRS compliance for use of Federal Tax Information (FTI).
 - Federal and State accessibility guidelines.
- Adherence and alignment with all enterprise-level data governance policies and plans. Additionally, the Vendor will collaborate with the State to ensure data management requirements are integrated into the planning, budgeting, acquisition, and administration of the CCWIS Project, solution, and contract.
- The vendor is expected to create all the necessary integrations for the Vermont CCWIS solution to ensure seamless interoperability between different system components and external partners.
- Managing approved subcontractors.
- Should IV&V be utilized, participating in IV&V interviews and inviting IV&V to VT-CCWIS Project meetings.
- Training Management to provide the initial and ongoing knowledge transfer process, enabling stakeholders to maximize their usage, familiarity, application, and comprehension of all aspects of the solution. The State expects a training methodology that provides both standard training schedules/classes coupled with specialized, tailored training approaches that offers the flexibility to customize any aspect or variable of the training framework to address specified needs, such as levels of education, pandemic challenges, special needs, user types, and level of experience. Additionally, the flexible training approach must encompass multiple modes of training presentation styles and methods, such as online, hard copy, and electronic training opportunities in both on demand, prerecorded, and structured training sessions.

2.4.5. **Technical Approach**

The Vendor’s approach to Design, Development, and Implementation (DDI) must comply with the ACF technical bulletin #3: Modular Design and Review Guidance. The State intends to apply hybrid agile/waterfall principles and a user-centered design in the planning and implementation of these modules. Business process improvements will be designed and implemented with the release of new technical capabilities to ensure stakeholders can realize the intended business benefits as CCWIS system capabilities become available (i.e., when overall Solution goes live in production).

The state’s technical vision for the future CCWIS solution includes the following:

- A modular solution design.
- Building solutions that are configurable, interoperable, extensible, and maintainable.
- Leveraging open standards with “low code” and highly configurable modular development.
- A **preference** for SaaS or vendor cloud hosted solutions but open to alternatives.
- A **preference** to reuse existing State and AHS technologies where possible but open to alternatives.

Table 1 below lists the State’s enterprise or Agency of Human Services’ (AHS) wide technologies. Please note that use of these technologies is the State’s preferred approach, but we are open to considering alternatives where it does not add additional cost, improves the user experience, and meets the State’s functional and nonfunctional requirements. Please note, however, that integration with the State’s AHS Master Person Index (MPI) is **required**.

Table 1: State’s Core Enterprise \ AHS Technologies

Vendor	Solution	Application / Use
Hyland	OnBase	Enterprise Content Management (ECM) and Document Storage.
TBD – Active AHS Noticing Platform Procurement	TBD	AHS Notice and Correspondence generation and distribution.
Salesforce	MuleSoft	Data and Application Integration – preferred use of State’s MuleSoft cloud when integrating to custom State legacy solutions on a point-to-point basis. Also, if the State has existing MuleSoft APIs to a State Solution (e.g. to OnBase, Noticing Solution), then it is preferred that vendor will use existing APIs. Note: the preferred use of MuleSoft for integration is not communicating a preference for Salesforce as the core case management solution.
Okta	Customer Identity Cloud	External User Identity Access Management (IAM) and Single Sign-On (SSO).
Verato	Master Person Index	AHS uses to standardize customer contact records across AHS solutions. Augments the contact record de-duplication functional of case management solution – required .

For vendors proposing the use of the State’s ECM and/or Noticing solutions, for any nonfunctional requirements specific to these functional components that you feel are not applicable please indicate as such explaining your rationale (e.g., State’s responsibility to meet the requirement since the State is providing the solution).

2.4.6. CCWIS Interfaces

The following table summarizes the State’s functional interface requirements which are all listed in Exhibit B. These interfaces are listed in Table 2 to help potential bidders understand the importance of quality interfaces to the success of the State’s CCWIS solution.

Table 2: CCWIS Interfaces

S.No	Integration Name	Source System/ Application	Target System/ Application	One Way or Two Way	Integration Requirement ID #
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1	ABC Registry (Child Protection Registry)	ABC Registry application	CCWIS	One Way	Functional Requirement: Investigation Tab Requirement ID: IV-51
2	Vision (Department of Finance System)	Vision/CCWIS	Vision/CCWIS	Two Way	Functional Requirement: Finance Tab Requirement ID: FN-030
3	NCANDS Portal	CCWIS	NCANDS Portal	One Way	Functional Requirement: Investigation Tab Requirement ID: IV-43
4	AFCARS Portal	CCWIS	AFCARS Portal	One Way	Functional Requirement: Reports Tab Requirement ID: RP-51
5	NYTD Portal	CCWIS	NYTD Portal	One Way	Functional Requirement: Reports Tab Requirement ID: RP-52
6	Orbis/Caseworks (YASI)	CCWIS	Caseworks (YASI)	Two Way	Functional Requirement: Case Management Tab Requirement ID: CM-089
7	CDD IS	CCWIS	CDD IS	Two Way	Functional Requirement: Case Management Tab Requirement ID: CM-090
8	NEICE	CCWIS	NEICE	Two Way	Functional Requirement: Case Management Tab Requirement ID: CM-091
9	UNITY (Unified Nationwide Interstate Tracking for Youth)	CCWIS	UNITY	Two Way	Functional Requirement: Case Management Tab Requirement ID: CM-092
10	AAICAMA data system – Assoc. of Admin. of the Interstate Compact on Adoptions and Medical Assistance	CCWIS	AAICAMA System	Two Way	Functional Requirement: Case Management Tab Requirement ID: CM-093
11	Medicaid (MMIS) application	CCWIS	MMIS	Two Way	Functional Requirement: Case Management Tab Requirement ID: CM-094
12	AOE (Agency of Education)	CCWIS	TBD	Two Way	Functional Requirement: Case Management Tab Requirement ID: CM-095
13	Economic Services Benefits and Office of Child Support Payments	CCWIS	ACCESS	Two Way	Functional Requirement: Eligibility Tab Requirement ID: EL-024, EL-006, EL-007, EL-008, EL-009, EL-010, EL-011, EL012
14	VT Courts	CCWIS	Odyssey	Two Way	Functional Requirement: Appeals Tab Requirement ID: AP-001
15	ROMRT	CCWIS	ROMRT	Two Way	Functional Requirement: Reports Tab Requirement ID: RP-53
16	Master Person Index	CCWIS	VT AHS Verado MPI	Two Way	Functional Requirement: Case Management Tab Requirement ID: CM-112
17	Noticing (preferred)	CCWIS	VT AHS TBD	Two Way	NA
18	Document Management	CCWIS	VT OnBase	Two Way	Functional Requirement: Case Management Tab Requirement ID: CM-113
19	Identity & Access (preferred)	CCWIS	Okta	Two Way	Functional Requirement: Case Management Tab Requirement ID: CM-114
20	DOC (Department of Corrections)	CCWIS	DOC	One Way	Functional Requirement: Case Management Tab Requirement ID: CM-115

2.4.7. Existing/Current State Technology

The Social Services Management Information System (SSMIS) is the primary database systems used by DCF's Family Services Division (FSD). SSMIS is the primary system used to support child welfare activities

in Vermont and was implemented in the early 1980's. It utilizes a Linux operating system with shell scripting and runs on IBM's Informix platform. FSDNET is a secondary system developed in the 1990's, running Cold Fusion and MS SQL. FSDNET was created to support intake and investigation activities and provide a means for the input of case notes. FSD staff must currently use 11 separate systems and 30+ Excel spreadsheets to support current business processes. In summary, FSD does not currently have a proper case management solution and supporting functional solution components such as (not exhaustive list) a portal, a business rules engine, a noticing solution, a document management solution, and a financial management module. Important integrations with the Vermont Courts do not exist so interactions are manually completed.

2.4.8. Project Governance Support

Once finalized, the vendor must comply rigorously with the approved CCWIS Vendor Project Governance Structure. Moreover, the vendor will utilize the project management and communication tools chosen for this project. The following summarizes the vendor's overall project management responsibilities:

- **Quality Objectives:** The vendor shall adhere to all project quality objectives, standards, and practices, ensuring that all deliverables meet the desired level of quality.
- **Collaboration with CCWIS Project Team:** The vendor must work closely and collaboratively with the CCWIS Project Team to complete the deliverables and milestones established for the project.
- **Project Coordination:** The vendor ensures that all activities are well-coordinated and completed according to the approved schedules and plans. This includes ensuring that all relevant information is effectively communicated to both teams and stakeholders.
- **Risk and Issue Management:** The vendor will escalate and resolve any vendor-related risks and issues, ensuring they are dealt with promptly and effectively.
- **Fiscal Stewardship:** The vendor shall display a commitment to fiscal responsibility by managing the project effectively and communicating clearly, thus ensuring that the project remains within budget.
- **Quality Management:** The vendor is expected to implement mechanisms to effectively measure and manage the process and product quality throughout the project lifecycle.
- **Resource Management:** To ensure successful delivery, the vendor must maintain adequate staffing resources at appropriate levels throughout the CCWIS Vendor Project.
- **Ensuring Traceability and Vendor Accountability:**

1. Requirements Traceability:

Vendors must demonstrate a systematic approach to traceability from the RFP through to design, development, acceptance, and implementation phases. This involves:

- Mapping each requirement from the RFP to corresponding elements within design documents, development artifacts, and acceptance criteria.
- Providing a traceability matrix as part of the proposal, which will be updated throughout the project lifecycle.
- The vendor is responsible for continuously updating and maintaining the traceability matrix current throughout the project lifecycle.

2. Vendor Deliverable Accountability:

Vendors will be held accountable for the completion and demonstration of all deliverables. This includes:

- Providing evidence of deliverables at various project checkpoints.
- Ensuring that all deliverables are directly traceable to the initial RFP requirements.

3. Collaboration with CCWIS Project Team:

- The RFP specifies that the vendor's approach to project management must be collaborative, working in conjunction with the CCWIS project team to ensure a unified approach to traceability and project governance.
- Regular joint reviews will be conducted to verify alignment with project objectives and compliance with CCWIS standards and requirements.

2.4.9. **Deliverable Acceptance Process**

1. **Criteria:**

- The contractor shall submit each deliverable to the State for review and approval once the Contractor has determined the deliverable is in a final state.
- The State shall have five (5) business days to review and approve the deliverable, or to provide comments to the Contractor if the deliverable is not acceptable.
- During the five (5) business day period, the State may schedule and conduct a joint walkthrough of the deliverable with Contractor so that Contractor can make real-time updates based on State feedback. At the conclusion of the walkthrough, the goal is to confirm that updates to the deliverable are agreed. State may approve the deliverable after this walkthrough or may provide additional comments during the five (5) business day period.
- If State provides comments to Contractor on or before the end of the five (5) business day period, Contractor shall have three (3) business days from receipt of State's comments to incorporate comments and resubmit the deliverable to State for review.
- If at the end of the five (5) business day period, the State has neither accepted, nor provided comments on the deliverable, the deliverable may be escalated by the Contractor.
- The State will have an additional three (3) business days to confirm that comments provided have addressed the feedback and approve or disapprove the deliverable. If the State does not approve the deliverable, the Contractor and State shall endeavor to resolve any remaining issues within two (2) business days.

2. **Deliverable Expectation Document (DED):**

- The Contractor shall complete a Deliverable Expectation Document (DED) for each product deliverable prior to work beginning to ensure a common understanding between the State and the Contractor regarding the scope, content, and structure of the deliverable prior to beginning work. DED's will follow the acceptance process outlined in Section 3.
- The RFP will require vendors to propose measurable performance criteria as part of their Detailed Execution Plan (DED), which must be acceptable to the state. These criteria will serve as benchmarks for evaluating the vendor's performance and ensuring alignment with the project's goals and objectives.

3. **Deliverable Acceptance Document (DAD):**

- Upon completion of each deliverable product and deliverable document, the Contractor must submit a Deliverable Acceptance Document (DAD) for State review and approval. The DAD must ensure the requirements of the product deliverable stated in the approved DED were met.
- Approval of a DAD must be preceded by a thorough walkthrough of the product deliverable by the Contractor as the formal review process of the deliverable with State and Contractor. The State and Contractor will establish a mutually agreed upon cadence to which the DAD review and approval process will adhere.

4. **Deliverable Best Practices:**

- Deliverables shall be in English and will utilize any existing State style guide; if the State does not have a style guide the Contractor's style guide will be used instead. Deliverable documents will be written for the intended audience, e.g., user manuals should be written for business users and design documents should be written for technical staff. There should be no embedded documents. With the exception of security documents, links to related material should point to documents on the State SharePoint site. Deliverables are to be approved based on the acceptance criteria agreed to in the associated DED.
- Supplemental material, including third-party documents and/or documents created under difference contracts, may be provided to direct readers to related information that is not part of the DED criteria in the deliverable.

5. **Deliverable documents must include the following components:**

- I. Title Page – which includes project name, document title, unique document ID, revision number, and issuance date;
- II. Revision History – record of changes and who made the changes;
- III. Table of Contents – list of major sections in the document. (include table of figures if applicable);

- IV. Objective – the purpose of the document; and
- V. Scope – content as defined by the DED.
 - Deliverable documents will not be submitted without first being proofread by the Contractor to help ensure all spelling and grammar errors are fixed. The deliverable documents are to be complete and in a final draft before requesting review from the State.
 - Deliverable documents will be maintained throughout the life of this agreement. If a Change Request or defect causes a modification to the system, any deliverable pertaining to that functionality will be reviewed and updated appropriately. Updates will be made and follow the approval process as if the deliverable document was a newly submitted item.

Table 3: PMO Deliverables

As part of our commitment to the successful implementation of the Comprehensive Child Welfare Information System (CCWIS), it is imperative to highlight the critical role of Project Management Office (PMO) Deliverables within the scope of this RFP. These PMO Deliverables are not merely indicative milestones but are ingrained as essential contract deliverables, carrying significant weight in the overall project execution and management.

Contractual Significance of PMO Deliverables:

- **Defined as Contract Deliverables:** Each PMO Deliverable outlined in the following table constitutes a definitive part of the contractual agreement between the State and the selected vendor. These deliverables are integral to the project's lifecycle and are essential for fulfilling the contractual obligations.
- **Direct Association with Payment Milestones:** To reinforce the importance of these deliverables and ensure their timely completion, we have directly linked them with payment milestones. This means that the release of payments is contingent upon the satisfactory completion and validation of each listed PMO Deliverable. This approach aligns the vendor's financial incentives with the project's progress and successful delivery.
- **Clear Expectations and Accountability:** By explicitly associating PMO Deliverables with payment milestones, we set clear expectations regarding the project's timeline and quality standards. This measure also establishes a transparent and accountable process, ensuring that the vendor remains focused on delivering high-quality results within the stipulated timeframes.
- The deliverables identified in Table 3- PMO Deliverables are to be provided by the vendor to the PMO, for final approval by the PMO. This clarification is intended to establish clear vendor accountability and prevent any potential misunderstanding of the PMO's role.

Table 3: PMO Deliverables

Deliverable Title	Description
DDI Vendor Project Management Plan (VPMP)	This plan outlines the tasks managed and planned by the vendor. It defines the vendor's approach to project management activities and processes tailored to the vendor work, including schedule management, project communications, risk and issue management, change control, and subcontractor management.
Requirements Management Plan (RMP)	The RMP describes the procedures for identifying, documenting, and validating requirements, including eliciting requirements from stakeholders, prioritizing them, managing requirement tools, producing documentation such as specification documents, and managing changes to requirements after finalization.
Requirements Traceability Matrix (RTM)	The RTM maps each requirement to its corresponding system detailed design, test plans, test cases, and implementation/code artifacts. It includes validation procedures, organization by release or project phase, and documentation and storage in a shared project repository. The vendor will support project governance and accomplish requirements traceability and mapping in accordance with RFP 2.4.8
Systems Architecture Design Document (SADD)	The SADD provides a high-level logical and technical architecture overview, including specifications for software and infrastructure. It contains API documentation, boundary diagrams, and details on system supportability post-implementation.
System Functional Design Document (SFSD)	The SFSD details how each functional module within the system will operate and interact. It incorporates business rules, design standards, modularity, and a modular development process for scalable and efficient system architecture.

Data Model Document (DMD)	The DMD maps the data structure of the CCWIS solution, including a logical data model, physical data model, and a detailed data dictionary with metadata such as table names, index names, and storage details.
Data Conversion and Migration Plan (DCMP)	This plan outlines the strategy for migrating legacy data to the new CCWIS system. It addresses initial assumptions, business rules, dependencies, validation, error handling, cutover, rollback plans, data cleansing, progress reports, and bi-directional data exchanges.
Configuration Management Plan (CMP)	The CMP defines processes for configuring software and managing changes within the CCWIS solution, including version and configuration management, change management, security measures, and documentation requirements.
Test Management Plan (TMP)	The TMP outlines automated and regression testing methodologies for ongoing system reliability and performance, including comprehensive test suites for functionality and performance validation.
CCWIS Solution Training Plan	This plan details training courses, curriculum, materials, and documentation for various roles, including hands-on exercises, instructor guides, and participant materials.
Implementation Management Plan (IMP)	The IMP coordinates with internal and external stakeholders for project deadlines. It defines roles, responsibilities, and processes for stakeholders and outlines an implementation strategy for organizational risk minimization and data synchronization.
Go Live Checklist and System Acceptance Plan (SAP)	This deliverable includes a checklist of activities and artifacts needed for deployment and a SAP that documents the validation process for the CCWIS solution.
Operations and Maintenance Plan (O&M Plan)	The O&M Plan documents post-warranty support, ensuring operational consistency, user support, and anticipates changes in functionality and other aspects.
Knowledge Transfer Plan	This plan outlines objectives, relationship to other plans, schedule, approach, methods of knowledge transfer, resources, risks, curriculum, materials, communications, monitoring, metrics, evaluation criteria, and third-party vendor involvement.
Stakeholder Engagement and Communication Plan	This plan outlines strategies for engaging with and communicating to all stakeholders throughout the project. It includes identifying key stakeholders, methods of communication, frequency of updates, and mechanisms for collecting and incorporating stakeholder feedback.
System Integration Plan	Details the approach for integrating the CCWIS with existing systems and data sources. It should include technical specifications, protocols for data exchange, and strategies for ensuring data consistency and integrity across systems.
Data Governance and Quality Framework	Establishes guidelines and standards for data governance, including data quality, security, privacy, and compliance with relevant regulations. It should define roles and responsibilities for data management and outline processes for ongoing data quality assurance.
Security and Privacy Plan	A comprehensive document detailing the security measures, privacy protocols, and compliance with relevant standards (such as NIST, HIPAA, etc.). It should include risk assessments, mitigation strategies, and plans for regular security audits.
Disaster Recovery and Business Continuity Plan	This plan outlines procedures and systems in place for data backup, system recovery, and maintaining operations in the event of a disaster or system failure.
Quality Assurance and Testing Strategy	This includes detailed plans for all testing phases (unit, integration, system, user acceptance) with timelines, responsibilities, criteria for success, and how testing will be documented and reported.
Ongoing Support and Maintenance Agreement	Details the terms for ongoing technical support, system updates, and maintenance post-implementation, including service level agreements (SLAs), response times, and escalation procedures.
Data Migration Verification and Validation Report	A detailed report documenting the process of data migration, including validation and verification strategies to ensure data integrity and accuracy during the migration process.

3.0. GENERAL REQUIREMENTS:

3.1. **PRICING:** The State of Vermont is committed to implementing a Comprehensive Child Welfare Information System (CCWIS) that not only meets the needs of the child welfare system but also ensures cost-efficiency, transparency, and adaptability. This section outlines our expectations for pricing and the approach we seek from prospective vendors. We invite vendors to submit pricing proposals for the full CCWIS implementation and individual CCWIS modules. Additionally, we emphasize our preference for an Agile implementation approach that fosters collaboration, iterative development, and flexibility. Furthermore, vendors are encouraged to provide transparent pricing breakdowns, offer competitive rates, and demonstrate a

commitment to delivering high-value solutions that align with the state's vision. The following list details the specific requirements for pricing and implementation structure.

3.2. **FULL CCWIS IMPLEMENTATION:** The State of Vermont seeks vendors' proposals for the Comprehensive Child Welfare Information System (CCWIS) implementation. Vendors are required to submit a comprehensive pricing proposal for the entire CCWIS implementation.

3.3. **MODULE-SPECIFIC PRICING**

3.3.1 In addition to the full CCWIS implementation, vendors are also required to provide individual pricing for each module of the CCWIS system, including but not limited to Case Management, Courts Integration, Placement, Eligibility, Service Referral, Resource Management, Reporting and Appeals.

3.3.2 Vendors must provide a detailed pricing breakdown for each module. The breakdown should align with the functional requirements outlined in this RFP. This will allow for a clear understanding of the cost associated with each SOV CCWIS module.

3.3.3 **Statement of Rights:** The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Failure of the bidder to respond to a request for additional information or clarification could result in the rejection of that bidder's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

3.3.4 **Best and Final Offer (BAFO).** At any time after the submission of Responses and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a BAFO. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.

3.3.5 **Presentation.** The State may require an in-person or webinar presentation by the Bidder if it will help the State's evaluation process. The State will factor information presented during presentations into the evaluation. Bidders will be responsible for all costs associated with providing the presentation.

3.4. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENTS:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), bidders must comply with the following provisions and requirements:

3.4.1 **Self-Reporting:** For bid amounts exceeding \$250,000.00, Bidder shall complete the appropriate section in the Certificate of Compliance (included in Exhibit A) for purposes of self-reporting information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State requires information on any violations that occurred in the previous 12 months.

3.4.2 **Subcontractor Reporting:** For bid amounts exceeding \$250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54). This requirement does not apply to subcontractors providing supplies only and no labor to the overall contract or project. This list MUST be updated and provided to the State as additional subcontractors are hired. A sample form is available online at <http://bgs.vermont.gov/purchasing-contracting/forms>. **The subcontractor reporting form is not required to be submitted with the bid response.**

3.5. **EXECUTIVE ORDER 05-16: CLIMATE CHANGE CONSIDERATIONS IN STATE PROCUREMENTS:**

Forbid amounts exceeding \$25,000.00, Bidders are requested to complete the Climate Change Considerations in State Procurements Certification, which is included in the Certificate of Compliance (see Exhibit A).

After consideration of all relevant factors, a bidder that demonstrates business practices that promote clean energy and address climate change, as identified in the Certification, shall be given favorable consideration in the competitive bidding process. Such favorable consideration shall be consistent with and not supersede any preference given to resident bidders of the State and/or products raised or manufactured in the State, as explained in the Method of Award section. However, such favorable consideration shall not be employed if prohibited by law or other relevant authority or agreement.

3.6. **METHOD OF AWARD:** Awards will be made in the best interest of the State. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given first to resident bidders of the state and/or to products raised or manufactured in the state, and then to bidders who have practices that promote clean energy and address climate change, as identified in the applicable Certificate of Compliance (see Exhibit A).

3.6.1 **Evaluation Criteria:** Consideration shall be given to the Bidder’s project approach and methodology, qualifications and experience, ability to provide the services within the defined timeline, cost, and/or success in completing similar projects, as applicable, and to the extent specified in **Table 4** below.

Table 4: Vendor Evaluation criteria

Criteria	Description/Detail	Scoring Criteria	Evaluator Score	Refer to BRF Section	Weight
Company Background and Experience, Reference Versatility & Scale, Vendor Expertise & Qualifications (5)					10%
Years in Business	Number of years the company has been operational.	1: 0-5 years 2: 6-10 years 3: 11-15 years 4: 16-20 years 5: 20+ years		Ties to Part 1	
Relevant Experience	Prior experience with CCWIS implementations or similar child welfare projects.	1: No relevant experience 2: 1 project 3: 2-3 projects 4: 4-5 projects 5: 6+ projects		Ties to Part 1	
Reference Checks	Evaluate the satisfaction levels of past clients to determine the company's reliability and quality of work.	1: Very Negative 2: Somewhat Negative 3: Neutral 4: Positive 5: Highly Positive		Ties to Part 1	
CCWIS Related References	Consideration of references from similar size/scale/complexity projects in adjacent industries.	1: No related references 2: Few related references 3: Some related references 4: Many related references 5: Vast, directly related references		Ties to Part 1	
Team Qualifications & Expertise	Review the qualifications and industry knowledge of the vendor's team to ensure they are capable of delivering a high-quality system.	1: Low expertise/qualifications 2: Basic expertise/qualifications 3: Moderate expertise/qualifications 4: High expertise/qualifications 5: Expert-level qualifications		Ties to Part 1	
Solution Capability, Technical Architecture, Platform Extensibility & Customization (7)					25%
CCWIS Compliance	Check if the company's system meets all the required regulations for child welfare information systems.	1: Not Compliant 2: Somewhat Compliant 3: Moderately Compliant 4: Compliant 5: Fully Compliant		Ties to Part 2	
Solution Architecture	Assess the system's foundation for handling growth, preventing downtime, and recovering from disruptions.	1: Poor Architecture 2: Below Average 3: Average 4: Above Average 5: Excellent Architecture		Ties to Part 4	

Integration Capability with Existing Systems and Software	Determine how well the system can connect and work with other software systems you may use. Assess the ease with which the new system will work alongside your existing software solutions.	1: Cannot Integrate 2: Limited Integration 3: Moderate Integration 4: High Integration 5: Seamless Integration		Ties to Part 2 and Part 4	
Security Protocols	Ensure the company's system protects sensitive data against unauthorized access and cyber threats.	1: Non-compliant 2: Minimum Standards 3: Industry Average 4: Above Average 5: State of the Art		Ties to part 4	
Configuration-Driven Customization	Consider how easily the system can be tailored to your needs without creating future complications or costs.	1: High code customization 2: Moderate code customization 3: Equal balance 4: Mostly low code customization 5: Entirely low code/no code		Ties to Part 3 and Part 4	
Pre-Built Functionality Modifiability	Assess whether staff can change the system's existing features without extensive technical support.	1: Not modifiable 2: Somewhat modifiable 3: Moderately modifiable 4: Easily modifiable 5: Highly easily modifiable by internal staff		Ties to Part 3 and Part 4	
Product Updates Roadmap	Frequency of product updates and their alignment with the organization's business needs. Ensure vendor's roadmap for new features and updates minimizes the need for significant rework and aligns strategically with business goals.	1: Rare updates with high impact 2: Infrequent updates with moderate impact 3: Regular updates with some impact 4: Frequent updates with minimal impact 5: Continuous updates with no negative impact		Ties to Part 2 and Part 3 and Part 4	
Functionality and User Experience (5)					25%
Core Features	Make sure the system includes all the essential functions necessary for child welfare management.	1: <50% Features 2: 50-69% Features 3: 70-84% Features 4: 85-94% Features 5: 95%+ Features		Ties to Part 3	
Core Features	How well does the system meet our core functionalities through configuration rather than customization?	1: Fully by Configuration 2: Mostly by Configuration 3: Equal Configuration and Customization 4: Mostly by Customization 5: Fully by Customization		Ties to Part 3	
User-Friendly Interface	To what degree is the system's user interface intuitive, user-centric, and designed to minimize the number of clicks to accomplish tasks?	1: Highly Intuitive and Efficient 2: Moderate Intuitiveness and Efficiency 3: Basic Intuitiveness with Room for Improvement 4: Non-Intuitive and Click-Intensive		Ties to Part 2, Item 2 (Product exemplifying user-centered design).	
User Interface Configurability	How configurable is the system's user interface in terms of adapting to individual user preferences and needs?	1: Highly Configurable UI 2: Configurable with Some Flexibility 3: Moderately Configurable UI 4: Limited Configuration Options 5: Non-Configurable UI		Ties to Part 3	
Mobile Capabilities	Consider the system's usability on mobile devices in the field, including robust offline capabilities to allow data entry and access without internet connectivity.	1: Non-Functional 2: Basic Functionality 3: Moderate Functionality 4: High Functionality 5: Full Mobile Suite		Ties to Part 3 and Part 4	
Implementation and Support (4)					20%
Implementation Plan	Evaluate the thoroughness of the proposed implementation plan and the extent to which it ensures full stakeholder involvement throughout the software development process, allowing for ongoing feedback and iterations.	1: Comprehensive Plan with Full Stakeholder Engagement 2: Detailed Plan with High Stakeholder Involvement 3: Adequate Plan with Moderate Stakeholder Participation 4: Basic Plan with Limited Stakeholder Involvement		Ties to Part 5	

		5: Minimal Plan with Inadequate Stakeholder Engagement			
Training	Ensure that the company provides comprehensive training for your staff to use the new system.	1: No Training 2: Basic Training 3: Comprehensive Training 4: Customized Training 5: Continuous Learning Support			Ties to Part 5
Data Migration & Transformation	Evaluate the company's plan for moving existing data into the new system effectively.	1: No Plan 2: Basic Plan 3: Detailed Plan 4: Execution Strategy Included 5: Proven Track Record			Ties to Part 2 and part 4
Ongoing Support	Check the availability and responsiveness of the company's support team after the system is in place.	1: Limited Support 2: Below Average 3: Average 4: 24/7 Support 5: Dedicated Team Support			Ties to Part 7
Cost Structure (5)					20%
Licensing Fees	Consider the cost of obtaining the rights to use the software.	1: Very Expensive 2: Above Average Cost 3: Average Cost 4: Below Average Cost 5: Highly Cost-Efficient			Ties to Part 7
Implementation Costs	Cost associated with deployment, including all forms of customization. Ensure to factor in customization-related costs for a more accurate representation of total implementation costs.	1: Very Expensive 2: Above Average Cost 3: Average Cost 4: Below Average Cost 5: Highly Cost-Efficient			Ties to Part 7
Annual Maintenance	Review the ongoing costs for maintaining the system each year.	1: Very Expensive 2: Above Average Cost 3: Average Cost 4: Below Average Cost 5: Highly Cost-Efficient			Ties to Part 7
Training Fees	Look at the costs for training your personnel on how to use the system.	1: Very Expensive 2: Above Average Cost 3: Average Cost 4: Below Average Cost 5: Highly Cost-Efficient			Ties to Part 7
Additional/Hidden Costs	Watch out for any extra costs that might not be immediately apparent.	1: Many Hidden Costs 2: Some Hidden Costs 3: Few Hidden Costs 4: Very Few Hidden Costs 5: Transparent with No Hidden Costs			Ties to Part 7

3.6.2 The State of Vermont recognizes the need for a clear and structured evaluation process. Hence, the RFP has been updated to separate the evaluation of technical proposals from cost proposals. This separation ensures a focused assessment of the system's features, capabilities, and compliance with technical requirements, independent of the financial aspects.

1. Demonstration Phase

To facilitate a thorough understanding and assessment of the proposed solutions, the RFP will now include a dedicated demonstration phase. This phase is designed to allow selected users, including programmatic and technical staff, to interact with the final proposed solutions on a limited basis. The aim is to:

- Experience firsthand the configurability and customization of the product.
- Assess the practical functionality and workflow integration.
- Evaluate the product's potential to fulfill the State's specific needs.
- This demonstration phase will be limited to the last 2 or 3 bidders that show the most promise based on their technical and cost proposals. The State will provide a controlled environment where the practicality of each product can be tested. This hands-on approach

will enable Vermont to make a well-informed decision, ensuring that the chosen solution aligns with our operational requirements and practice needs.

CONTRACT NEGOTIATION: Upon completion of the evaluation process, the State may select one or more bidders with which to negotiate a contract based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State. In the event the State is not successful in negotiating a contract with a selected bidder, the State reserves the option of negotiating with another bidder or ending the proposal process entirely.

3.7. **COST OF PREPARATION:** Bidder shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made.

3.8. **CONTRACT TERMS:** The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form and Attachment C, as attached to this RFP for reference. If IT Attachment D is included in this RFP, terms may be modified based upon the solution proposed by the Bidder, subject to approval by the Agency of Digital Services.

3.8.1 **Business Registration.** To be awarded a contract by the State of Vermont, a bidder (except an individual doing business in his/her own name) must be registered with the Vermont Secretary of State's office <https://sos.vermont.gov/corporations/registration/> and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/>.

3.8.2 The contract will obligate the bidder to provide the services and/or products identified in its bid at the prices listed.

3.8.3 **Payment Terms.** Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

3.8.4 **Quality.** If applicable, all products provided under a contract with the State will be new and unused unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing agency. All products provided by the contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the State.

3.8.5 **Retainage.** At the discretion of the State, a pre-determined percentage of the total amount payable for milestones specified in Attachment B of the resulting contract, will be withheld from invoice payments until satisfactory completion and written State final acceptance of milestones in accordance with the terms and conditions of the contract. The State will notify the contractor of final acceptance, and at that time, contractor may provide the State with a separate invoice for the total retainage withheld.

3.9. **DEMONSTRATION:** An in-person or webinar demonstration by the Bidder may be required by the State if it will help the State's evaluation process. The State will factor information presented during demonstrations into the evaluation. Bidder will be responsible for all costs associated with the providing the demonstration.

3.10. **INDEPENDENT REVIEW:** Certain State information technology projects require independent expert review as described under 3 V.S.A. § 3303(d). Such review, if applicable, will inform the State's decision to award any contract(s) resulting from this RFP.

4. **CONTENT AND FORMAT OF RESPONSES:** The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this RFP.

4.1. The bid letter should include a Cover Letter and Technical Response and Price Schedule.

4.2. **COVER LETTER:**

4.2.1 Confidentiality. To the extent your bid contains information you consider to be proprietary and confidential, you must comply with the following requirements concerning the contents of your cover letter and the submission of a redacted copy of your bid (or affected portions thereof).

4.2.2 All responses to this RFP will become part of the contract file and will become a matter of public record under the State's Public Records Act, 1 V.S.A. § 315 et seq. (the "Public Records Act"). If your response must include material that you consider to be proprietary and confidential under the Public Records Act, your cover letter must clearly identify each page or section of your response that you consider proprietary and confidential. Your cover letter must also include a written explanation **for each marked section** explaining why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c), including the prospective harm to the competitive position of the bidder if the identified material were to be released. Additionally, you must include a redacted copy of your response for portions that are considered proprietary and confidential. Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire pages, or to redact the titles/captions of tables and figures. Under no circumstances may your entire response be marked confidential, and the State reserves the right to disqualify responses so marked.

4.2.3 Exceptions to Contract Terms and Conditions. If a Bidder wishes to propose an exception to any terms and conditions set forth in the Standard Contract Form and its attachments, such exceptions must be included in the cover letter to the RFP response. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State. Note that exceptions to contract terms may cause rejection of the proposal.

4.3 **TECHNICAL RESPONSE.** In response to this RFP, a Bidder shall:

4.3.1 Provide details concerning your form of business organization, company size and resources.

4.3.2 Describe your capabilities and particular experience relevant to the RFP requirements.

4.3.2.1 Identify all current or past State projects.

4.3.3 Identify the names of all subcontractors you intend to use, the portions of the work the subcontractors will perform, and address the background and experience of the subcontractor(s), as per RFP section 4.3.2 above.

4.4 **REFERENCES.** Provide a list of three references similar in size and industry (preferably another governmental entity). References shall be clients who have implemented your Solution within the past 48 months.

4.5 **REPORTING REQUIREMENTS:** Provide a sample of any reporting documentation that may be applicable to the Detailed Requirements of this RFP.

4.6 **PRICE SCHEDULE:** Bidders shall submit their pricing information in the Price Schedule attached to the RFP.

4.7 **CERTIFICATE OF COMPLIANCE:** This form must be completed and submitted as part of the response for the proposal to be considered valid (see Exhibit A).

4.8 **State of Vermont Bidder Response Form Exhibit A:** This form must be completed and submitted as part of the response for the proposal to be considered valid. The State of Vermont Bidder Response Form provides a standard format and content for bidder proposals. When required, this form will prompt Bidders to supply the information required in the above RFP sections 4.3 through 4.7. Note: In addition to completing the State of Vermont Bidder Response Form, Bidders are required to provide the specific attachments that are described within the Bidder Response Form.

5.0 SUBMISSION INSTRUCTIONS:

5.1 **CLOSING DATE:** Bids must be received by the State by the due date specified on the front page of this RFP. Late bids will not be considered.

- 5.1.1 The State may, for cause, issue an addendum to change the date and/or time when bids are due. If a change is made, the State will inform all bidders by posting at the webpage indicated on the front page of this RFP.
- 5.1.2 There will not be a public bid opening. However, the State will record the name, city and state for any and all bids received by the due date. This information will be posted as promptly as possible following the due date online at: <https://bgs.vermont.gov/content/opc-bid-tabulation-sheets-0> . Bidders are hereby notified to review the information posted after the bid opening deadline to confirm receipt of bid by the State. Any bidder that submitted a bid, and is not listed on the bid tabulation sheet, shall promptly notify the State Contact listed on the front page of this RFP. Should a bidder fail to notify the State Contact listed on the front page of this RFP within two weeks of posting the bid tabulation sheet, the State shall not be required to consider the bid.

5.2 BID DELIVERY INSTRUCTIONS:

5.2.1 ELECTRONIC: Only electronic bids will be accepted.

5.2.1.1 E-MAIL BIDS. Only emailed bids will be accepted. Bids will be accepted via email submission to SOV.ThePathForward@vermont.gov. Bids must consist of a single email with a single, digitally searchable PDF attachment containing all components of the bid. Multiple emails and/or multiple attachments will not be accepted. There is an attachment size limit of 40 MB. It is the Bidder's responsibility to compress the PDF file containing its bid if necessary, in order to meet this size limitation.

6.0 BID SUBMISSION CHECKLIST:

- ✓ Cover Letter
- ✓ Redacted Technical Response, if applicable
- ✓ Exhibit A: VT CCWIS Bidder Response Form (BRF)
 - Subcontractor Reporting Form (included in Bidder Response Form)
 - Technical Responses (included in Bidder Response Form)
 - References (included in Bidder Response Form)
 - Price Schedule (included in Bidder Response Form)
 - Certificate of Compliance (included in Bidder Response Form)
- ✓ Exhibit B: VT CCWIS Functional Requirements
- ✓ Exhibit C: VT CCWIS Non-Functional Requirements
- ✓ Exhibit D: VT CCWIS Salesforce Platform (If proposing a Salesforce solution)
- ✓ A Financial Statement (and a confidentiality statement if, the financial information is considered non-public) labeled Attachment #1.
- ✓ A Road Map labeled Attachment #2.
- ✓ Executive PowerPoint labeled Attachment #3.
- ✓ A proposed list of project phases, tasks and an implementation time-line labeled Attachment #4.
- ✓ Proposed DDI Bidder's Organization Chart labeled Attachment #5.
- ✓ An Implementation plan labeled Attachment #6.
- ✓ Proposed M&O Bidder's Organization Chart labeled Attachment #7.
- ✓ Your Service Level Agreement (SLA) labeled Attachment #8.

7.0 RFP ATTACHMENTS:

7.1. Exhibit A: VT CCWIS Bidder Response Form (BRF)

7.2. Exhibit B: VT CCWIS Functional Requirements

7.3. Exhibit C: VT CCWIS Non-Functional Requirements

7.4. Exhibit D: VT CCWIS Salesforce Platform (Optional)

- If your proposed solution involves using Salesforce, please complete Exhibit D. This exhibit is designed explicitly for vendors utilizing Salesforce Solution, allowing us to better understand how your Salesforce-based solution aligns with our requirements.

7.5. Appendices: VT CCWIS Appendix A-C

7.5.1. Appendix A: VT CCWIS E2E Workflows

7.5.2. Appendix B: VT CCWIS Glossary for CCWIS RFP

7.5.3. Appendix C: Standard State Contract Template with Attachments

Note: Before delving into the process flow review, we highly recommend referring to the accompanying BPMN 2.0 Glossary below. This glossary will aid in understanding the BPMN 2.0 Semantics used throughout our documentation. Each semantic symbol and notation in the process flow is defined in this glossary, facilitating a clear and comprehensive understanding of the workflow logic. Please consult the glossary to grasp the full context and intricacies of the process flow.

BPMN 2.0 Glossary

1. **Events:** A BPMN event is something that happens during a business process and starts, ends, delays, or interrupts the flow.

- **Start Event (Circle)**



Description: Represents where a particular process will start.

- **End Event (Bold Circle)**



Description: Represents where a process will end.

- **Intermediate Event (Double Circle)**



Description: Represents something that happens between the start and end events.

2. **Activities:** Actions that are performed within the business process.

- **Task (Rounded Rectangle)**



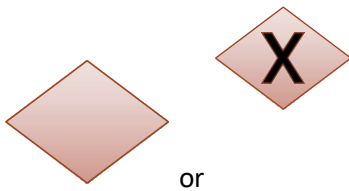
Description: Represents a single unit of work.

- **Sub-Process (Rounded Rectangle with a small plus)**



Description: Represents a sequence of more detailed process steps. In our Flows, the process also represents Epics. These Epics are included in the Functional Requirements Worksheet, where more details are provided for each Epic and their requirements.

3. Gateways: Decision points that help control a process's flow.



- **Exclusive Gateway (Diamond)**

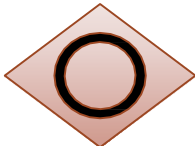
Description: Represents a branching point where only one path can be taken out of multiple available paths.

- **Parallel Gateway (Diamond with a cross)**



Description: Represents a point where multiple paths are taken simultaneously.

- **Inclusive Gateway (Diamond with a circle)**



Description: Represents a branching point where multiple paths can be taken based on certain conditions.

4. Connecting Objects: They guide the flow of the process.

- **Sequence Flow (Arrow)**



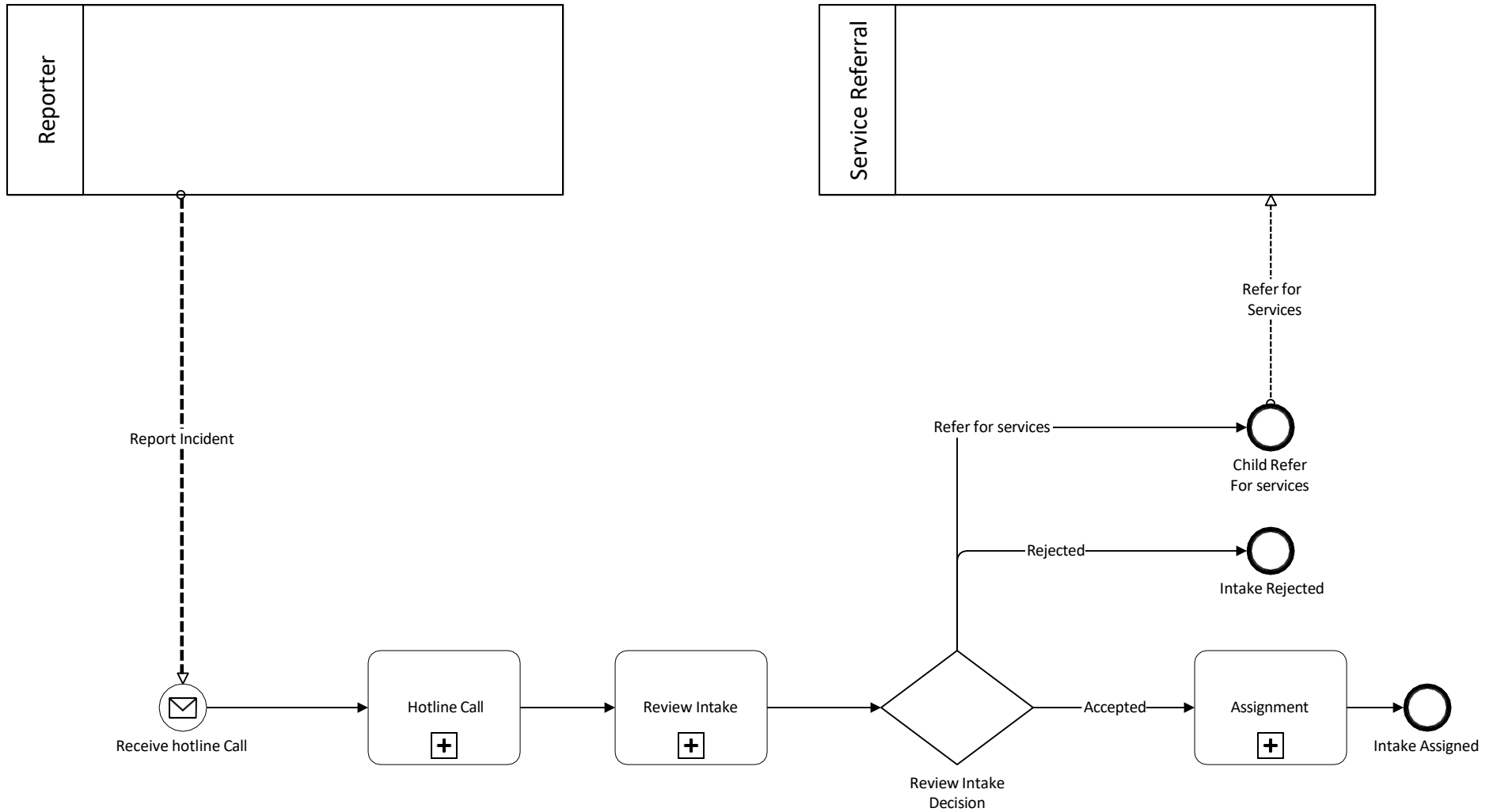
Description: Represents the order in which activities will be performed.

- **Message Flow (Dashed Arrow with a circle at the start)**

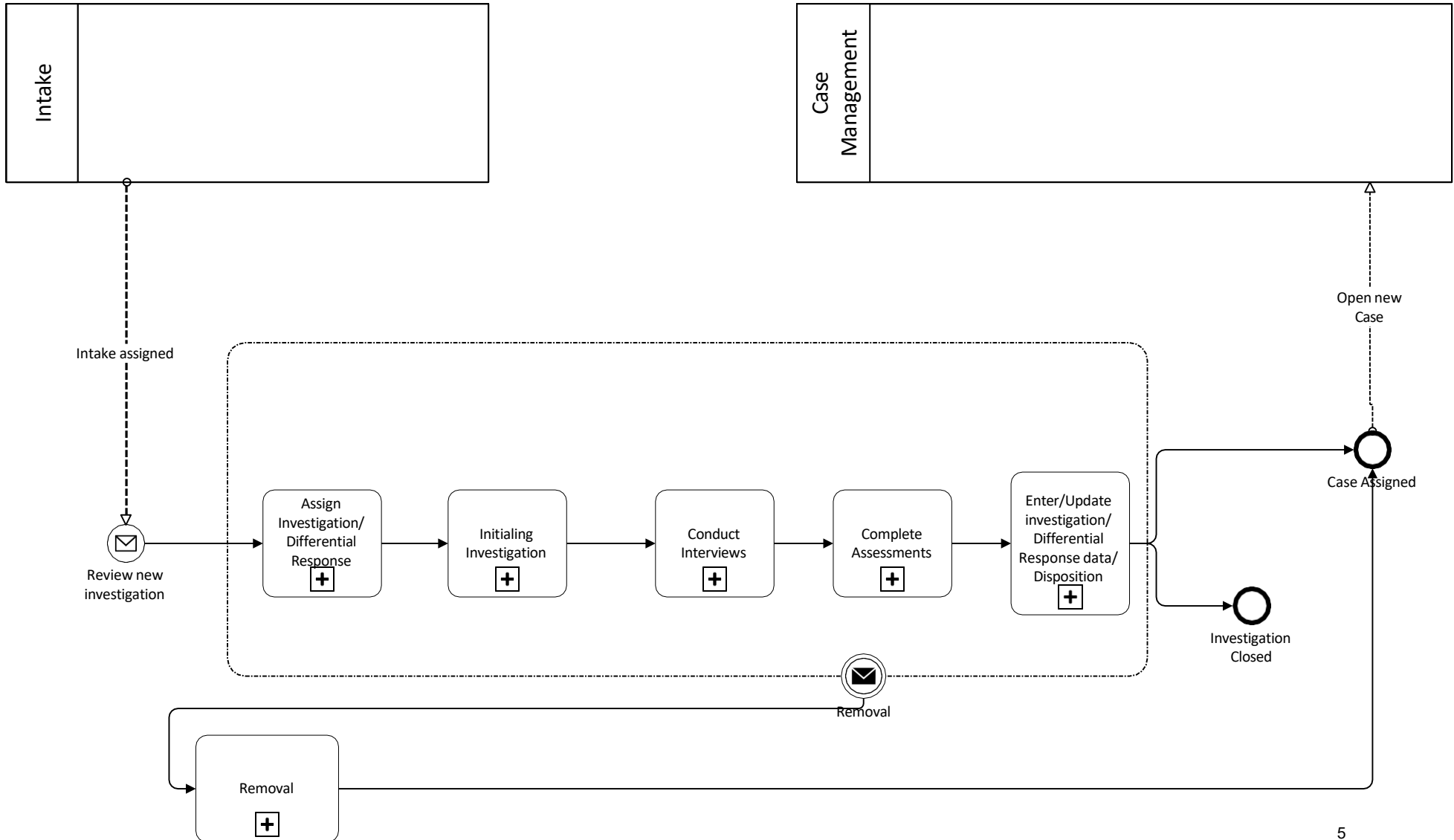


Description: Represents communication between two participants in different Pools/Processes

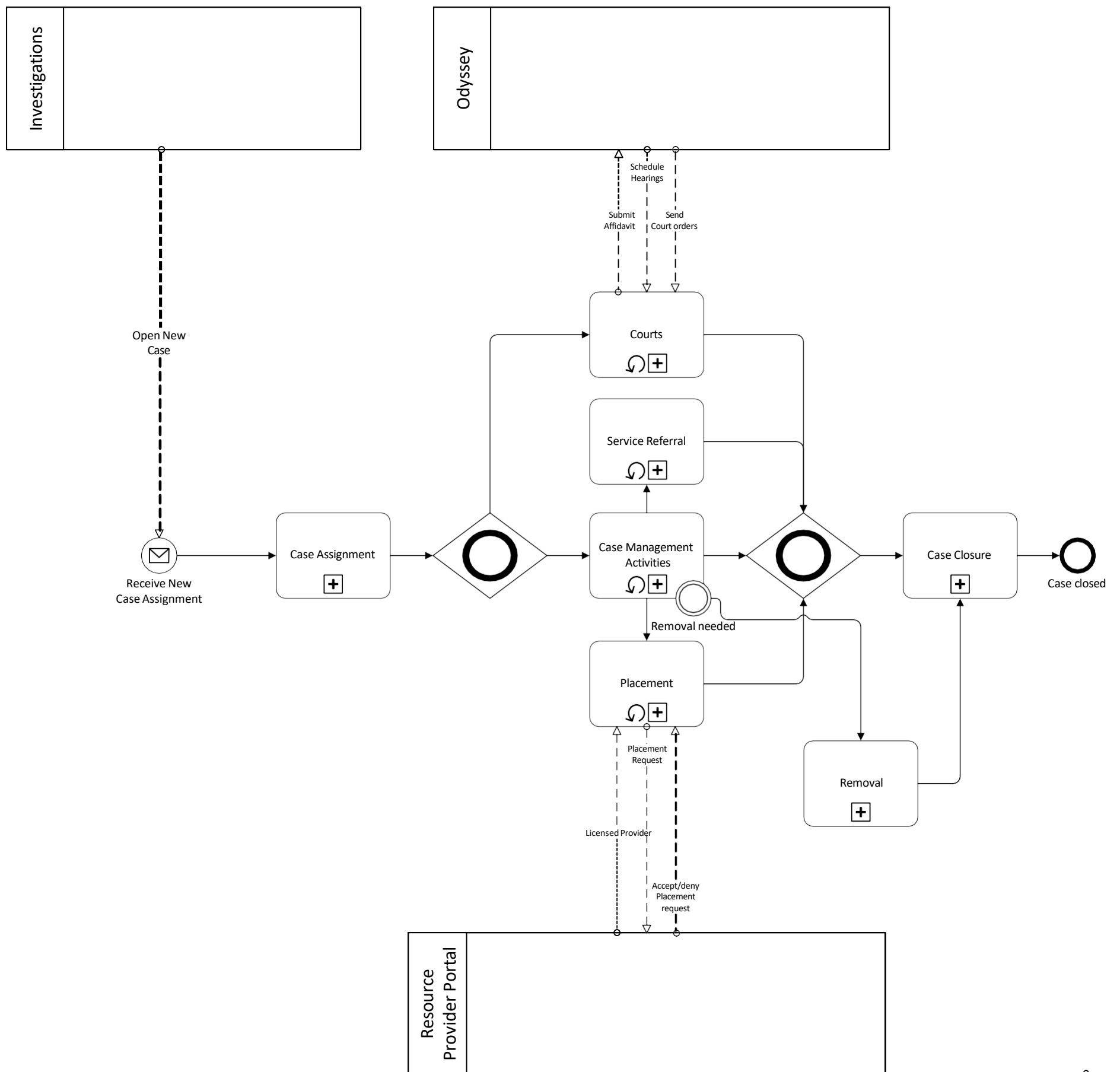
Intake End to End



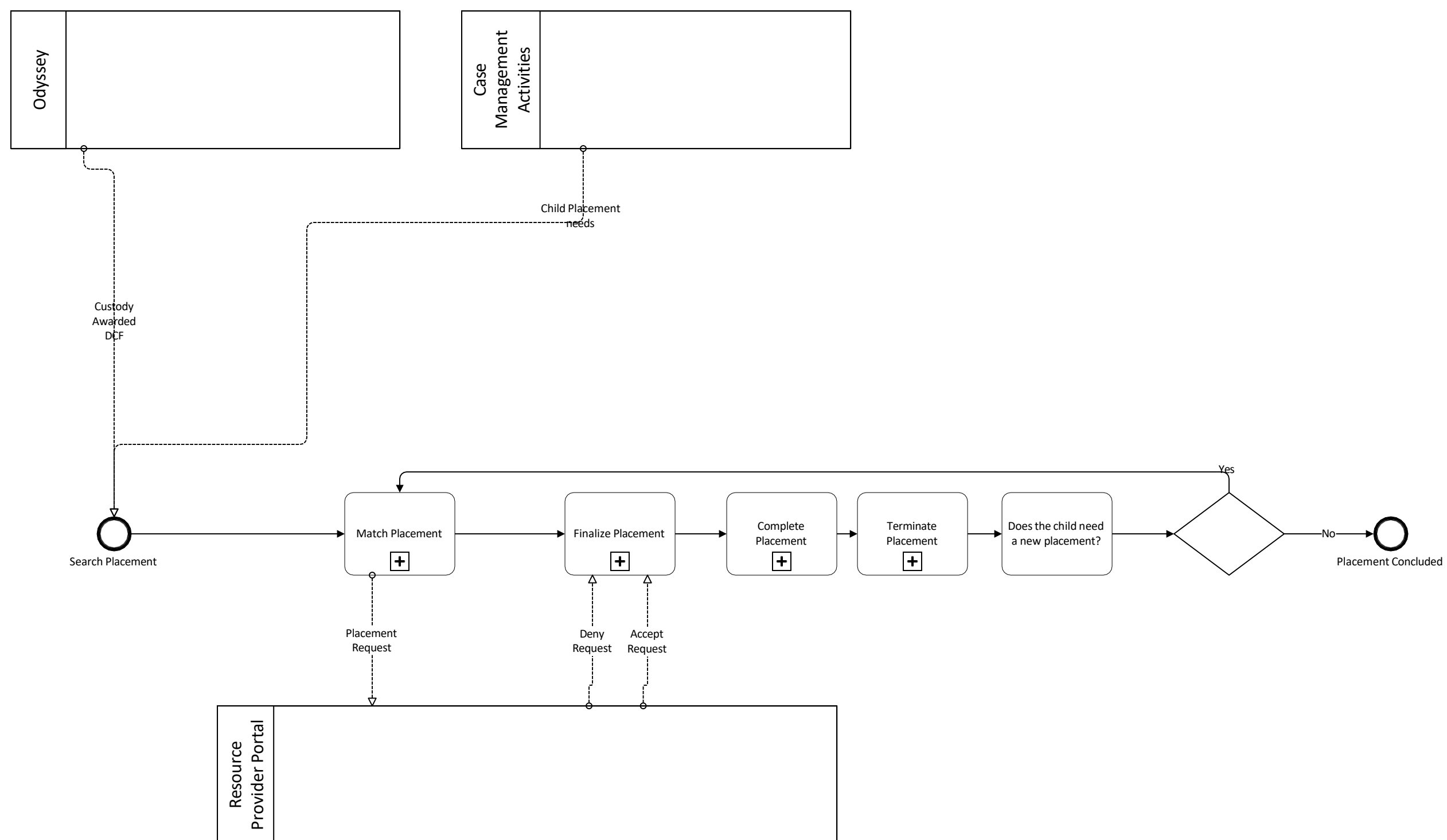
Investigation End to End



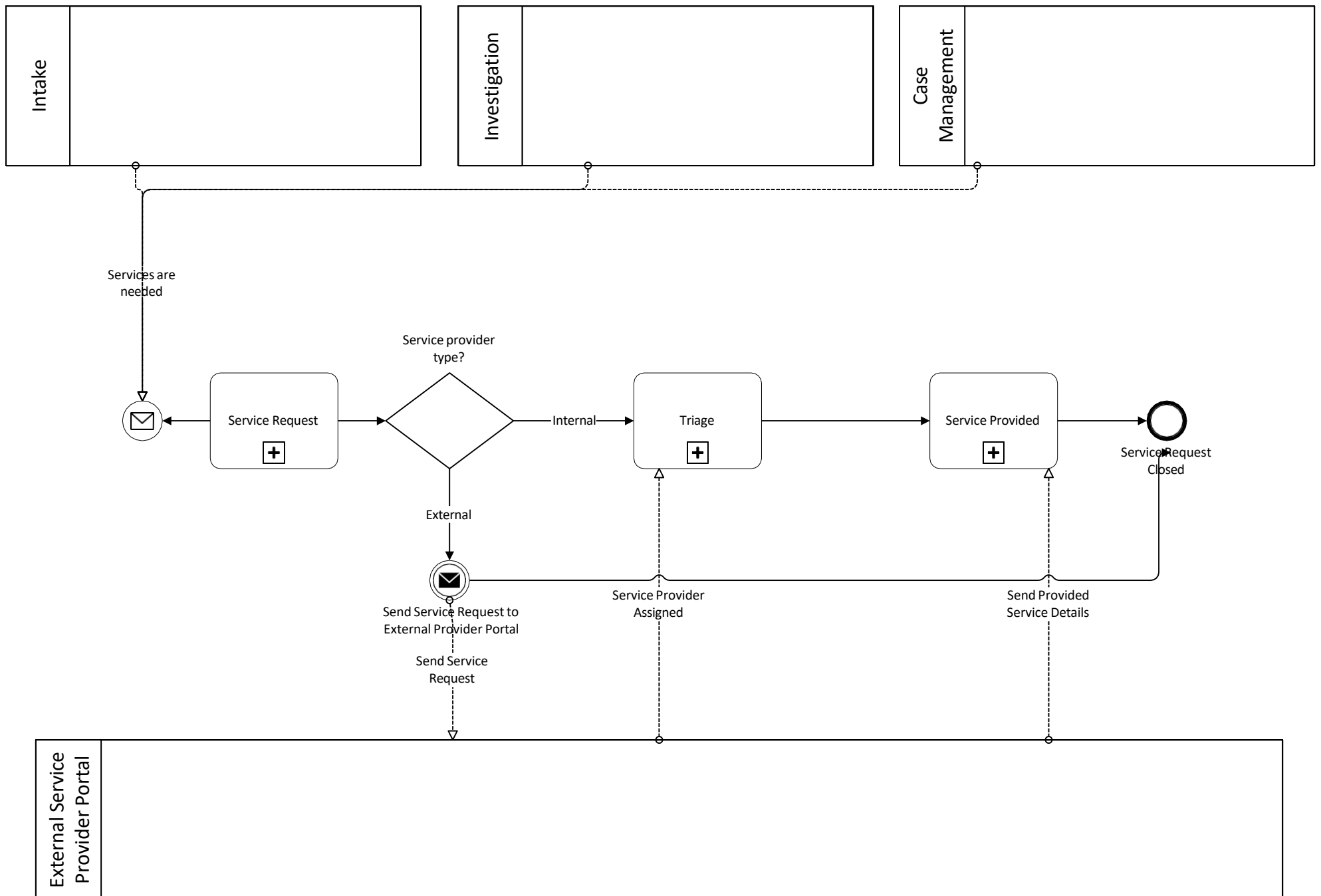
Case Management End to End



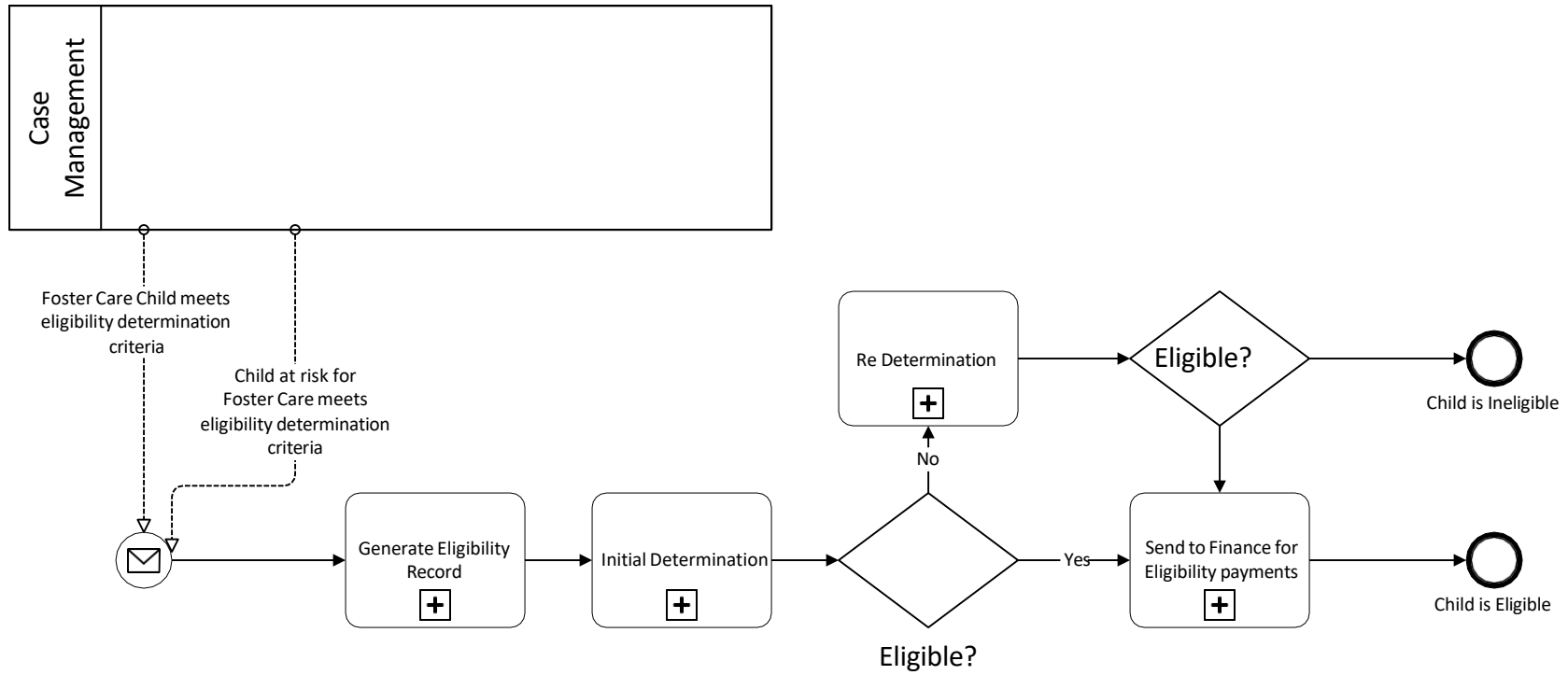
Placement End to End



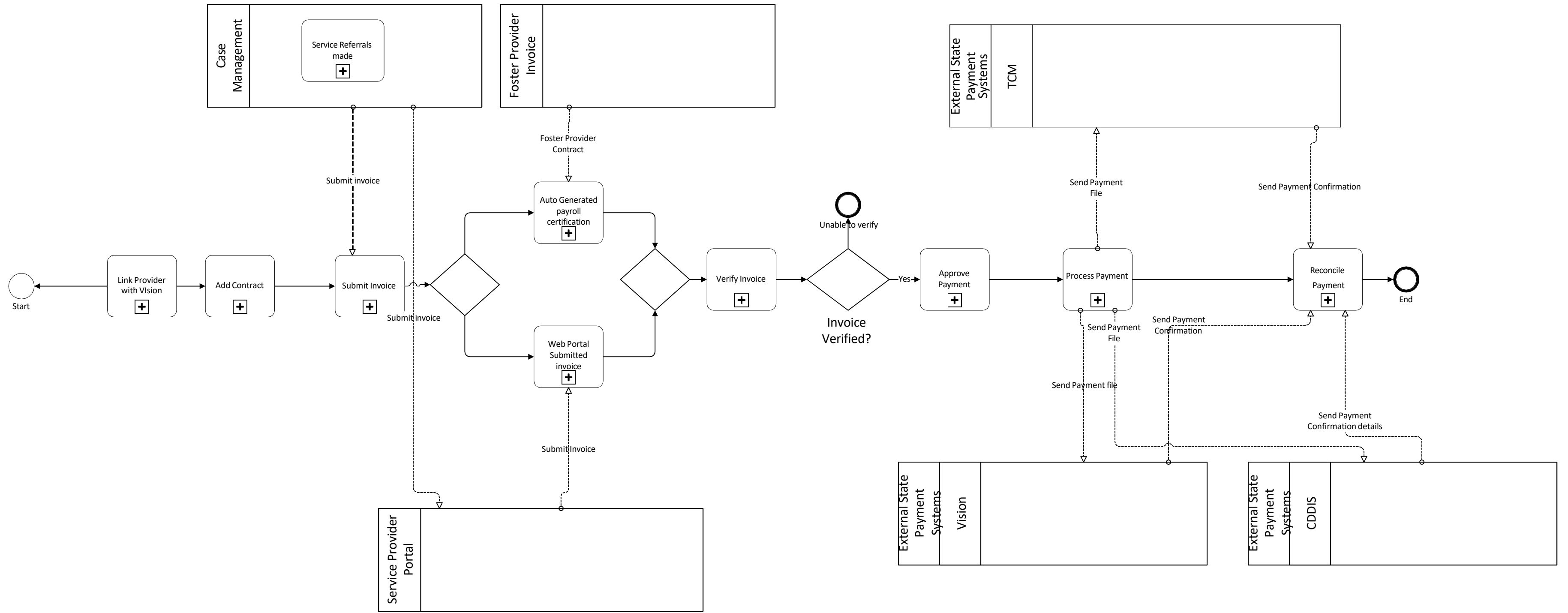
Service Referral End to End



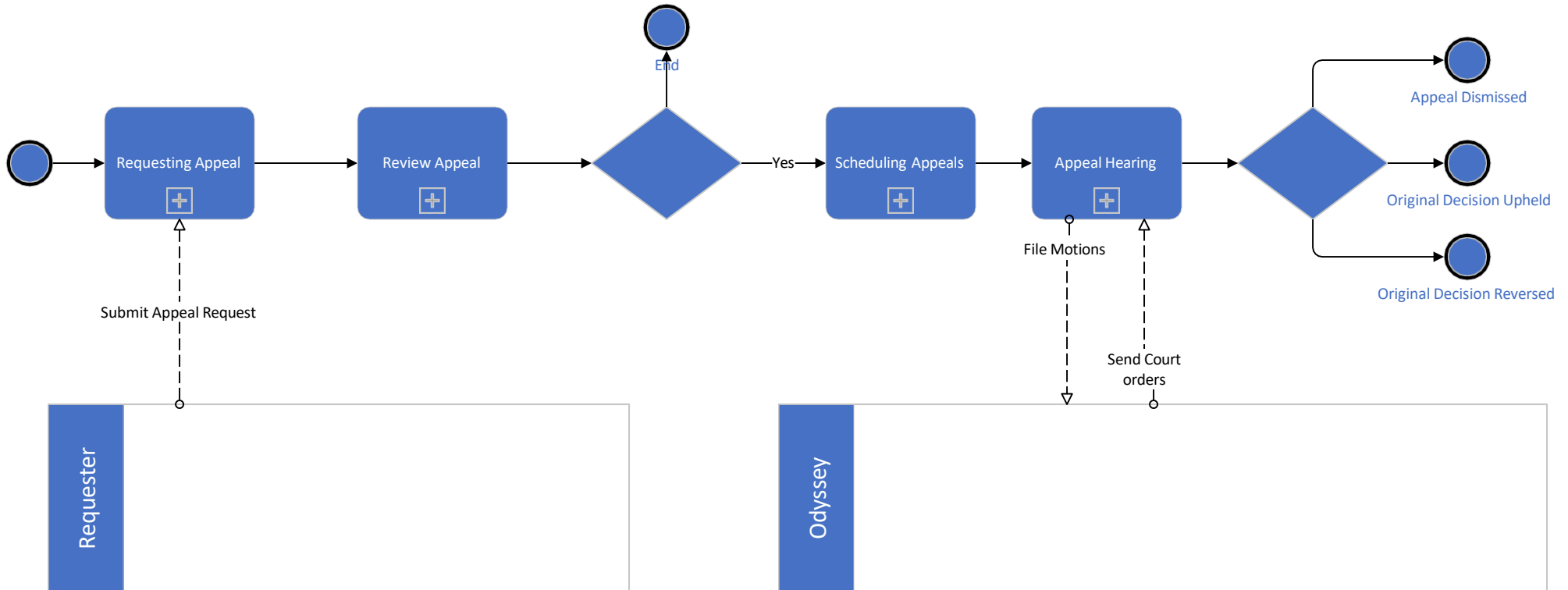
Eligibility End to End



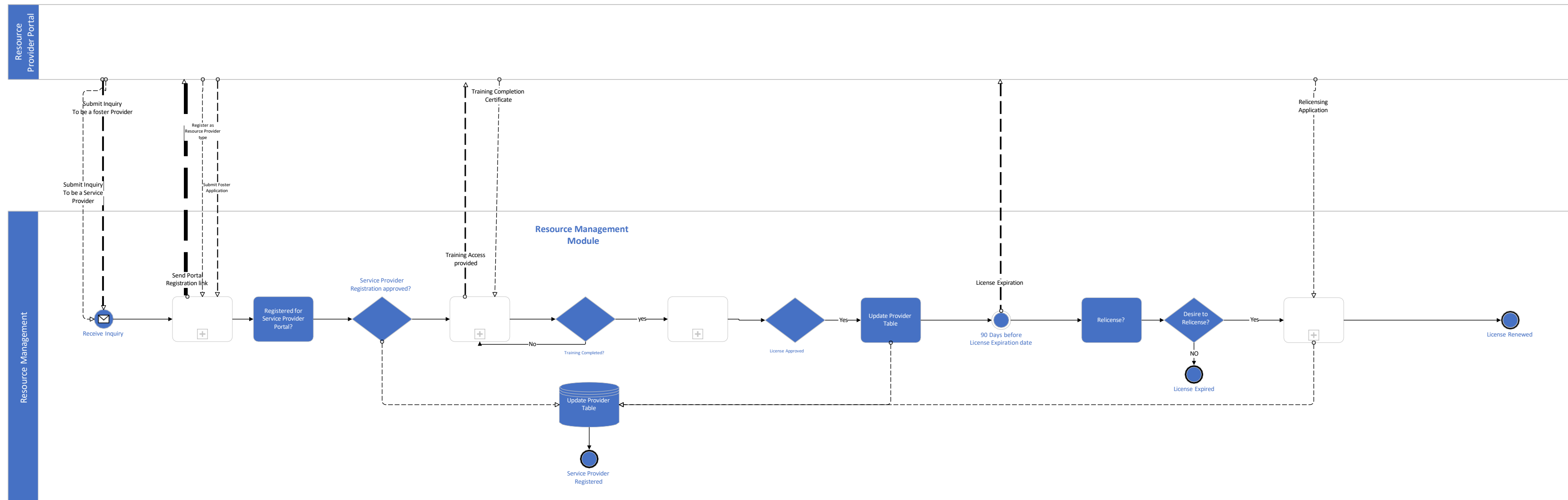
Finance End to End



Appeal End to End



Resource Management End to End



Acronym/ Term	Name	Description
ADS	Agency of Digital Services	The State of Vermont's agency of information technology professionals providing services and resources to partners in state government, ultimately for the benefit of the residents, businesses and visitors of the State of Vermont.
AFCARS	Adoption and Foster Care Analysis and Reporting System	The Department of Health and Human Services (HHS), Administration for Children and Families (ACF), Children's Bureau (CB) is responsible for the implementation and management of the Adoption and Foster Care Analysis and Reporting System (AFCARS). State and Tribal title IV-E agencies are required to report AFCARS case-level information on all children in foster care and children who have been adopted with title IV-E agency involvement (per §479 of the Social Security Act). The regulations were updated via the final rule published in May 2020.
AHS	Agency of Human Services	The Agency of Human Services (AHS) was created by the Vermont Legislature in 1969 to serve as the umbrella organization for all human service activities within state government. AHS consists of 6 different departments across 12 district offices and a central office. The six departments are: DAIL, DCF, DOC, DMH, DVHA, and VDH.
AOE	Agency of Education	The Agency of Education implements state and federal laws, policies, and regulations to ensure all Vermont learners have equitable access to high-quality learning opportunities.
ACCESS	ACCESS	ACCESS is the Economic Services Division data system. The Office of Child Support also utilizes ACCESS to administer OCS programs.
Case Carrying Staff	Case Carrying Staff	Any staff person who is assigned a case for service provision and monitoring.
CCWIS	Comprehensive Child Welfare Information System	A Comprehensive Child Welfare Information System (CCWIS) is a case management information system that state and tribal title IV-E agencies may develop to support their child welfare program needs. If a title IV-E agency elects to build a CCWIS, the federal government will provide a more favorable reimbursement than is provided for non-CCWIS systems as long as the system meets federal requirements and is designed to support social workers' needs to organize and record quality case information about the children and families receiving child welfare services.
CDD	Child Development Division	CDD works with partners to provide Vermonters with affordable access to high-quality child care and child development services.

CDDIS	Child Development Division Information System	Child Development Division Information System (CDDIS) is a modular case management system within the salesforce platform used by the Child Development Division (CDD) and their partners to manage core business.
CFSR	Child and Family Services Review	The Children's Bureau conducts the CFSRs, which are periodic reviews of state child welfare systems.
Chapter 49 Assessment (CA)		In accordance with Vermont Child Abuse and Neglect statute, Chapter 49 Assessment means a response to a report of child abuse or neglect that focuses on the identification of the strengths and support needs of the child and the family and any services they may require to improve or restore their well-being and to reduce the risk of future harm. The child and family assessment does not result in a formal determination as to whether the reported abuse or neglect has occurred.
Chapter 49 Investigation (CI)		In accordance with Vermont Child Abuse and Neglect statute, Chapter 49 Investigation means a response to a report of child abuse or neglect that begins with the systematic gathering of information to determine whether the abuse or neglect has occurred and, if so, the appropriate response. An investigation shall result in a formal determination as to whether the reported abuse or neglect has occurred.
CHINS	Child in Need of Supervision	In accordance with Vermont statute, Chapter 51, Child in need of care or supervision (CHINS), means a child who: (A) Has been abandoned or abused by the child's parent, guardian, or custodian. <u>or</u> (B) Is without proper parental care or subsistence, education, medical, or other care necessary for his or her well-being. <u>or</u> (C) Is without or beyond the control of his or her parent, guardian, or custodian. <u>or</u> (D) Is habitually and without justification truant from compulsory school attendance.
CHINS B Assessment	----	A type of assessment that can be conducted in addition to a traditional investigation (CI) or differential response (CA) case. CHINS B Assessment can be initiated based on family history and multiple intakes received within a short period of time.
CIES	Centralized Intake and Emergency Services	CIES is a Vermont's statewide child protection hotline that operates twenty-four hours a day, every day of the week, including holidays. The unit serves as child abuse reporting system for the State of Vermont and also handles after-hour emergencies related to child abuse and neglect, children in state's custody, delinquency and youth with behaviors beyond the control of their caretakers.

CIES Worker	Centralized Intake and Emergency Services Worker	CIES worker performs duties related to the child protection hotline (described above) and after-hour emergencies.
CRF	Caregiver Responsibility Form	A process that evaluates the significant needs of a child that requires a higher level of care by foster parents and establishes a higher reimbursement rate.
CRRU	Commissioner's Registry Review Unit	A team of reviewers and administration staff who schedule appeal reviews, review CSI information, redact relevant information for appeal requestors, conduct reviews and make decisions about whether to uphold or overturn CSI substantiations.
CSI	Child Safety Intervention	Includes child abuse investigations, child abuse assessments (differential response), and family assessments.
CWTP	Child Welfare Training Partnership	A team of child welfare professionals employed by the University of Vermont and funded by Title IV-E training funds. Trainings delivered to both FSD staff and provider staff.
DAIL	Department of Aging and Independent Living	Provides programs and services for older Vermonters, people with developmental disabilities, and people with physical disabilities to help them maintain their dignity and independence. The Vermont Department of Disabilities, Aging and Independent Living offers information and resources for caregivers and support providers, assistive technology, autism, blind and visually impaired, deaf and/or hard of hearing, developmental disabilities, traumatic brain injuries, and more.
DCF	Department for Children and Families	DCF's mission is to foster the healthy development, safety, well-being, and self-sufficiency of Vermonters. We provide benefits, services, and supports to some 200,000 Vermonters every year, including children, youth, families, older Vermonters, and people with disabilities. DCF's divisions include: Family Services Division (FSD), Child Development Division (CDD), Economic Services Division (ESD), Disability Determination Services (DDS), Office of Child Support (OCS), and Office of Economic Opportunity (OEO).

DDS	Disability Determination Services	DDS determines the medical eligibility of Vermonters who are applying for disability benefits through the Social Security Administration and Green Mountain Care.
DMH	Department of Mental Health	The Vermont Department of Mental Health's (DMH) commitment to direct services and community-based mental health care and treatment is reflected in priority areas including: (1) Direct Service: Operation of the Vermont Psychiatric Care Hospital; and (2) Community Oversight: Oversight of the Designated Agency (DA) community-based mental health service delivery system including residential programs. Oversight of in-patient services in Vermont's Designated Hospitals.
DOC	Department of Corrections	The Vermont Department of Corrections is the government agency in the U.S. state of Vermont charged with overseeing correctional facilities, supervising probation and parolees, and serving in an advisory capacity in the prevention of crime and juvenile delinquency.
DOL	Department of Labor	The Vermont Department of Labor is comprised of four major divisions; Workforce Development, Labor Market Information, Unemployment Insurance, and Workers' Compensation & Workplace Safety. The Department serves both individuals and employers, and is the State's workforce leader.
DVHA	Department of Vermont Health Access	The Department of Vermont Health Access (DVHA), within the State of Vermont's Agency of Human Services, is responsible for administering the Vermont Medicaid health insurance program and Vermont's state-based exchange for health insurance. Vermont's state-based health insurance exchange is also referred to as the health insurance marketplace. The Health Access Eligibility and Enrollment team integrates eligibility and enrollment for Medicaid and commercial health insurance plans for many of Vermont's individuals and families. The Department coordinates a range of health insurance plan options and offers online, telephone, paper and in-person assistance for Vermonters who are applying for health insurance.
ECH	Emergency Care Hearing	A hearing held on an emergency basis to determine if a child needs to be removed from their home.
ECO	Emergency Care Order	An order issued by Vermont family court as a result of an emergency care hearing.
ESD	Economic Services Division	ESD administers benefits that help Vermonters to meet their basic needs. These include TANF, Food Stamps, Fuel Assistance and Emergency Housing.
FFPSA	Families First Prevention and Services Act	The Family First Prevention Services Act (FFPSA) was signed into law as part of Public Law (P.L.) 115–123 and has several provisions to enhance support services for families to help children remain at home, reduce the unnecessary use of congregate care, and build the capacity of communities to support children and families.

FMAP	Federal Medical Assistance Percentage	A rate that ACF uses to determine the Federal share of expenditures for assistance payments under the Title IV-E Foster Care, Adoption Assistance and Guardianship Assistance programs.
FSD	Family Services Division	FSD is Vermont's child welfare and juvenile justice agency.
FSDNet	Family Services Division Network	FSD's primary data system dating back to the 1990's. Data captured in this system includes intake, investigation/assessment, case/contact notes, Health Information Questionnaire (HIQ), youthful offender status (YO), adult living partner (ALP) tracking, and juvenile record sealing.
HSB	Human Services Board	The Vermont Human Services Board is a citizen's panel consisting of seven members created by the legislature pursuant to 3 V.S.A., §3090. Its duties are to act as a fair hearing board for appeals brought by individuals who are aggrieved by decisions or policies of departments and programs within the Agency of Human Services.
I/A Summary	Investigation Activities Summary	FSD form for documenting activities associated with investigations and assessments.
ICJ	Interstate Compact for Juveniles	The Interstate Compact for Juveniles (ICJ) is the law that regulates the interstate movement of juveniles who are under court supervision or have run away to another state. The ICJ is a contract that has been adopted as law throughout the United States. Therefore, all state and local officials are legally bound to honor and enforce the terms of the Compact.
ICPC	Interstate Compact for the Placement of Children	The Interstate Compact on the Placement of Children (ICPC) is a statutory agreement between all 50 states, the District of Columbia and the US Virgin Islands. The agreement governs the placement of children from one state into another state. It sets forth the requirements that must be met before a child can be placed out of state. The Compact ensures prospective placements are safe and suitable before approval, and it ensures that the individual or entity placing the child remains legally and financially responsible for the child following placement.
NCANDS	National Child Abuse and Neglect Data System	The National Child Abuse and Neglect Data System (NCANDS) is a voluntary data collection system that gathers information from all 50 states, the District of Columbia, and Puerto Rico about reports of child abuse and neglect. NCANDS was established in response to the Child Abuse Prevention and Treatment Act of 1988. The data are used to examine trends in child abuse and neglect across the country, and key findings are published in our Child Welfare Outcomes Reports to Congress and annual Child Maltreatment reports.

NEICE	National Electronic Interstate Compact Enterprise	The National Electronic Interstate Compact Enterprise (NEICE) is a national electronic system for quickly and securely exchanging all the data and documents required by the Interstate Compact on the Placement of Children (ICPC) to place children across state lines.
NYTD	National Youth in Transition Database	The National Youth in Transition Database (NYTD) collects information on youth in foster care, including sex, race, ethnicity, date of birth, and foster care status. It also collects information about the outcomes of those youth who have aged out of foster care. States began collecting data in 2010, and the first data set was submitted in May 2011.
OCS	Office of Child Support	Vermont's division for administering child support activities.
ODYSSEY	----	The Vermont judiciary's data system.
SDM	Structured Decision Making	The Structured Decision Making® (SDM) model for child protection assists agencies and workers in meeting their goals to promote the ongoing safety and well-being of children. This evidence- and research-based system identifies the key points in the life of a child welfare case and uses structured assessments to improve the consistency and validity of each decision. The SDM model additionally includes clearly defined service standards, mechanisms for timely reassessments, methods for measuring workload, and mechanisms for ensuring accountability and quality controls. The model consists of several assessments that help agencies work to reduce subsequent harm to children and to expedite permanency.
SOV	State of Vermont	The State of Vermont.
SSI	Social Security Income	A system that distributes financial benefits to retired or disabled people, their spouses, and their dependent children based on their reported earnings. While you work, you may pay taxes into the Social Security system. When you retire or become disabled, you, your spouse, and your dependent children may get monthly benefits that are based on your reported earnings. Your survivors may be able to collect Social Security benefits if you die.
SSMIS	Social Services Management Information System	FSD's primary data system dating back to the early 1980's. Key data stored includes case/family demographic information, abuse/neglect outcomes, worker and supervisor assignments, case and permanency plan completion tracking, permanency court hearing dates, child placements and adoption information.

TANF	Temporary Aid for Needy Families	The Temporary Assistance for Needy Families (TANF) program provides states and territories with flexibility in operating programs designed to help low-income families with children achieve economic self-sufficiency. States use TANF to fund monthly cash assistance payments to low-income families with children, as well as a wide range of services. In Vermont, TANF is administered by the Economic Services Division within the Department for Children and Families.
TCH	Temporary Care Hearing	A temporary care hearing shall be held within 72 hours of the issuance of an emergency care order or conditional custody order
TCM	Targeted Case Management	FSD can claim medicaid funding for specific casework activities through targeted case management allowable activities.
TCO	Temporary Care Order	An order issued by Vermont family court as a result of a temporary care hearing.
VDH	Vermont Department of Health	Vermont's department for administering public health programs.
Vision	----	Vision is the State of Vermont's financial software system. VISION-Financials is an Oracle/PeopleSoft enterprise financial management system utilizing the following modules: Travel & Expense, General Ledger, Accounts Payable, Purchasing, Accounts Receivable, Billing, Asset Management, and Subrecipient Grant Tracking (VT custom module). The system is managed by the Department of Finance and Management in conjunction with the Agency of Digital Services' ERP Technical Services team.
YASI	Youth Assessment and Screening Instrument	The Youth Assessment and Screening Instrument (YASI™) provides a vehicle for entering and analyzing information collected by juvenile probation officers, caseworkers, youth service managers, social workers, and other professionals who assess at-risk youth clients.

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

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

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

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

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

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

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

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

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

Attachment A – Statement of Work

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

Attachment B – Payment Provisions

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

“State of Vermont – Federal Terms Supplement (non-construction)”

Attachment D – Other Terms and Conditions for Information Technology Contracts

Attachment [REDACTED] – [OTHER DEPARTMENT ATTACHMENTS, AS APPLICABLE]

Attachment [REDACTED] – Contractor’s [License] Agreement

Attachment [REDACTED] – [Maintenance and Support/Service Level Terms]

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

- 1) Standard Contract
- 2) Attachment D Other Terms and Conditions for Information Technology Contracts
- 3) Attachment C (Standard State Provisions for Contracts and Grants)
- 4) "State of Vermont – Federal Terms Supplement (non-construction)"
- 5) Attachment A with Exhibits
- 6) Attachment B
- 7) List other attachments as applicable

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By the Contractor:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT A SPECIFICATIONS OF WORK TO BE PERFORMED

1. PURPOSE

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

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

2. EXISTING SYSTEMS.

[DESCRIBE]

3. OBJECTIVE

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

The project will be executed in phases as described herein.

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

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

4. PERIOD OF INSTALLATION AND IMPLEMENTATION AND TRAINING

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

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

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

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

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

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

6. PROJECT MANAGEMENT

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

6.1. CONTRACTOR PROJECT MANAGEMENT AND SUPPORT

6.1.1 CONTRACTOR’S PROJECT MANAGER

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

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

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

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

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

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

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

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

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

6.1.2 PROJECT MANAGEMENT AND SUPPORT

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

6.1.3 KEY PROJECT STAFF

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

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

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

[INSERT]

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

6.1.4 KEY PROJECT STAFF CHANGES

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

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

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

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

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

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

6.2. PROJECT PLANNING

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

6.2.1. MEETING PROTOCOLS

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

6.2.2. PROJECT DOCUMENT STORAGE

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

6.2.3. STATUS REPORTS

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

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

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

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

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

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

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

6.3 IMPLEMENTATION MASTER SCHEDULE

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

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

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

7. SCOPE OF SERVICES.

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

7.2 **Project Major Phases, Warranty and Options. [DESCRIBE PROJECT PHASES AND DELIVERABLES FOR EACH PHASE; THIS SECTION SHOULD INCLUDE PAYMENT MILESTONES WHICH ARE THEN REITERATED IN ATTACHMENT B WITH PAYMENT AMOUNTS]**

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

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

PHASE	ESTIMATED DATES	PHASE DESCRIPTION
[Legacy Data Migration]		Contractor shall perform all necessary legacy data migrations using State-approved migration plan and data mapping templates.
[Deployment]		Contractor implements the tested and State-approved Solution in the production environment for additional State testing and Go-Live.
[Post-Implementation Support/Warranty]		Contractor shall be responsible for fixing all Defects found during the Warranty Period. All Defects found within the Warranty Period, shall be corrected by Contractor at no additional cost to the State.

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

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

7.4 **Third Party Resources.** From time to time State may request that Contractor obtain and provide to the State, at the State's expense, third party Resources related to the Services but outside the scope of what Contractor is then obligated to provide hereunder, including the benefit of any volume purchasing discounts, pricing or terms available to the State or its supplier. Contractor shall notify the State at the time of any such request of any relationships Contractor may have with such suppliers that may be of benefit to the State in this respect. To the extent that State may have a more favorable relationship with any third party supplier, upon notice from State, Contractor agrees to consider such Resources from State's designated supplier. Contractor

will not add an administrative fee or other markup to any third party Resources it procures on behalf of or for the benefit of State and the Services provided hereunder.

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

8. ACCEPTANCE

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

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

9. THIRD PARTY COOPERATION

The State may hire other independent contractors as it may require to assist with the project. Contractor will cooperate with the State and the third party, including provision of: (i) written Documentation requested by the State; (ii) commercially reasonable assistance and support services to such third party; and (iii) reasonable access to Contractor as necessary for such third

parties to perform their work. The State shall use reasonable efforts to require such third parties to comply with Contractor's reasonable requirements regarding confidentiality, operations, standards, and security. Contractor shall support and maintain such third party work product, provided the service provider complies with any Documentation applicable to Contractor in respect of the Services involved.

10. **CONTRACT/PROJECT CHANGE ORDER PROCESS**

[NOTE: AS EXPLAINED HEREIN, THIS SECTION IS NOT APPLICABLE FOR ANY AND EVERY RFP AND SHOULD BE DELETED AS APPROPRIATE]

For projects involving IT Implementation services, where frequent and/or multiple minor changes to the project schedule or deliverables are anticipated, the following process may be utilized to effectuate such minor changes without undue project delays ("Change Orders"). Changes to a Contract during its term may incur additional costs and possible delays relative to the project schedule, or may result in less cost to the State (for example, the State decides it no longer needs a deliverable in whole or part) or less effort on the part of a selected vendor. A Change Order shall define the effort involved in implementing the change, the total cost or associated savings to the State, of implementing the change, and the effect, if any, of implementing the change on the project schedule.

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

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

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

All Change Orders that are mutually agreed upon must:

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

SAMPLE

ATTACHMENT B PAYMENT PROVISIONS

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

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

5. **EXPENSES:** The fee for services shall be inclusive of Contractor expenses.

6. **RETAINAGE:** In the discretion of the State, a contract resulting from this RFP may provide that the State withhold a percentage of the total amount payable for some or all deliverables, such retainage to be payable upon satisfactory completion and State acceptance in accordance with the terms and conditions of the contract. **IF AGENCY/DEPT KNOWS AT THE TIME OF RFP THAT IT WILL REQUIRE PARTICULAR RETAINAGE PROVISIONS, IT SHOULD**

SPECIFY THOSE DETAILS IN ATTACHMENT B OF THE STANDARD CONTRACT FORM THAT WILL BE ATTACHED TO THIS RFP.

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS
REVISED DECEMBER 7, 2023

- 1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee, or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.
- 2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.
- 3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State regarding its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
- 4. Sovereign Immunity:** The State reserves all immunities, defenses, rights, or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

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

7. Defense and Indemnity:

- A. The Party shall defend the State and its officers and employees against all third-party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.
- B. After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.
- C. The Party shall indemnify the State and its officers and employees if the State, its officers, or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.
- D. Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/RiskClaims-COI>.

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

10. False Claims Act: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

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

12. Use and Protection of State Information:

- A. As between the State and Party, “State Data” includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. (“Confidential State Data”).
- B. With respect to State Data, Party shall:
- i. take reasonable precautions for its protection;
 - ii. not rent, sell, publish, share, or otherwise appropriate it; and
 - iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C. With respect to Confidential State Data, Party shall:
- i. strictly maintain its confidentiality;
 - ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
 - iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
 - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
 - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
 - vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize: i. industry-standard firewall protection;

- ii. multi-factor authentication controls;
 - iii. encryption of electronic Confidential State Data while in transit and at rest;
 - iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
 - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;
 - vi. training to implement the information security measures; and
 - vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E. No Confidential State Data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the United States, except with the express written permission of the State.
- F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at:
<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.
- 13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- 14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable, and shall include this provision in all subcontracts for

work performed in Vermont. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

- 15. Offset:** The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.
- 16. Taxes Due to the State:** Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- 17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.
- 18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.
- 19. Sub-Agreements:** Party shall not assign, subcontract, or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), as amended by Section 17 of Act No. 142 (2010) and by Section 6 of Act No. 50 (2011).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Confidentiality and Protection of State Information"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No

Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

- 20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel, and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 21. Regulation of Hydrofluorocarbons:** Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.
- 22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <https://bgs.vermont.gov/purchasing-contracting/debarment>.
- 23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
- 24. Vermont Public Records Act:** Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 *et seq.*
- 25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lockouts) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.
- 26. Marketing:** Party shall not use the State’s logo or otherwise refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.
- 27. Termination:**
 - A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this

Agreement, the State may cancel this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to pay Party from State revenues.

- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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

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

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

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

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission.
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D
INFORMATION TECHNOLOGY SYSTEM IMPLEMENTATION
TERMS AND CONDITIONS (rev. 01/12/2024)

1. NO SUBSEQUENT, UNILATERAL MODIFICATION OF TERMS BY CONTRACTOR

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

2. TERM OF CONTRACTOR'S DOCUMENTS; PAYMENT TERMS

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

3. OWNERSHIP AND LICENSE IN DELIVERABLES

3.1 Contractor Intellectual Property.

As between the parties, and subject to the terms and conditions of this Contract, Contractor and its third-party suppliers will retain ownership of all intellectual property rights in the [System], and any and all derivative works made to the [System] or any part thereof, as well as all Work Product provided to the State ("**Contractor Proprietary Technology**"). The State acquires no rights to Contractor Proprietary Technology except for the licensed interests granted under this Contract. The term "**Work Product**" means all other materials, reports, manuals, visual aids, documentation, ideas, concepts, techniques, inventions, processes, or works of authorship developed, provided or created by Contractor or its employees or contractors during the course of performing work for the State (excluding any State Data or derivative works thereof and excluding any output from the [System] generated by the State's use of the [System], including without limitation, reports, graphs, charts and modified State Data, but expressly including any form templates of such reports, graphs or charts by themselves that do not include the State Data).

Title, ownership rights, and all Intellectual Property Rights in and to the [System] will remain the sole property of Contractor or its suppliers. The State acknowledges that the source code

is not covered by any license hereunder and will not be provided by Contractor. Except as set forth in this Contract, no right or implied license or right of any kind is granted to the State regarding the [System] or any part thereof. Nothing in this Contract confers upon either party any right to use the other party's trade names and trademarks, except for permitted license use in accordance with this Contract. All use of such marks by either party will inure to the benefit of the owner of such marks, use of which will be subject to specifications controlled by the owner.

3.2 State Intellectual Property; User Name

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

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

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

3.3. 20 § 95.617 SOFTWARE AND OWNERSHIP RIGHTS.

(a) **General.** The State or local government must include a clause in all procurement instruments that provides that the State or local government will have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation under this subpart.

(b) **Federal license.** The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation.

(c) **Proprietary software.** Proprietary operating/vendor software packages which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions in paragraphs (a) and (b) of this section. FFP is not available for proprietary applications software developed specifically for the public assistance programs covered under this subpart.

[51 FR 45326, Dec. 18, 1986, as amended at 75 FR 66340, Oct. 28, 2010]

4. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

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

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

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

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

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

5. SECURITY OF STATE INFORMATION

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

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

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

as reasonably requested by the State. Contractor shall analyze and document the incident and provide all notices required by applicable law.

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

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

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

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

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

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

5.5 Redundant Back-Up. The Contractor shall maintain a fully redundant backup data center geographically separated from its main data center that maintains near realtime replication of data from the main data center. The Contractor’s back-up policies shall be made available to the State upon request. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

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

6. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

7. TRADE SECRET, PATENT AND COPYRIGHT INFRINGEMENT

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

8. REMEDIES FOR DEFAULT; NO WAIVER OF REMEDIES

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

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

9. NO ASSUMPTION OF COSTS

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

10. TERMINATION

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

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

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

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

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

11. ACCESS TO STATE DATA:

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

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

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

12. AUDIT RIGHTS

Contractor will maintain and cause its permitted contractors to maintain a complete audit trail of all transactions and activities, financial and non-financial, in connection with this Contract. Contractor will provide to the State, its internal or external auditors, clients, inspectors, regulators and other designated representatives, at reasonable times (and in the case of State or federal regulators, at any time required by such regulators) access to Contractor personnel and to any and all Contractor facilities or where the required information, data and records are maintained, for the purpose of performing audits and inspections (including unannounced and random audits) of Contractor and/or Contractor personnel and/or any or all of the records, data and information applicable to this Contract.

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

13. DESTRUCTION OF STATE DATA

At any time during the term of this Contract within (i) thirty days of the State's written request or (ii) [three (3) months] of termination or expiration of this Contract for any reason, and in any

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

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

14. CONTRACTOR BANKRUPTCY.

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

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

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

ATTACHMENT E

BUSINESS ASSOCIATE AGREEMENT (VT ADS/AHS)

Revised MAY 23, 2019

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

SOV Contract Number:

Date of Contract:

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

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

The parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Permitted and Required Uses/Disclosures of PHI.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Reporting and Documenting Breaches.

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

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

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

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

8. Providing Notice of Breaches.

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

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

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

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

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

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

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

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

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

14. Termination.

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

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

15. Return/Destruction of PHI.

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

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

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

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

18. Miscellaneous.

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

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

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

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

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

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

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

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

For ADS:

Signature: _____

Name: _____

Title: _____

Date: _____

For Contractor Business Associate:

Signature: _____

Name: _____

Title: _____

Date: _____

(End of Attachment E)

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

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

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

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

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

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

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

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

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

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

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

5. **Non-Discrimination:**

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

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

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

6. **Employees and Independent Contractors:**

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

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

7. **Data Protection and Privacy:**

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

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

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

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

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

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

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

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

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

9. **Information Technology Systems:**

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

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

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

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

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

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

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

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

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

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

10. **Other Provisions:**

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

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

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

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

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

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