

**Green Mountain Care Board**  
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SEALED BID

## REQUEST FOR PROPOSAL FOR

### Green Mountain Care Board: Business Performance Management System

LOCATION OF BID OPENING: Office of Purchasing and Contracting, 10 Baldwin Street, Montpelier VT

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

<http://bgs.vermont.gov/purchasing/bids>

and

[http://gmcboard.vermont.gov/resources\\_reports](http://gmcboard.vermont.gov/resources_reports)

THE STATE WILL MAKE NO ATTEMPT TO CONTACT VENDORS WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH VENDOR TO PERIODICALLY CHECK

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# **1. OVERVIEW and GENERAL INFORMATION**

## **1.1. INTRODUCTION**

The Green Mountain Care Board (GMCB) was created by the Vermont legislature in 2011 to oversee the design of Green Mountain Care, a comprehensive health care system to serve the health care needs of every Vermonter. Through the coordinated efforts of this independent board, state government, and the citizens of Vermont, and with valuable input from health care professionals, and the business community, the Board will offer implementation strategies and innovative systems to keep Vermont among the leading states in expanding quality, affordable health care to all Vermonters while reducing waste and controlling costs.

## **1.2. OVERVIEW**

The Green Mountain Care Board is soliciting competitive sealed, fixed priced Proposals for a new Business Performance Management System. to enhance GMCB's budgeting, planning, performance management and analytic reporting capabilities (the Work) from qualified offerors. This could be either a Commercial Off The Shelf (COTS) solution or a custom developed solution, but the State has a preference for a COTS solution. This solution could live in the State's data center environment or be a private Cloud Hosted solution. If a suitable offer is made in response to this Request for Proposal (RFP), GMCB may enter into a contract (the Contract) to have the selected offeror (the Contractor) perform all or part of the Work. This RFP provides details on what is required to submit a Proposal in response to this RFP, how GMCB will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

This is a Request for Competitive Sealed Proposals (RFP) for vendors who can perform the services described in this RFP.

## **1.3. CURRENT BUSINESS ENVIRONMENT**

GMCB currently collects and analyzes data from the following healthcare entities:

- 14 Vermont community hospitals (1 Major Teaching Hospital, 8 Critical Access Hospitals, 5 PPS hospitals)
  - Three other unique hospitals may be added in the future
- Other entities to include Physician Practices, Nursing Homes, Home Health Agencies, Other Professionals, Durable Equipment companies, Pharmaceuticals, Community health Agencies, various smaller medical/health care professional entities
- Payer entities
  - Major payers include commercial insurers (5), Medicare, Medicaid
  - Minor payers include largely local and federal government

#### **1.4. STATE GUIDELINES, STANDARDS AND CONDITIONS**

The State of Vermont has required that all contracts have clearly defined outcomes and performance standards. The State will work with the selected vendor to define the final performance standards that will be incorporated into the contract. During the RFP the State asks that the vendor propose detailed, proven performance requirements and standards that have the following attributes:

- Are quantifiable;
- Focus on critical outcomes;
- Stress the performance of the system and not the specific methods or processes used;
- Minimize subjective evaluation by stating clear criteria;
- Are realistic;
- Are unambiguous; and
- Include a measurement period (per day, per item, per month).

#### **1.5. SCHEDULE OF EVENTS**

The expected timetable, including the Proposal Due Date and other important dates, is set forth below.

|                              |  |
|------------------------------|--|
| RFP Posted                   | 11/19/2012                                 |
| Bidder's Questions Due       | 12/03/2012 4:00 PM                         |
| Bidders Conference           | 12/05/2012                                 |
| Dept Response/Posting to EBB | 12/07/2012                                 |
| Proposal Due                 | 12/19/2012                                 |
| Bid Opening                  | 4:00 pm on the day that proposals are due. |
| Selection Notification       | 1/03/2013                                  |
| Commencement of Contract     | On or about 2/01/2013                      |

#### **1.6. SINGLE POINT OF CONTACT**

All communications concerning this Request for Proposal (RFP) are to be addressed in writing to the attention of: John McIntyre, Purchasing Agent, Office of Purchasing and Contracting, 10 Baldwin St, Montpelier, VT 05633 or [john.mcintyre@state.vt.us](mailto:john.mcintyre@state.vt.us) . John McIntyre will be the sole contact for this proposal. Attempts by bidders to contact any other party could result in the rejection of their proposal.

#### **1.7. QUESTION AND ANSWER PERIOD**

Any vendor requiring clarification of any section of this proposal must submit specific questions in writing according to the Schedule listed in Section 1.5. [Dec 03, 2012 by 4:00 PM] Questions must be e-mailed to the RFP Contact listed on Section 1.6 of this proposal. Any question not raised in writing on or before the last day of the initial question period is waived. Responses to the questions sent will be posted to the BGS Purchasing and Contracting website <http://bgs.vermont.gov/purchasing/bids> .

## **1.8. DEMONSTRATION/BIDDER'S CONFERENCE**

A demonstration may be required if it will help the evaluation committee measure the rated factors. After any discussions for clarifications and the initial evaluation of proposals received, offerors whose proposal receive the highest scores and are determined to be reasonably susceptible for award may be required to provide an on-site demonstration of the proposed solution for the evaluation committee. The State will factor information presented during demonstrations into the evaluation scoring. Offerors will be responsible for all costs associated with the providing the demonstration.

- Demonstrations can be provided by computer, video conference, or other means.
- Provisions may be made to furnish the offeror with any needed test data and a description of desired outputs.
- A pre-proposal bidders' conference has been scheduled for December 5, 2012 at 2:00 PM EST.

Call in number: 1-888-757-2790 PIN: 866821

While attendance is not mandatory, interested bidders are highly encouraged to participate in this conference call. Interested vendors will have the opportunity to submit questions regarding the RFP requirements during the call. A sound recording of the meeting will be distributed upon request. Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP.

## **2. SCOPE OF WORK**

### **2.1. BACKGROUND**

The GMCB has determined that the organization's current portfolio of budgeting and reporting tools could be enhanced to meet current and expected reporting, budgeting and analysis needs. The primary tool being used today in all of these areas is Excel, which is not a true performance management system. In addition, the data is collected from disparate databases, linked together via EXCEL, and then manipulated. This raises concerns about data integrity and quality. As a result, GMCB is seeking to enhance the organization's budgeting, planning, and performance management and analytic reporting capabilities through the implementation of a Business Performance Management ("BPM") and Business Intelligence ("BI") solution.

### **2.2 HIGH LEVEL REQUIREMENTS**

Note: The vendor will also be responsible for assisting the State in refining its functional and non-functional requirements based on the capabilities of the solution being proposed.

- Implement an integrated performance planning, budgeting, forecasting and reporting solution
- Provide target driven planning – both at the Unified Health Care Budget level and Hospital/Provider and Payer level.
- Provide "What-If" scenario modeling capabilities.
- Support the capture of financial, operational and statistical information in a manner that provides historical retention, updating, and data integrity.
- Enhance actual and plan performance reporting and analysis capabilities
- Enhance reporting and margin analysis capabilities.
- Provide timely information regarding hospital and hospital system performance.
- Support the capture of provider/payer development assumptions, and documentation.
- Increase the visibility of the provider/payer development assumptions and documentation.

- Enhance variance analysis capabilities and associated explanations and commentary.
- Enhance the comparison and analyses of multiple scenarios.
- Provide financial ratios and percent to revenues reporting.
- Integrate financial and operational data from external data sources to facilitate budgeting, forecasting, and analysis.
- Provide graphical and dashboard visuals.
- Enhance planning and reporting processes
- Reduce current labor intensive data collection, manipulation and reporting processes.
- Automate data integration, and report production and distribution.
- Provide a flexible, robust, easy to use, user friendly and intuitive planning and self- service reporting solution.
- Provide timely updates within the BPM solution for updates of actual data.
- Additional key capabilities:
  - The ability to establish and manage all application dimensions, business rules, organization structures, data integration maps, and user security profile administration features in order to create a standardized BPM data architecture.
  - A single source for the integrated reporting of actual and provider/payer strategic plan, budget, or forecast results.
  - Elimination of data collection and integration issues from multiple source systems.
  - Elimination of data integrity concerns currently associated with the current largely Excel-based planning, budgeting, forecasting, and reporting processes.
  - Reduce the time and effort spent on gathering data coupled with a concurrent increase in the time and effort available to support analytical activities.
  - A flexible, robust, extensible and scalable business performance management solution which will support future growth.
  - Build and load a 10 to 20 year historical data base to maintain the individual hospital information and statistics for reporting and presentation purposes.
- Training for staff:
  - Analysis and data navigation
  - Report writing development and logical sequencing

### **2.2.1 High Level Requirements by Data Type**

#### **Hospital Budget Data**

- Establish a data base to maintain historical data for the hospital budgets.
- Build standard input maps and documents from EXCEL to database
- Prepare standard outputs for selected audiences that will be easily accessed, consistent, and do not require intimate knowledge of data nuances and definitions.
- Evaluate the value and need to enhance hospital budget information from other data sources to provide more detailed information at the cost center level. Subsets or different cuts of spending might include diagnosis, procedure types, physicians, geography, specialized provider types, etc.

#### **Expenditure Analysis Provider and Payer Data**

- Establish a data base to maintain historical data for the Expenditure Analysis.
- Prepare standard outputs for selected audiences that will be easily accessed, consistent, and do not require intimate knowledge of data nuances and definitions.

- Expand and/or enhance data sources to provide more detailed information for the providers and payers. Subsets or different cuts of spending might include demographics, geography, specialized provider types, etc.
- Future phase – Build direct linkages to VCHURES (Vermont Healthcare Claims Uniform Reporting and Evaluation System), UHDDS, and other data sets to provide more current updates and other unique reporting needs.

**Build an Expenditure Analysis data base within a web structure that will:**

- Provide data integrity – spending by year by payer source by provider/service type
- Allow updates; ie, need for version control
- Allow access in a web environment for policy makers and the public
- Provide a series of standard reports that are easily accessed on the web
- The administrative data (Expenditure Analysis) needs to eventually be supported by much of the claims data (but not all). So we need to provide for an expansion of the data base that will provide more granular data for the expenditures. This may include:
  - People served
  - Provider type of service
  - Types of utilization
  - Geographic areas
  - Other (to be determined)
- Develop specialized analyses:
  - Forecasting by provider
    - Develop unique indicators for each service to be forecast
    - Develop proper sequencing of various indicators
    - Consider alternative approach using profit and loss statement
  - Forecasting by Payer
- Provide for direct inputs by payers, providers
- Ability to connect to other data sets (future)
  - UHDDS
  - Enrollment/exchange
  - VCHURES (multi-payer data set)

## **2.3 DETAILED SYSTEM REQUIREMENTS**

### **2.3.1 Planning/Budgeting/Forecasting**

1. **Top-down / Bottom-up budgeting with target exception reporting and reconciliations:** The ability to define performance targets – including financial and operational metrics – at any level from top down to individual hospitals and/or account level and the ability to create budgets, forecasts, and plans from the lowest account and unit levels with reconciliation reports highlighting target variances.
2. **Driver-based modeling:** Business drivers - expressed in units and prices for operational statistics (e.g., capacity volumes, hospital inpatient and outpatient services, including admissions of various types, and inpatient and outpatient ancillary services such as visits, tests, procedures, exams etc, – used in business rules and multi-step calculations to facilitate budget and forecast preparation,

- collaboration, and modeling. Includes the ability to leverage business drivers to model balance sheet, P&L, and unique payer patient revenue calculations.
3. **Revenue planning:** Detailed, multi- level, revenue planning including planning by hospital or hospital system, and state healthcare spending by other provider and payer entities. Revenue projections/estimates are typically built from a variety of different assumptions.
  4. **Individualized data entry templates at multiple levels:** Creation and distribution of web based actual, budget, or forecast data entry or data collection templates/forms for individual hospitals or providers.
  5. **Multi-dimensional planning:** The ability to budget/forecast by multiple dimensions including account, department, geographic location, cost center, revenue type, and project including planning at the individual work break down structure (WBS) level.
  6. **Multiple budget and forecast data entry options:** Allow users to populate and update plan data using zero based data entry or adjust pre-populated plan data based on prior plans, historical trends, specified growth percentages, and multiple spread methods (even, weighted, seasonal patterns).
  7. **Financial and operational metrics and data:** The ability to capture financial and operational statistical data (unique operational data not included within the G/L such as headcount, volumes).
  8. **Multiple budget line item detail with annotation capabilities:** The ability to enter multiple budget records supporting single budget item – examples include detailing hospital capital expenditures planned in support of Capital Expenditure budget line item or multiple tasks or expenditures within single capital project.
  9. **Multiple planning calendars:** The ability to establish and maintain multiple budget cycle processes of various lengths of time concurrently for multiple time periods including options to plan and display monthly, quarterly, and annual periods and multiple fiscal years.
  10. **Capital expenditure planning** including prioritized project based capital planning with project related startup and operating expenses with integrated depreciation modeling for existing and incremental asset depreciation expenses. Includes approved capital project expenditure authorization workflow and capital appropriation document management capabilities.
  11. **Rolling forecasts:** Forecasts with either 12, 24 month projections based upon period-to-date actuals, historical run rates, and forecast adjustments.
  12. **Multiple "What-if" scenario modeling and contingency planning:** The ability to create multiple scenarios to model various business conditions or plan assumptions (e.g., external events) and perform side-by-side comparisons of multiple scenarios (e.g., scenario vs. historical results, budget, recent forecast or other scenario).
  13. **Version control:** The ability to create, maintain, and compare/reconcile multiple versions of strategic plans, budgets, and forecasts including the ability to view variances or model changes between versions.
  14. **Collaborative planning:** The ability to coordinate the development and use of plan components (e.g. assumptions supplied by GMCB that are used by other hospitals or agencies). Includes workflow notifications of changes made to budget drivers supplied to impacted planners.
  15. **Complex calculations and rules:** Ability to develop and automatically or manually execute complex business rules, logic, and calculations including multi-step calculations like Cost shift and measuring volume change are examples.

16. **Top level management adjustment to profit and loss statement line items:** The ability to make adjustments (e.g., rebates or management adjustments to expenses) to calculated revenue or expense line items through the use of adjustment accounts.
17. **Disconnected work capabilities:** The ability to allow traveling or remote field personnel to “check-out” budget/forecast data for offline use and analysis with data synchronization upon “check-in”. Includes the ability to prevent multiple concurrent user access to "checked out" data components. Alternatively: full mobile access via tablet computer.
18. **Predictive analytics:** Complex statistical analysis tools that can be used to uncover relationships and patterns between data volumes that can be used to predicatively model future performance based on prior results and trends.

### ***2.3.2 Reporting and Analysis***

1. **Standardized financial and operating statement reporting:** Standardized financial and operational reports to meet internal, Board and external reporting requirements. Includes the calculation, reporting and analysis of standardized revenue and expense reporting, and financial and operational performance measures with all actual, budgeted, and forecasted results.
2. **Integrated financial statements:** Automated balance sheet and cash flow statement development driven by changes in financial position and also provide for manual cash flow inputs (i.e., deferred taxes) on an annual basis.
3. **Automated report generation and centralized report repository:** Automates online report generation and distribution via electronic distribution to designated users (either via the application reporting options, dashboard, or e-mail), printed, or saved for use in presentations or legislative filings. Also includes a centralized report repository to save reports to a central location for access by users based on defined business rules and individual or group user security access levels.
4. **Variance reporting with e-mail and graphical exception alerting:** Variance reporting based upon budget, forecast, and/or actual data with variance alerts based upon user defined tolerance criteria highlighted on reports and potentially e-mail notifications.
5. **Performance variance analysis capabilities:** Root cause analysis tools that allow drill down to lowest level of dimensional data within BPM application and provide the ability to perform analyses as needed.
6. **Criteria based performance alerts:** Provides status indicators – such as stop lights, speedometer ranges, and directional alerts - for each objective on the dashboard and for individual measures. Alerts convey “at a glance” which objectives require attention and displays elements in rank order based on a performance measure. Allows administrators and designated users to create rules or intelligent agents that trigger context-sensitive actions in response to an exception condition such as conditional formatting off alerts on reports and dashboards, required analysis and commentary, sending different types of web or e-mail alerts based on the nature of the exception, etc.
7. **Ad-hoc reporting and query capabilities:** Ad hoc reporting and query tools that allow authorized users to create and save for future use and update personalized analytic reports separate from standardized finance or Board level reports. Includes the ability to create key performance metrics and reports to be used to support external financial reporting requirements.
8. **Historical trend reporting and analysis including rolling trends:** The system shall provide historical trend reporting and analysis that supports comparisons of plan or actual results with multiple time periods using a variety of time periods (e.g. prior, monthly, quarterly, or annual periods) and analytical measures (percentage changes, averages, year-to-date) to reveal seasonality and performance variations.

9. **Cell level annotation:** The system provides the ability to allow users to create, store, and assign narrative comments of limited length to each data record managed by the system.
10. **Unstructured data:** Ability to attach unstructured data including Microsoft Office files (Word, Excel, and PowerPoint), PDF files, etc. – used to document performance analysis or budget/forecast assumptions. Ability to use metadata elements as a means of classifying unstructured data for enhanced searching and sorting/grouping capabilities.
11. **Built-in graphing capabilities:** The application must be capable of producing graphs without having to export to separate third party graphing software.
12. **Microsoft Office suite integration:** The ability to integrate fully-formatted report images in Microsoft Office applications (specifically Excel, Word, and PowerPoint) to enable integrated report updates and analysis with performance management application data from within Microsoft Office products.
13. **Multiple reporting output formats** including Excel, PDF, XML, HTML, and XBRL (eXtensible Business Reporting Language).

### ***2.2.3. User Interface***

1. **User-friendly, intuitive, and easy to learn interface** with option to use web browser, spreadsheet, or other vendor supplied user interface. The system must allow users to easily and intuitively navigate within dashboards, reports and data entry templates using hierarchical paths and navigational options.
2. **Performance management dashboards with standardized layouts:** Provides various ways to group related metrics, dashboards, and other objects on the screen, such as tabs, folders, tables, columns, and custom designs with the ability for system administrators to define and publish dashboard reports and views to authorized users based upon user or group security settings. Provides the ability to include links to other applications or documents via a centralized “home page”.
3. **Integration with Excel** including the option to use Excel as primary user interface: The option of using Excel as the user interface (which is a preference item for some users) and the ability to use Excel for viewing and creating reports, exporting data to Excel for offline analysis, and importing data from Excel based sources of data and analysis (e.g., supporting schedules, external data sources).
4. **Data Entry:** The system shall provide the ability to allow user to enter budget or forecast performance data and analysis - and actual data if necessary - manually via web-based data entry forms or Excel based templates.
5. **On-line documentation and instructions:** The system shall provide context sensitive on-line help on all user interface screens including the ability to create, distribute, and use vendor supplied and customized application specific instructions and documentation such as workflow procedures and online help screens.

### ***2.2.4 System Administration***

1. **Multiple site application administration:** The system shall provide the capability to define, configure, and manage data definitions and hierarchical structures (e.g. standardized chart of accounts, organizational roll up structures, and revenue categories), business rules, drivers, reports, key performance indicators, dashboards/scorecards, workflow procedures, and user interface screens at both the finance and hospital levels depending on application design and system

performance optimization requirements through a convenient, easy-to-use, application system administration interface.

2. **Centralized data repositories:** The system shall provide the ability to store all data, meta-data, business rules, drivers, and standardized reports including key performance indicators and dashboard/scorecard reports within a data repository that is administered centrally to facilitate system performance and response times to local requirements and optimal performance.
3. **Chart of accounts maintenance:** The ability to import a chart of accounts from another application (general ledger) such that the chart of accounts need not be manually recreated within the budgeting application, and account granularity and comparability can be held consistent among multiple applications.
4. **Electronic external data integration:** The system must have the ability to import and export data to and from applications including, the current hospital general ledger and data that comprises the expenditure analysis, Microsoft Office suite (Excel, Access, Word, and PowerPoint), and other databases. Periodic execution of data extraction, transformation, and loading operations can be scheduled from multiple source data systems to occur on a real-time, monthly, quarterly, semi-annual, or annual basis as needed. The system must also provide automatic data validation and error notifications to ensure all data is correctly loaded into the system via the data integration procedures.
5. **Data access security:** Ability to restrict access to view or edit specific data elements plus the ability to “lock down” submitted actual and forecast data with workflow processes to avoid data changes.
6. **Ease of formula building:** The building of calculations does not require technical programming skills, nor does it require extensive hands-on training and experience.
7. **Multiple organizational structures:** The ability to include multiple management and legal entity structures required to meet all statutory reporting requirements. Includes alternate hierarchies (dimensional hierarchies that differ between periods such as changes in organizational structures or departments) and ragged hierarchies (differences in level of granularity such as budgeting at higher level and including actuals that contain lower levels of detail).
8. **Workflow process modeling and real time status visibility and management:** Ability to define budgeting, consolidation, and analysis calendars, process steps or task lists, and requirements including the preparation, submission, and review/approval of data entry templates, standardized periodic reports, and variance reports to users, enable review and approval process requirements, and monitor workflow status with graphical reporting and alerting tools.
9. **Impacted application aggregation:** The built in intelligence and ability to limit recalculations and rollups to include only changes made to data to avoid unnecessary recalculations of the entire database.
10. **Establishment of valid ranges** for select budget/forecast line item input amounts on the input template.
11. **Usage Monitoring:** The system shall provide the ability to track and store system usage statistics that can be used to monitor adoption and use of system over time.
12. **Audit trails:** System creates and maintains registers to provide audit trail for all data, application, user rights, and process control modifications. Includes full audit trail for all metadata updates, data loads, and data validation and error reporting.
13. **Backup and Recovery:** The ability to schedule full and incremental backups of all business and configuration data used and managed by the system. The system shall allow backups with minimal interruption to users’ on-line access.

### **2.2.5. Technical Requirements**

- 1. Web or cloud-based solution:** True zero footprint application for all data entry and end user reporting and analysis functions.
- 2. Network access support:** The system shall be accessible for remote users via secure virtual private network (VPN) connectivity and/or a HTTPS alternative.
- 3. Multiple source data integration capabilities:** System must be able to map and extract data from multiple source systems including, but not limited to, general ledger, Microsoft Office suite (Excel, Access, Word, and PowerPoint), and other. Integration can be done via import/export mechanism, exchanging data and metadata via synchronization mechanism, or programmatically using ODBC interfaces. Periodic execution of data extraction, transformation, and loading operations can be scheduled from multiple source data systems to occur on a real-time, daily, hourly, daily, weekly, monthly, quarterly, semi-annual, or annual basis as needed. The system must also provide automatic data validation and error notifications to ensure all data is correctly loaded into the system via the data integration procedures.
- 4. Ability to roll up data input from disparate sources:** Input from hospitals, home health agencies, nursing homes, medical professionals, etc. need to roll into a single reporting summary with defined services and payer sources.
- 5. User Security:** Integrates with existing security system and supports Active Directory and LDAP security authentication standards to provide a single user security authentication and sign on. Centrally created and maintained user role and group based security to assign access and view/modify rights to specific cells, accounts, organizational units, objectives, metrics, initiatives, and other objects based on user or role/user group authorization levels. The system shall have the ability to lock users out after pre-defined number of failed access attempts, automatically deactivate inactive IDs after a system administrator-defined period of inactivity, and require security administrators to reset user identifications. In addition, the system shall have the ability to provide predefined security and audit log reports.
- 6. Automated data refreshes:** Immediate data recalculation upon entry or modification of budget, forecast or plan data with sub-second system response times.
- 7. Minimal IT support with no program customization required:** Requires nominal support from IT resources to maintain application and data integration once application has been developed and deployed.
- 8. Remote connectivity:** The system will allow “user friendly” fast/high speed remote user access using best available technology.
- 9. Adherence to SOA based Architecture:** The State is using the Oracle based Health Services Enterprise (HSE) platform to support other healthcare initiatives. It would be advantageous to utilize some or all of the HSE based platform, taking advantage of the Shared Services Components to deliver this solution. We encourage re-use of software and infrastructure investments already made by the State. General areas covered by the Oracle SOA based architecture are: Enterprise Service Bus; Data Integration/ETF; MDM (Master Data Management); Security; Consent Management; Business Intelligence/ Reporting; Rules Engine; Portal; Application Server; Database Management System; SOA governance Infrastructure; Case Management / Business Process Management; Transaction Monitoring / Logging; and Document Management.

## **3. PROJECT ORGANIZATION**

The State’s proposed work effort for this project will be divided into the following project phases: Initiation; Planning; Design and Development; Testing and Training; and Implementation/Deployment.

### 3.1. *Project Deliverables By Phase*

#### Project Initiation:

- Develop the project management plan which will establish and communicate the overall project organization and governance, project management control processes and serve as the guiding document for managing the project
- Determine the critical success factors to successfully complete the project, review all project deliverables and confirm initial project scope
- Identify project team roles and responsibilities, resource requirements; discuss and confirm project implementation strategy (conversion, configuration, reporting, testing, training, change management)
- Develop Project Charter

#### Project Planning:

- Business requirements and analysis
- Staffing plan and risk analysis
- Project governance
- Build initial project work plan/schedule with preliminary dates for key project milestones and estimated resource requirements
- Identify initial project risk factors and develop risk management plan
- Develop communication plan and schedule for project team meetings
- Define project status reporting requirements, processes and schedule
- Finalize Requirements

#### Project Design and Development:

- Strategy
- Data Governance Implementation
- Enterprise Architecture Governance
- Design Review
- Completed Design, Configuration and Development

#### Project Testing /Training:

- Define testing schedules and plans (identify knowledge transfer details and planning)
- Testing
- Training

#### Project Implementation / Deployment:

- Define acceptance and close out procedures
- Implementation
- Release plans
- Transfer of lessons learned
- Close out report

## 3.2 Project Timeline

*Through a phased implementation, GMCB expects to implement a feature-rich planning, budgeting & forecasting, and reporting system to meet the functional and technical requirements outlined in this document.*

| Phase | Scope   | Activity   | Target Completion |
|-------|---|--|-------------------|
| 1     | <b>Business Performance Management Solution Selection</b> | A. Comprehensive requirements identification, assessment and prioritization, KPI review  | Sept-Oct 2012     |
|       |   | B. RFP process   | Dec 2012          |
|       |   | C. Structured vendor solution evaluations  | Dec 2012          |
|       |   | D. Vendor proposal review and negotiation  | Jan 2013          |
| 2     | <b>Budgeting and Planning Application Development</b>     | A. Finalize critical process enhancements and application design requirements for new budgeting and planning application including input templates and identify potential users for hospitals and Expenditure Analysis     | Feb 2013          |
|       |   | B. Design, development, pilot testing, end user training, and rollout of budgeting, planning, and performance reporting application  | Mar 2013          |
|       |   | C. Final training for internal staff<br>D. Educate external (hospital users) to use new system in FY2014 budget process<br>E. Examine enhancements/data input and education plans for selected Expenditure Analysis users. | Mar-May 2013      |
| 3     | <b>Expansion of System</b>                                | A. Expansion of Expenditure Analysis<br>B. Examination of integration with providers<br>C. Examination of integration with payers (VCHURES and other data systems)   | 2014              |
|       |   | D. Connection to patient level reporting and analysis  | 2015              |

## 3.3 Project Management

The Contractor will provide a Project Manager (PM) who will be responsible for managing the project to keep it on budget, in scope, and on schedule. The Project Manager shall:

- Follow project management methodologies that are consistent with the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK) Guide; and
- Be responsible for ensuring that the minimum required project management deliverables and processes as defined by the Vermont Department of Information and Innovation's Enterprise Project Management Office (EPMO) are met. See links:
  - EPMO's project management minimum deliverables: <http://dii.vermont.gov/pm/pmtemplates#Paragraph6>
  - EPMO's standard project management processes: <http://dii.vermont.gov/pm/process>

The State will assign a PM and EPMO Oversight PM that will work cooperatively with the Contractor PM.

- The State PM is responsible for overseeing the Contractor's adherence to contract provisions and the agreed-to project plan, and to ensure appropriate resources are

allocated within the State to accomplish the agreed-to objectives. The State PM will be responsible to engage the project executive sponsors, as required, in the event of any problems or issues needing their intervention.

- The EPMO Oversight PM is responsible for verifying the adherence to EPMO project management deliverables and processes, monitoring the activities of the State and Vendor PM's as well as monitoring issues, risks and project triple constraints

## **4 INSTRUCTIONS TO BIDDERS**

**The Proposal Packet:** A proposal packet is the entire package of information sent by one bidder in response to this RFP. Each bidder may submit only one proposal packet. If a bidder sends multiple proposals for the same RFP, GMCB will reject all of the bidder's proposals. The proposal must include:

**Certification and Assurances:** One copy of the signed Certifications and Assurances, found in Appendix A, signed by a person authorized to bind your Company to a contract.

**References:** Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.

**Insurance certificate:** As part of the proposal packet the bidder must provide current certificates of insurance of which may or may not meet the minimum requirements as described in Attachment C of this document. Any questions a bidder may have concerning the necessary insurance coverage must be raised during the question and answer period set out in section 1.7 of this document. In the absence of a question, and upon contract negotiations, the apparently successful bidder must provide a certificate of insurance that meets the minimum coverage specified. .

**Letter of Submittal:** One letter of submittal signed by a person authorized to bind your organization to a contract. Your letter must include:

- Identifying information about your organization and any sub-contractors. Include the name of the organization, names, addresses, telephone numbers, and address of principal officers and project/program leader, and a description of the type of organization you operate.
- A detailed list of all materials and enclosures being sent in the proposal.
- Any other statements you wish to convey to the GMCB.
- Any alternative contract language you wish to propose. If alternate contract language is longer than one page, attach it to your letter in a separate document.

### ***4.1 Proposal Format***

- Use standard 8.5" x 11" white paper. Documents must be single-spaced and use not less than a twelve point font.
- Send five (5) identical printed copies of the proposal you are submitting by mail and include a computer file copy of the document on a CD using PDF as well as Microsoft Word in the proposal packet.
- State your organization's name on each page of your proposal and on any other information you are submitting.
- Write the proposal in the order given in Section 11 Exhibit A Technical Proposal.

## 4.2 *Delivery of Proposal*

Send five (5) hard copies and a CD of your proposal to:

**John McIntyre**, Purchasing Agent  
Office of Purchasing and Contracting  
10 Baldwin Street  
Montpelier, VT 05633

Your proposal, (all components including hard copies AND CD copy) whether mailed or hand delivered, must arrive at the Office of Purchasing and Contracting **by the date identified in Section 1.5 (Schedule of Events)**. Late responses shall not be accepted and shall automatically be disqualified from further consideration.

### ***Delivery Methods:***

- **U.S. MAIL:** Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure bids are received and time stamped by the Office of Purchasing & Contracting prior to the time of the bid opening.
- **EXPRESS DELIVERY:** If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box. Express delivery packages will not be considered received by the State until the express delivery package has been received and time stamped by the Office of Purchasing & Contracting.
- **HAND DELIVERY:** Hand carried bids shall be delivered to a representative of the Division prior to the bid opening.
- **ELECTRONIC:** Electronic bids will not be accepted.
- **FAX BIDS:** FAXED bids will not be accepted.

The Office of Purchasing & Contracting does not take responsibility for any problems in mail or delivery, either within or outside the Office of Purchasing & Contracting. Receipt by any other office or mailroom is not equivalent to receipt by the Office of Purchasing & Contracting.

## 4.3 *Facsimile Communication*

Faxed Bids: Faxed proposals will not be accepted.

## 4.4 ***BID OPENING***

The bid opening will be held at 10 Baldwin Street, Montpelier, VT and is open to the public. Typically, the Office of Purchasing & Contracting will open the bid, read the name and address of the bidder, and read the bid amount. Bid openings are open to members of the public. However, no further information pertaining to the bid will be available at that time other than the bid amount, name and address of the bidder. The Office of Purchasing & Contracting reserves the right to limit the information disclosed at the bid opening to the name and address of the bidder when, in its sole discretion, it is determined that the nature, type, or size of the bid is such that Office of Purchasing & Contracting cannot immediately (at the opening) establish that the bids are in compliance with the RFP. As such, there will be cases in which the bid amount will not be read at the bid opening. Bid results are a public record, however, the bid results are exempt from disclosure to the public until the award has been made and the contract is executed with the apparently successful bidder.

## 4.5 ***PUBLIC RECORD***

All bid proposals and submitted information connected to this RFP may be subject to disclosure under the State's access to public records law. The successful bidder's response

will become part of the official contract file. Once the contract is finalized, material associated with its negotiation is a matter of public record except for those materials that are specifically exempted under the law. One such exemption is information that constitutes a trade secret, is proprietary, or is confidential. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 V.S.A., Ch. 5 Sec. 317, the bidder shall clearly designate the material as such prior to bid submission.

The bidder must provide the State with an electronic version of their proposal with the 'proprietary and confidential' information redacted, if necessary. The bidder must identify on the original/complete version each page or section of the response that it believes is proprietary and confidential and provide a written explanation relating to each marked portion to justify the denial of a public record request should Office of Purchasing & Contracting receive such a request. The letter must address the proprietary or confidential nature of each marked section, provide the legal authority relied on, and explain the harm that would occur should the material be disclosed. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered and will be returned to the bidder.

All proposals shall become the property of Office of Purchasing & Contracting.

All public records of Office of Purchasing & Contracting may be disclosed, except that RFP records shall not be released until the Contractor and GMCB have executed the contract. At that time, the unsuccessful bidders may request a copy of their own score sheets as well as request to view the successful bidder's proposal at the Office of Purchasing & Contracting. The name of any bidder submitting a response shall also be a matter of public record. Other persons or organizations may also make a request at that time or at a later date.

Consistent with state law, the Office of Purchasing & Contracting will not disclose RFP records until execution of the contract(s). At that time, upon receipt of a public records request, information about the competitive procurement may be subject to disclosure. The Office of Purchasing & Contracting will review the submitted bids and related materials and consider whether those portions specifically marked by a bidder as falling within one of the exceptions of 1 V.S.A., Ch. 5 Sec. 317 are legally exempt. If in the Office of Purchasing & Contracting's judgment, pages or sections marked as proprietary or confidential are not proprietary or confidential, the Office of Purchasing & Contracting will contact the bidder to provide the bidder with an opportunity to prevent the disclosure of those marked portions of its bid.

#### ***4.6 COSTS OF PROPOSAL PREPARATION***

GMCB will not pay any bidder costs associated with preparing or presenting any proposal in response to this RFP.

#### ***4.7 RECEIPT OF INSUFFICIENT COMPETITIVE PROPOSALS***

If GMCB receives one or fewer responsive proposals as a result of this RFP, GMCB reserves the right to select the Contractor which best meets GMCB's needs. That Contractor will be selected by GMCB management. The Contractor selected need not be the sole bidder but will be required to document their ability to meet the requirements identified in this RFP. GMCB reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal or any part thereof. Failure of a bidder to respond to a request for additional information or clarification could result in rejection of that bidder's proposal.

#### ***4.8 NON-RESPONSIVE PROPOSALS/WAIVER OF MINOR IRREGULARITIES***

Read all instructions carefully. If you do not comply with any part of this RFP, GMCB may, at its sole option, reject your proposal as non-responsive. GMCB reserves the right to waive

minor irregularities contained in any proposal.

#### **4.9 RFP AMENDMENTS**

GMCB reserves the right to amend this RFP. GMCB or the Office of Purchasing and Contracting may for cause, change the date and or time of bid openings or issue an addendum. If a change is made, the State will make a reasonable effort to inform all bidders by posting at <http://bgs.vermont.gov/purchasing/bids>.

#### **4.10 Rejection RIGHTS**

GMCB may, at any time and at its sole discretion and without penalty, reject any and all proposals and issue no contract as a result of this RFP. Furthermore, a proposal may be rejected for one or more of the following reasons or for any other reason deemed to be in the best interest of the State:

- The failure of the bidder to adhere to one or more provisions established in this RFP.
- The failure of the bidder to submit required information in the format specified in this RFP.
- The failure of the bidder to adhere to generally accepted ethical and professional principles during the RFP process.

#### **4.11 AUTHORITY TO BIND GMCB**

The Chair or Executive Director of the Green Mountain Care Board are the only ones who may legally commit GMCB to any contract agreements.

#### **4.12 EXPECTATIONS OF THE SELECTED CONTRACTOR**

- The Contractor will be responsible for any and all travel expenses and not the State of Vermont.
- The Contractor's assigned Project Manager is not required to be on-site during the entire project; however, the Contractor should expect appropriate portions of project activities to occur on-site. A schedule of the Contractor's assigned Project Manager's on-site time is required to be presented for approval, to the State Project Manager within 14 days of Contract award. This schedule can be adjusted as needed by mutual agreement between State and Contractor.
- Programming or other technical work performed by the Contractor for the project may be done partially or entirely off-site. Contractor and its staff shall be available to the State during Eastern Standard Time business hours Monday through Friday, excluding State Holidays. State staff will be available to Contractor during Eastern Standard Time business hours Monday through Friday, excluding State Holidays. It is paramount that programming, testing and project communications shall not be slowed down due to work time differences.
- The State of Vermont has the right to hold invoice payment for deliverable retainage fees until final approval if noted in the signed contractual agreement.
- In the event of a natural disaster the Contractor will work with State staff on any extension of staff commitment and timelines until the work is completed.
- For meetings lasting longer than three hours the Contractor will provide reasonable accommodations.
- The Contractor shall keep current all living documents, such as project plans.

#### **4.13 Contract/Project Change Orders**

Once the fixed price contract has been signed, if there are any changes to the scope of work, a change order must be processed and signed off by the State before any additional work is authorized. The State and the selected Contractor will work together to outline a change control process which will be used to manage changes to the scope of work being performed. A management reserve or contingency will be built into the original contract to accommodate unexpected changes in project scope or deliverables. The amount of that reserve will be determined later.

#### **4.14 Required Project Policies, Guidelines and Methodologies**

The Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically (e.g., FISMA and HITECH). It is the responsibility of the Contractor to insure adherence and to remain abreast of new or revised Laws, regulations, policies, standards and guidelines affecting project execution. Agency specific confidentiality and privacy policies, such as Health Insurance Portability and Accountability Act (HIPAA) apply. These may include, but are not limited to:

- **The State's Information Technology Policies & Procedures at:** [http://dii.vermont.gov/Policy\\_Central](http://dii.vermont.gov/Policy_Central)
- **The State's Record Management Best Practice at:** <http://vermont-archives.org/records/standards/pdf/RecordsManagementBestPractice.pdf>
- **The State Information Security Best Practice Guideline at:** [http://vermont-archives.org/records/standards/pdf/InformationSecurityBestPractice\\_Eff.20090501.pdf](http://vermont-archives.org/records/standards/pdf/InformationSecurityBestPractice_Eff.20090501.pdf)
- **The State Digital Imaging Guidelines at** <http://vermont-archives.org/records/standards/pdf/ImagingGuideline2008.pdf>
- **The State File Formats Best Practice at** [http://vermont-archives.org/records/standards/pdf/FileFormatsBestPractice\\_Eff.20071201.pdf](http://vermont-archives.org/records/standards/pdf/FileFormatsBestPractice_Eff.20071201.pdf)
- **The State File Formats Guideline at** <http://vermont-archives.org/records/standards/pdf/FileFormatsGuideline2008.pdf>
- **The State Metadata Guideline at** <http://vermont-archives.org/records/standards/pdf/MetadataGuideline2008.pdf>

#### **4.15 Business Registration**

To be awarded a contract by the State of Vermont an offeror must be (except an individual doing business in his/her own name) registered with the Vermont Secretary of State's office <http://www.sec.state.vt.us/tutor/dobiz/forms/fcregist.htm> and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://www.state.vt.us/tax/pdf.word.excel/forms/business/s-1&instr.pdf>

## **5 Information from the Bidder**

### **5.1 RESPONSE - General**

Prospective contractors will submit proposals that clearly articulate their response in meeting the State's

goals as outlined in the Scope of Work and as defined in the Overview depicting the State's overall strategic objectives. .

## **5.2 RESPONSE EXPECTATION**

All respondents must present the following components in their proposal, in the following order:

- Transmittal Letter

- Executive Summary

- Overview of Relevant Experience and Corporate Health (financial stability)

- Staff Qualifications, highlighting the Project Manager and Technical Lead

- Technical Proposal, including:

  - Proposal Overview / Summary describing overall approach

  - Narrative that demonstrates an understanding of the requirements and how the vendor plans to address those requirements

  - Project Work Plan and Project Management Methodology (including a statement of work, identified deliverables, milestones, resources, performance metrics and measurement tools, risk analysis, and time line with review and approval points)

  - Approach to Risk Analysis and Recommendation Plan

  - Approach to Staffing Plan Analysis and Recommendation Plan

  - Approach to New Processes and/or Procedures Recommendations

  - Cost Proposal section

- All other required forms (See Appendix A)

- Additional, optional information chosen for inclusion by respondent

The GMCB requires the completion of professional documents which meet State procurement requirements, and which are clearly and comprehensively written by deadlines appropriate to meet the overall schedule. Documents must be quality checked, of sufficient detail to fulfill their purpose, and must be consistent with GMCB, and State technology plans, policies, and protocols.

Cost Proposal(s) should include both a spreadsheet or table format and a cost narrative that explains how costs were arrived at (direct costs, indirect or administrative costs, etc.). Any fee-for-service proposals must include estimated travel costs and hourly rates for all identified staff. In addition, if necessary the respondent should identify optional services (please list each separately with fixed cost and skill sets required or by deliverable that the State should consider as part of this engagement. Be clear about prices for additional deliverables that are proposed in the RFP response that may not have been specifically identified in this RFP cost proposal.

## **6 PROPOSAL REVIEW**

Each of the proposals will be reviewed by a Review Team of knowledgeable individuals to evaluate proposals. The team members will represent both the service area and central office if appropriate. All proposals will be reviewed for compliance with RFP procedural instructions. If the procedural instructions are not followed, the proposal shall be considered non-responsive. Non-responsive proposals will be eliminated from further evaluation.

### **6.1 *Quality OF BIDDER'S Experience – corporate Experience***

In this section detail your company's experience with the services requested in this RFP, including information on the following:

- A minimum of three (3) years corporate experience with similar recent projects within the past two (2) years.
- Demonstrated customer satisfaction with services in similar projects as stated on corporate reference.

The bidder must submit three relevant references with an explanation of their relevancy. Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include two contact names per referenced organization who can talk knowledgeably about overall performance (contact 1) and technical performance (contact 2).

## **6.2 BIDDER'S CAPACITY – STAFF QUALIFICATIONS**

In this section provide information regarding the capacity of your company to provide the services outlined in the RFP. Describe the qualifications of the staff (including any sub-contractors) you propose for this project. The vendor needs to ensure that for the core lead roles as identified below, there's an 'understudy' to continue forward progress with minimal disruption. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements.

**Project Manager:** The bidder must propose a Project Manager to coordinate project activities. The Project Manager will provide ongoing daily direction and oversight to the technical staff, communicate with the GMCB project staff including the State IT agency staff, and report progress and problems to the GMCB project owner. This individual must be a strong leader exhibiting clear communication, have the presence of mind to see the big picture and engage staff from all aspects of the project.

The Project Manager will coordinate all organizations involved in the project and ensure resource requirements are identified and addressed. The Project Manager sets priorities when choices of alternatives are required.

**Project Manager Qualifications:** A minimum of five (5) years demonstrated experience leading projects of similar size and complexity providing on-schedule and on-budget completion. Must manage schedule, scope, resources, risk, and communication.

**Technical Lead:** The bidder must propose one Technical Lead to oversee the intricate technical aspects of the project. This person will provide daily direction and guidance on the technical aspects (data, interface, protocol, configuration, etc.). This person will be a close partner with Vermont SOA team (and DII staff) providing knowledge transfer and collaboration on this work. This individual will also be responsible for providing any necessary diagrams or documentation for the State. This technical lead must have MDM expertise with a minimum of 3 years in such a role. Other projects the state has currently often are held up by non-availability of a specific individual resource.

Proposed technical lead must demonstrate a minimum of three (3) years of experience as technical lead in facilitating multi-disciplined business (program) and technical staff teams to analyze, document, and diagram technical analysis solutions as outlined in the RFP.

The bidder must submit three relevant references with an explanation of their relevancy and contact information for the individual providing the reference.

**Data Lead:** The bidder must propose one Data Lead to oversee the intricate data aspects of the project. This person will provide daily direction and guidance on the data aspects (what the sources of data are, how is data transmitted, how data is structured, formatted and converted, etc). This person will be a close partner with Vermont SOA team (and DII staff) providing

knowledge transfer and collaboration on working with data and the defining the Governance of using data. This individual will also be responsible for providing any necessary diagrams or documentation for the State. This technical lead must have data expertise with a minimum of 3 years in such a role.

Proposed technical lead must demonstrate a minimum of three (3) years experience as data lead in facilitating multi-disciplined business (program) and technical staff teams to analyze, document, and diagram technical analysis solutions as outlined in the RFP.

### ***6.3 Responsiveness to Specifications/Scope of Work scoring***

In this section detail your company's technical plan for addressing the Specifications/Scope of Work. This includes the plan, deliverables, training, etc. that are associated with the bidder meeting each of the State's requirements and meeting the overall goal of the State's BPMS efforts. The bidder must:

- Detail a clear approach to plan to address all identified requirements with clarity around timeline, tasks and who's responsible
- Demonstrated customer satisfaction with services in similar projects as stated on corporate reference.

## 6.4 SCORING

Each key focus area in the proposals will be scored by individual team members. Scoring is intended to clarify strengths and weaknesses of proposals relative to one another and to provide guidance to decision-makers. The sum of the scores of the members will become the proposal's final score.

| CRITERIA FOR SCORING  | Bidder's Score |
|---|----------------|
| <b>A. Quality of Bidder's Experience – Experience</b>   |                |
| A minimum of three years corporate experience with similar projects.<br>Experience with healthcare providers & insurers.  |                |
| Demonstrated customer satisfaction with services in similar projects.<br>Experience with healthcare providers & insurers.   |                |
| <b>B. Bidder's Capacity - Staff Qualifications</b>  |                |
| Project Manager's Qualifications  |                |
| A minimum of five (5) years experience in managing project schedule, scope, resources, risk, and communication.   |                |
| Technical Staff's Qualifications<br>Knowledge & understanding of healthcare industry financing.   |                |
| <b>C. Responsiveness to Specifications/Scope of Work</b>  |                |
| Degree to which the Technical Proposal adheres to all aspects of the bid requirement. <ul style="list-style-type: none"> <li>• Proposal Overview / Summary describing overall approach</li> <li>• Project Work Plan and Project Management Methodology</li> <li>• Narrative that demonstrates an understanding of how the BPMS fits into the strategic direction of GMCB &amp; State of Vermont</li> <li>• Approach to building and continued extending of BPMS and infrastructure</li> <li>• Risk Analysis and Recommendation Plan</li> <li>• Approach to BPMS Staffing Plan Analysis and Recommendation Plan</li> <li>• Approach to New Processes and/or Procedures Recommendations</li> </ul> Plus: contractor's understanding of work to be performed. This will be determined by the approach to the work and the time estimates to perform each activity. |                |
| <b>D. Cost</b>  |                |
| Cost proposal based on anticipated work effort for task areas. <ul style="list-style-type: none"> <li>• Describe costs associated with development of products.</li> <li>• Describe costs associated with implementation of products.</li> <li>• Describe costs for training.</li> <li>• Describe user fees by type of user.</li> <li>• Describe annual licensing or subscription fees.</li> <li>• Describe ongoing consulting services.</li> </ul>   |                |
| <b>TOTAL</b>  |                |
|   |                |

## **6.5 COMMUNICATIONS**

During the evaluation process the State may contact Bidders for the purpose of obtaining clarification of their response.

The GMCB may, at its sole discretion, re-score related evaluation factors for one or more Bidders after any interviews, presentations or software demonstrations.

## **6.6 SELECTION OF THE APPARENTLY SUCCESSFUL BIDDER**

The Review Team will evaluate the proposals based on responsiveness to RFP key points and forward the completed scoring tools and recommendation to the GMCB Executive Director or his/her designee for final review and determination of the Apparently Successful Bidder(s).

## **6.7 NOTIFICATION OF AWARD**

The Office of Contract & Purchasing will notify all bidders in writing of selection of the Apparently Successful Bidder(s). The Office of Contract & Purchasing will notify all bidders when the contract resulting from this RFP is signed by posting to the Electronic Bulletin Board (<http://www.vermontbidsystem.com>).

## **6.8 Independent Review**

Per Vermont statute, all information technology contracts with a value of \$500,000 or more must undergo an "independent review" by an uninvolved party who is engaged by the State Chief Information Officer to review the decision of the contracting agency in its selection of a particular information technology proposal. The cost of the independent review is borne by the State Sponsor Agency. This review includes the following elements:

- An acquisition cost assessment
- A technology architecture review
- An implementation plan assessment
- A cost/benefit analysis

# **7 CONTRACT DEVELOPMENT**

## **7.1 CONTRACT TERM**

It is anticipated that this RFP will result in a single contract to address the scope of work outline in later sections of this RFP. The period of performance for the work to be performed as a result of this RFP is anticipated to be a period from January, 2013 to December, 2014. GMCB has the option to continue to contract with the successful bidder pursuant to this RFP for up to two additional years.

The selected vendor(s) will sign a contract with the State to provide the items named in their responses, at the prices listed. Minimum support levels, terms, and conditions from this RFP, and most portions of the vendor's response will be in the contract. This contract will be subject to review throughout its term. The State will consider cancellation upon discovery that a vendor is in violation of any portion of the agreement, including an inability by the vendor to provide the products, support, and/or service offered in their response.

Vendors planning to submit a bid are advised of the following:

- The State of Vermont expects the vendor and their legal counsel to carefully review and be

prepared to be bound by the ***State and Agency Customary Contracting Provisions*** "Attachment C I n Appendix A.

- If the vendor wishes to propose an exception to any Standard State Provisions for Contracts and Grants, it must notify the State of Vermont in its response to the RFP. Failure to note exceptions will be deemed to be acceptance of the Standard State Provisions for Contracts and Grants as outlined in standard state contract attachments "Attachment C of the RFP. If exceptions are not noted in the 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 of Vermont.
- All contracts are subject to review and approval by the Attorney General and Secretary of Administration.
- Once awarded, the term of the Contract will be from the award date forward through the term stated in the contract. The State may renew this Contract for additional renewals, subject to and contingent upon the discretionary decision of the Vermont Legislature to appropriate funds for this Contract in each new fiscal year. The Agency may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of State of Vermont. The vendor should guarantee their rate offerings, over the term of the contract, are comparable to other customers of similar size and requirements. If offerings are rendered to a comparable customer which improve the pricing agreed to in the contract, the vendor agrees to apply those same discounts and offerings to the State of Vermont.
- The State of Vermont has no legal authority to indemnify a vendor and will not consider additional limitations of liability for the primary contract or subcontracts and this is not open to negotiation. Vendors who are not able to legally enter into a contract under these conditions should not submit a bid.

## **7.2 Contract Stipulations**

GMCB reserves the right to incorporate standard contract provisions which can be mutually agreed upon into any contract negotiated as a result of any proposal submitted in response to this RFP. These provisions may include such things as the normal day-to-day relationships with the vendor, but may not substantially alter the requirements of this RFP. Further, the successful vendor is to be aware that all material submitted in response to this RFP, as well as the RFP itself, may be incorporated as part of the final contract. The selected vendor will sign a contract with GMCB to provide the items named in their responses, at the prices listed. This contract will be subject to review throughout its term. GMCB will consider cancellation upon discovery that the selected vendor is in violation of any portion of the agreement, including an inability by the vendor to provide the products, support and/or service offered in their response. The state will hold back 10% of each deliverable payment as retainage. Upon completion of all deliverables to the satisfaction of the State, all retainage withheld will be paid to the bidder in full, subject to the terms and conditions of the contract.

## **7.3 REMITTANCE OF PAYMENT**

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

#### **7.4 Contract Acceptance**

If the Apparently Successful Bidder(s) refuses to sign the agreement within ten (10) business days of delivery, GMCB may cancel the selection and award to the next highest-ranked bidder(s).

#### **7.5 Specification Change**

Any changes or variations in the specifications must be received in writing from the Office of Purchasing & Contracting. Verbal instructions or written instructions from any other source are not to be considered.

#### **7.6 Amendments**

No changes, modifications, or amendments in the terms and conditions of any executed contract as a result of this RFP, shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Contractor.

#### **7.7 Non Collusion**

The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation.

#### **7.8 Performance Measures**

In accordance with current State of Vermont policy and procedures, the contract shall include vendor performance measures. The specific performance measures will be determined during the contract negotiation process.

#### **7.9 Acknowledgement of Terms**

A statement from the vendor and its legal counsel acknowledging all Customary State Contract Provisions and Purchasing and Contract Administration Terms and Conditions with any exceptions or additional provisions noted. (These will be considered when making an award).

#### **7.10 Software License and Maintenance Agreement Requirements**

The bidder shall provide –State of Vermont with a Contract or Agreement for any System licenses and maintenance support that is part of the proposed requirements. Failure to provide the license and maintenance agreements as part of the RFP response may result in rejection of the vendor's proposal.

As already noted, the State of Vermont has no legal authority to indemnify a vendor, and will not consider additional limitations of liability either for the primary contract or any related software agreement that the Vendor wishes the State to sign, and those issues are not negotiable. Vendors who are not able to legally enter into a contract under those conditions should not submit a bid.

## **8. SUBMISSION INSTRUCTIONS**

### ***Closing Date***

The closing date for the receipt of proposals is **December 19, 2012 at 4PM**. Bid must be delivered to:

***Office of Purchasing and Contracting  
10 Baldwin Street  
Montpelier, VT 05633***

Proposals or unsolicited amendments submitted after that time (i.e., after 4 PM EST) will not be accepted and will be returned to the vendor.

The bid opening will be held at State of Vermont, Office of Purchasing and Contracting, 10 Baldwin Street, Montpelier, VT 05633 and is open to the public.

### ***Sealed Bid Instructions***

REMEMBER!

**ALL NOTIFICATIONS, RELEASES AND AMENDMENTS WILL BE POSTED AT:  
<http://bgs.vermont.gov/purchasing/bids> THE STATE WILL MAKE NO ATTEMPT TO CONTACT  
VENDORS WITH UPDATED INFORMATION. IT WILL BE THE RESPONSIBILITY OF EACH VENDOR  
TO PERIODICALLY CHECK THIS SITE FOR THE LATEST DETAILS.**

**Appendix A Required General Forms**

**Business Performance Management System  
RFP1: BPMS RFP Submission Form**

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

Name of Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

\_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Fax Number: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Signature (Bid Not Valid Unless Signed)\*

(Type or Print)

\*Form must be signed by individual authorized to sign on the bidder's behalf.

DATE:

### CERTIFICATIONS AND ASSURANCES

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

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

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

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

# CERTIFICATE OF COMPLIANCE

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

**TAXES:** Pursuant to 32 V.S.A. § 3113, bidder hereby certifies, under the pains and penalties of perjury, that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due to the State of Vermont as of the date this statement is made. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes.

**INSURANCE:** Bidder certifies that the company/individual is in compliance with, or is prepared to comply with, the insurance requirements as detailed in Section 7 of Attachment C: Standard State Contract Provisions. Certificates of insurance must be provided prior to issuance of a contract and/or purchase order. If the certificate(s) of insurance is/are not received by the Office of Purchasing & Contracting within five (5) days of notification of award, the State of Vermont reserves the right to select another vendor. Please reference the RFP and/or RFQ # when submitting the certificate of insurance.

**CERTIFICATION FOR APPAREL, FOOTWEAR, AND TEXTILES (SWEATSHOP PROHIBITION):** Bidder certifies that the company/individual is in compliance with the requirements as detailed in Section 16 of Attachment D: Commodity Purchases Terms and Conditions. The contractor must provide certification from each supplier that meets the requirements of 29 V.S.A. §922(a) as well as a list of the names and addresses of each supplier, as required by 29 V.S.A. §922(b). Contractor certifies that if, at any time during the contract period, there are changes to the information in the certification or to the list of supplier the contractor will promptly inform the Commissioner of Buildings and General Services of such changes. The state reserves the right to ask for additional information and / or certifications any time during the contract period. Failure of the vendor to comply with any provision of this certification will be considered a default of the vendor's contract obligations.

**CONTRACT TERMS:** The undersigned hereby acknowledges and agrees to Attachment C: Standard State Contract Provisions and Attachment D: Commodity Purchases Terms and Conditions.

**TERMS OF SALE:** The undersigned agrees to furnish the products or services listed at the prices quoted. The Terms of Sales are Net 30 days from receipt of service or invoice, whichever is later. 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.

**FORM OF PAYMENT:** Would you accept the Visa Purchasing Card as a form of payment?  Yes  No

Insurance Certificate(s): Attached \_\_\_\_\_

Will provide upon notification of award \_\_\_\_\_

Delivery Offered: \_\_\_\_\_ days after notice of award

Terms of Sale: \_\_\_\_\_  
(If Discount)

Quotation Valid for: \_\_\_\_\_ days

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

Name of Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Fax Number: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

\_\_\_\_\_

E-Mail: \_\_\_\_\_

By: \_\_\_\_\_  
Signature (Bid Not Valid Unless Signed)

Name: \_\_\_\_\_  
(Type or Print)

---

All returned quotes and related documents must be identified with our request for quote number.

**WORKERS' COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT**

**Self Reporting  
Form 1 of 2**

**This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.**

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding \$250,000.00, requires bidders comply with the following provisions and requirements.

Bidder is required to self report the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification for worker's compensation. The state is requiring information on any violations that occurred in the previous 12 months.

| Summary of Detailed Information | Date of Notification | Outcome |
|---------------------------------|----------------------|---------|
|                                 |                      |         |
|                                 |                      |         |
|                                 |                      |         |
|                                 |                      |         |
|                                 |                      |         |
|                                 |                      |         |
|                                 |                      |         |
|                                 |                      |         |
|                                 |                      |         |

**WORKERS' COMPENSATION STATE CONTRACTS COMPLIANCE REQUIREMENT:** Bidder hereby certifies that the company/individual is in compliance with the requirements as detailed in Act 54, Section 32 of the Acts of 2009.

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

Name of Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

\_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Fax Number: \_\_\_\_\_

By: \_\_\_\_\_  
Signature (Bid Not Valid Unless Signed)\*

Name: \_\_\_\_\_  
(Type or Print)

\*Form must be signed by individual authorized to sign on the bidder's behalf.

**WORKERS' COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT**

**Subcontractor Reporting  
Form 2 of 2**

**This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.**

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding \$250,000.00 requires bidders to comply with the following provisions and requirements.

Bidder is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

| Subcontractor | Insured By |  | Subcontractor's Sub | Insured By |
|---------------|------------|--|---------------------|------------|
|               |            |  |                     |            |
|               |            |  |                     |            |
|               |            |  |                     |            |
|               |            |  |                     |            |
|               |            |  |                     |            |
|               |            |  |                     |            |
|               |            |  |                     |            |
|               |            |  |                     |            |
|               |            |  |                     |            |
|               |            |  |                     |            |

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

Name of Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

\_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Fax Number: \_\_\_\_\_

By: \_\_\_\_\_  
Signature (Bid Not Valid Unless Signed)\*

Name: \_\_\_\_\_  
(Type or Print)

\*Form must be signed by individual authorized to sign on the bidder's behalf.

**Attachment B: Offshore Outsourcing Questionnaire**

Vendors must indicate whether or not any services are or will be outsourced under the terms of any agreement with the State of Vermont. Indicate N/A if not applicable. This is required by the State of Vermont but cannot be used as an evaluation criterion under Federal Law.

**Services:**

| Proposed Service to be Outsourced | Bid Total or Contract Estimate | Represents what % of total Contract Dollars | Outsourced Dollars | Outsourced Work Location (Country) | Subcontractor |
|-----------------------------------|--------------------------------|---|--------------------|------------------------------------|---------------|
|                                   |                                |   |                    |                                    |               |
|                                   |                                |   |                    |                                    |               |
|                                   |                                |   |                    |                                    |               |

If any or all of the services are or will be outsourced offshore, Vendors are required to provide a cost estimate of what the cost would be to provide the same services onshore and/or in Vermont.

| Proposed Service to be Outsourced | Bid Total or Contract Estimate if provided Onshore | Bid Total or Contract Estimate if provided in Vermont | Cost Impact | Onshore Work Location | Subcontractor |
|-----------------------------------|--|---|-------------|-----------------------|---------------|
|                                   |  |   |             |                       |               |
|                                   |  |   |             |                       |               |
|                                   |  |   |             |                       |               |
|                                   |  |   |             |                       |               |

\_\_\_\_\_  
Name of Bidder:

\_\_\_\_\_  
Signature of Bidder:

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

**ATTACHMENT C  
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS**

1. **Entire Agreement.** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law.** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

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

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

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

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

**Workers Compensation:** With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

**General Liability and Property Damage:** With respect to all operations performed under the Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations  
Products and Completed Operations  
Personal Injury Liability  
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence  
\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$ 50,000 Fire/ Legal/Liability

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

**Automotive Liability:** The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

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

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

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

**9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, 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 granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

A single audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a single audit is required.

**10. Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

**11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

**12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**13. Taxes Due to the State:**

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

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

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

**16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

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

**18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

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: <http://bgs.vermont.gov/purchasing/debarment>

**19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

## **Attachment D: Commodity Purchases Terms and Conditions**

- 1. Statement of Rights:** The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor'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.
- 2. Responses:** Responses must be submitted on, or in accordance with, forms or format requirements provided by the Office of Purchasing & Contracting. Prices and all other information entered on the quote, except signature of vendor, should be typed or printed for legibility. ALL SUBMISSIONS MUST BE SIGNED.
- 3. Prices:** Unless otherwise stated, prices are net and no charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted. Prices quoted for printing are to include printing, binding, wrapping, and packaging. All prices are delivered F.O.B. destination, unless otherwise stated.
- 4. Taxes:** Most state purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The contractor agrees to pay all Vermont taxes which may be due as a result of this order. If taxes are to be applied to the purchase it will be so noted in the response.
- 5. Order of Precedence:** The order of precedence for documentation will be the State of Vermont Standard Contract Form and attachments, the bid document and any amendments, and the vendor's response and any amendments.
- 6. Substitution:** Unless otherwise stated, vendors may offer substitutes to items identified by a manufacturer's number or brand. When offering a substitution, vendor must describe any differences and provide technical information that will assist in the evaluation. After an award is made, substitutions are not acceptable unless authorized in writing by the Office of Purchasing & Contracting.
- 7. Specification Change:** Any changes or variations in the specifications must be received in writing from the Office of Purchasing & Contracting. Verbal instructions or written instructions from any other source are not to be considered.
- 8. Method of Award:** Awards will be made under the provisions of 29 V.S.A. § 903. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time during the first year of the contract if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given to resident bidders of the State and/or to products raised or manufactured in the State.
- 9. Default:** In case of default of the contractor, the State may procure the materials or supplies from other sources and hold the contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
- 10. Cancellation:** The State specifically reserves the right to cancel the contract or any portion thereof providing, in the opinion of its Commissioner of Buildings and General Services, the services or materials supplied by the contractor are not satisfactory or are not consistent with the terms of the contract.
- 11. Delivery:** Liability for product delivery remains with the contractor until the product is properly delivered and signed for in accordance with the Office of Purchasing & Contracting terms and conditions. Shipments shall be securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Such containers will remain the property of the State unless otherwise stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the contractor.
- 12. Invoicing:** All invoices are to be rendered by the Contractor on the vendor's standard bill-head and forwarded directly to the institution or agency ordering materials or services.
- 13. Non Collusion:** The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that

no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation.

**14. Amendments:** 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.

**15. Confidentiality:** The successful response will become part of the contract file and will become a matter of public record as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.

**16. Certification for apparel, footwear, and textiles (sweatshop prohibition):** Before commencing work on this contract, the contractor must provide certification from each supplier that meets the requirements of 29 V.S.A. §922(a) as well as a list of the names and addresses of each supplier, as required by 29 V.S.A. §922(b). Contractor certifies that if, at any time during the contract period, there are changes to the information in the certification or to the list of suppliers the contractor will promptly inform the Commissioner of Buildings and General Services of such changes.

# Standard GMCB Business Associate Agreement

## Attachment E BUSINESS ASSOCIATE AGREEMENT

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

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

The parties agree as follows:

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

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

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

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

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

2.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying contract with Covered Entity. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

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

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

4. **Safeguards.** Business Associate shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical

safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

**5. Documenting and Reporting Breaches.**

5.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI as soon as it (or any of its employees or agents) become aware of any such Breach, and in no case later than three (3) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.

5.2 Business Associate shall provide Covered Entity with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR §164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Business Associate shall continue to provide to Covered Entity information concerning the Breach as it becomes available to it.

5.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce does not pose a significant risk of harm to the affected individuals, it shall document its assessment of risk. Such assessment shall include: 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low risk of harm. When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity.

**6. Mitigation and Corrective Action.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity.

**7. Providing Notice of Breaches.**

7.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR §164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individuals whose PHI was the subject of the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.

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

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

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

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

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

9. **Access to PHI.** Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or as directed by Covered Entity to an Individual to meet the requirements under 45 CFR 164.524. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.
10. **Amendment of PHI.** Business Associate shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.
11. **Accounting of Disclosures.** Business Associate shall document disclosures of PHI and all information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate shall provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.
12. **Books and Records.** Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity upon Covered Entity's request in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.
13. **Termination.**
  - 13.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 17.7.
  - 13.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate this Contract without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate this Contract without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under this Contract, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.
14. **Return/Destruction of PHI.**
  - 14.1 Business Associate in connection with the expiration or termination of this Contract shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this Contract that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.
  - 14.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate

maintains such PHI.

**15. Penalties and Training.** Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by Covered Entity, Business Associate shall participate in training regarding the use, confidentiality, and security of PHI.

**16. Security Rule Obligations.** The following provisions of this Section apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

16.1 Business Associate shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.

16.2 Business Associate shall ensure that any agent (including a subcontractor) to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any agent without the prior written consent of Covered Entity.

16.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an agent, including a subcontractor). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than three (3) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

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

**17. Miscellaneous.**

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

17.2 Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.

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

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

17.5 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

17.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity under this Contract even if some of that information relates to specific services for which Business Associate may not be a "Business Associate" of Covered Entity under the Privacy Rule.

17.7 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the

expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

# **EXHIBIT A SPECIFICATIONS OF WORK TO BE PERFORMED**

## **1. CONTRACTOR RESPONSIBILITIES AND SCOPE OF WORK**

### **1.1. Contractor Responsibilities**

Contractor shall provide a detailed Plan of Operation that includes specified deliverables itemized by key services and tasks, time line and completion targets, and dedicated resources for completing each deliverable within the scope of work.

Contractor shall submit Progress Reports keyed to the Plan of Operations on a weekly basis and a final comprehensive summary upon completion of each deliverable under the scope of work.

On a regular basis and as requested by the State, Project Manager shall convene teleconferences at Contractor's expense with State staff and other participants identified by the State to discuss progress, challenges, delays and identify strategies to solve problems and meet objectives for contract deliverables.

The deliverables shall include:

#### **Requirements**

Assist the State in refining its functional and non-functional requirements based on the capabilities of the solution being proposed.

#### **Multiple site application administration**

Develop and maintain a system with capability to define, configure, and manage data definitions and hierarchical structures (e.g. standardized chart of accounts, organizational roll up structures, and revenue categories), business rules, drivers, reports, key performance indicators, dashboards/scorecards, workflow procedures, and user interface screens at both the finance and hospital levels depending on application design and system performance optimization requirements through a convenient, easy-to-use, application system administration interface

#### **Multiple organizational structure**

Develop and maintain a system to include multiple management and legal entity structures required to meet all statutory reporting requirements. Includes alternate hierarchies (dimensional hierarchies that differ between periods such as changes in organizational structures or departments) and ragged hierarchies (differences in level of granularity such as budgeting at higher level and including actuals that contain lower levels of detail).

#### **Centralized data repositories**

Develop and maintain a system with the ability to store all data, meta-data, business rules, drivers, and standardized reports including key performance indicators and dashboard/scorecard reports within a data repository that is administered centrally to facilitate system performance and response times to local requirements and optimal performance.

- Audit trails: System creates and maintains registers to provide audit trail for all data, application, user rights, and process control modifications. Includes full audit trail for all metadata updates, data loads, and data validation and error reporting.
- Backup and Recovery: The ability to schedule full and incremental backups of all business and configuration data used and managed by the system. The system shall allow backups with minimal interruption to users' on-line access.
- Establish and recommend the best means for loading historical EXCEL data for both the Hospital budget process and the Expenditure Analysis.
  - At least x number of years
  - Include at least 5 different versions for each year
  - Includes data from each tab on each of 14 different hospitals
  - Includes data from the annual Expenditure Analysis both providers and payers.

## **Chart of accounts maintenance**

Develop a system with the ability to import a chart of accounts from another application (general ledger) and/or help develop a formal chart of accounts from the existing input templates in order that account granularity and comparability can be held consistent among multiple applications.

## **Electronic external data integration**

Develop a system with the ability to import and export data to and from applications including, but not limited to the general ledger, Microsoft Office suite (Excel, Access, Word, and PowerPoint), and other databases. Periodic execution of data extraction, transformation, and loading operations can be scheduled from multiple source data systems to occur on a real-time, monthly, quarterly, semi-annual, or annual basis as needed. The system must also provide automatic data validation and error notifications to ensure all data is correctly loaded into the system via the data integration procedures.

**Data access security:** Ability to restrict access to view or edit specific data elements plus the ability to “lock down” submitted actual and forecast data with workflow processes to avoid data changes.

Identify available options for gathering and inputting data from various levels of users.

- Individual hospitals
- Internal GMCB users
- Other providers and payers

## **Workflow process modeling and real time status visibility and management**

Develop a workflow that considers the need to define budgeting, consolidation, and analysis calendars, process steps or task lists, and requirements including the preparation, submission, and review/approval of data entry templates, standardized periodic reports, and variance reports to users, enable review and approval process requirements, and monitor workflow status with graphical reporting and alerting tools.

## **Training for staff on how analysis and data navigation will work**

Staff will be included in actual development of data base input including:

- Techniques and methods for loading and extracting data,
- Review and reconciliation of data that has been loaded,
- Review and reconciliation of output reports and forms,
- Provide documentation and training scripts for external users

## **Training for staff on report writing development and logical sequencing**

- Staff will be included in actual development of logic and workflow steps:
- Techniques and methods for selecting key data for reports and dashboards,
- Review of built in navigation and reporting features for sense and reconciliation,
- Review and reconciliation of standard output reports and forms,

## **Development of standard outputs and templates Contractor will work with staff in development of selected outputs:**

- Budget input templates
- Profit and Loss statement
- Balance Sheet

In carrying out the duties of this contract, Contractor shall comply with all applicable State and federal laws regarding “Protected Health Information” as that term is defined by federal law and data use agreements authorizing Contractor access to data as required for the scope of work.

Contractor shall implement data security policies and procedures to minimize risk for unauthorized disclosures of “Protected Health Information” and other data subject to the provisions of data use agreements restricting access to authorized users for specified uses.

Contractor shall notify the State within one (1) business day about breaches in data security that resulted in unauthorized re-disclosure of “Protected Health Information” or data subject to restricted access provisions under data use agreements with the state, federal government, and other organizations that release data to the State.

Contractor shall work with a reasonable degree of flexibility with willingness to modify assumptions, approaches, methods, tools and analytical outputs to meet the needs of the State in a timely and responsive manner.

Contractor shall not sell the analyses, reports, and models populated with Vermont data generated under the scope of work in this contract.

Contractor and project staff shall be readily accessible by telephone and email to consult with the State in a timely and responsive manner.

Contractor shall identify challenges in meeting targeted completion dates and quality of work and actions being taken to remedy the identified challenges.

Contractor shall assign a Project Manager to oversee the work required under this contract. The Project Manager will be the primary contact for the State. Contractor shall notify the State immediately if this position is reassigned to another person and provide credentials that meet the requirements for the role of Project Manager.

At the conclusion of this contract, as directed by the State, Contractor shall return to the state all data in its possession or related to this contract and deliver to the State electronic versions of all analyses, reports and technical documentation describing methods and approaches developed under this contract in formats and applications required by the State.

The State shall own the data maintained in the data base regardless of how the data were transferred or inputted to the data base management system.

Before conclusion of this contract or in the event that the contract is terminated before the end date, Contractor shall develop and deploy a transition plan for continued operations to assist the State in extracting the source data from the data base.

Contractor shall cooperate with complete and timely transfer of the data and technical documentation as requested by the State.

STATE OF VERMONT Contract #:  
Standard Contract for Services  
Green Mountain Care Board and \_\_\_\_\_