pGc Paul Garstki Consulting

INDEPENDENT REVIEW

OF A PROPOSED

CUSTOMER RELATIONSHIP MANAGEMENT SYSTEM PROJECT

For the
STATE OF VERMONT
AGENCY OF DIGITAL SERVICES (ADS)
And the
AGENCY OF HUMAN SERVICES (AHS) DEPARTMENT OF DISABILITIES, AGING AND INDEPENDENT LIVING (DAIL) ADULT SERVICES DIVISION (ASD)

Submitted to the
State of Vermont, Office of the CIO
by:

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1 EXECUTIVE SUMMARY

Provide an introduction that includes a brief overview of the technology project and selected vendor(s) as well as any significant findings or conclusions. Ensure any significant findings or conclusions are supported by data in the report.

The Adult Services Division (ASD) of the Department for Disabilities, Aging, and Independent Living (DAIL) is responsible for a full array of long-term services and supports for older Vermonters and adults with physical disabilities. The primary focus is on managing Medicaid funded long-term services and supports and as well as services provided through the Older American's Act and Vermont's State Plan on Aging. ASD is proposing to implement a new and modern Customer Relationship Management System to meet current business needs, process flows and enable complete daily management of client programs for all stakeholders, replacing an obsolete and increasingly unsatisfactory existing system.

The new user-friendly system would assist ASD to better serve Older Vermonters and people with disabilities. The features and functionality of the system would assist with full case management, program eligibility, service authorization, quality oversight by meeting specific business practices and process flows. The system would support the storage of all artifacts of a client case, including large files. A user intuitive customer facing web input mechanism would enable Community Provider direct reporting for accountability. Staff would have secure access from any location to perform real-time case management with electronic availability of case documents.

The selected vendor, Brite Systems, Inc. of Indianapolis, IN, has a good track record of working on Vermont projects, including a similar project currently in implementation, and has received very positive reviews from contacted references.

The acquisition cost is reasonable for a project of this scope. Costs for primary vendor implementation services are appropriate and in line with current labor costs. Both vendor-provided and State-provided solution licensing costs are appropriate, as are costs for State and third-party personnel.

The solution would be hosted on the State's Salesforce platform, and the architecture is fully in line with the State's 5-year roadmap for DAIL data technology modernization. The implementation plan is reasonable and the timeline is do-able. There are some project risks in the timeline area, but we assess that the State has them well in hand.

In our assessment, the benefits of this project would significantly outweigh the costs. The intangible benefits expected by the state would measurably benefit the citizens served by the Division, improve compliance, and optimize business processes. There are no very good alternatives to this project beyond continuing to operate an increasingly obsolete and potentially non-compliant system.

The proposed solution is highly secure, resilient, and recoverable.

1.1 COST SUMMARY

Table 1 - Cost Summary

IT Activity Lifecycle (years):	**5**
Total Lifecycle Costs:	**$4,830,926.60**
Total Implementation Costs:	**$2,237,256.35**
New Average Annual Operating Costs:	**$518,734.05**
Current Annual Operating Costs	**$118,929.00**
Difference Between Current and New Operating Costs:	**$399,805.05**
Funding Source(s) and Percentage Breakdown if Multiple Sources:	**Procurement** **Federal: 50%** **State: 50%** **M&O** **Federal: 50%** **State: 50%**

1.2 DISPOSITION OF INDEPENDENT REVIEW DELIVERABLES

Table 2 - Disposition of Independent Review Deliverables

Deliverable	Highlights from the Review *Include explanations of any significant concerns*
Acquisition Cost Assessment	Total Acquisition cost, including vendor implementation and subscription, State-provided Salesforce licensing, State personnel, and third-party services totals **$2,237,256.35**.
Technology Architecture Review	The architecture is completely consistent with the State's shared platform model as envisioned in the ADS 5-year roadmap for DAIL. The approach uses best practices to accomplish the State's business needs. It would be modern, scalable, adaptable, and likely to address the business needs defined at the start of the procurement process. It would be built on established and high-performing platform services. It appears to be highly configurable, which would allow the State to make needed adjustments quickly, when State and/or federal laws and regulations require changes to process. Significantly, it would automate many currently manual processes. A very good Service level agreement protects the State and incentivizes the vendor.
Implementation Plan Assessment	The Preliminary Implementation Master Schedule (IMS) in the draft contract sets forth a 24-month schedule organized by milestones. The IMS defines each milestone in expanded detail sufficient to align contractor and State expectations. The sequencing reflects the proposed vendor's experience with similar implementations and familiarity with State preferences and practice. The Schedule is well-designed and appropriately mature for the current stage of the project. The implementation timetable is well-paced, and allocates adequate time for planning, discovery, modular implementation, testing, training, and deployment. The agile-driven implementation stages are given adequate time for the sprints to cycle and complete as they should. 24 months is enough for a brisk, but not risky, pace. We assess the implementation timetable to be realistic. As is usual in a modernization and replacement project of this size, there are some potential risks to the timeline, but the State is responding to them well.
Cost Analysis and Model for Benefit Analysis	**Tangible Cost: $4,236,281.60.** The tangible cost is in the implementation period and the operational period and represents the difference between the expected project cost and the hypothetical cost of continuing to use the existing system over the same period at existing rates. A

	modernization and replacement effort such as the present project will inevitably have a significant procurement cost as most often will have an increased M&O cost due to increased functionality, reliability, and flexibility. As described above in Section 5 Acquisition Cost Assessment, above, we assess those costs to be fair and reasonable. The benefits of this project would significantly outweigh the costs. The tangible cost is reasonable and was generally anticipated from the outset of the project and indeed from the development of the 5-year roadmap. The intangible benefits would measurably benefit the citizens served by the Division, improve compliance, and optimize business processes.
Impact Analysis on Net Operating Costs	Total project cost is $4,830,926.60, compared to the hypothetical cost of operating the existing system at current rates of $713,574.00. Federal Funding would cover 50% of project costs in both the implementation and operational stages. Total Project Cost $4,830,926.60 Federal Share of Cost $2,415,463.30 State Share of Cost $2,415,463.30
Analysis of Alternatives	Continuing to use the existing system instead of procuring a replacement would require renewing or restating a contract for a system that had been regularly renewed for about 20 years. To do so without a proper competitive procurement process would run afoul of current State best practice and preference. Furthermore, the existing system has been found to be increasingly unsatisfactory for reasons described elsewhere in this report. Continuing its use would, over time, very likely lead to ASD being unable to fulfill its mandate, maintain compliance, and properly serve the citizens of Vermont.
Security Assessment	Overall, the proposed solution is secure to the very high level expected of a health data system in an environment with many potential bad actors. It would be reliable, recoverable, well-monitored, and resilient. It would be securely hosted in an environment that meets all State preferences. Both State and vendor would be actively involved in system monitoring and data protection.

1.3 IDENTIFIED HIGH IMPACT &/OR HIGH LIKELIHOOD OF OCCURRENCE RISKS

NOTE: Throughout the narrative text of this document, risks and issues are identified by a red tag (**_RISK_ID# _0_**) that provides the Risk or Issue ID to reference the risk, response, and reference in the Risk Register. The following table lists the risks identified as having high impact and/or high likelihood (probability) of occurrence. Please see the **Risk & Issues Register, in Section 10**, for details.

Table 3 – Identified High Impact & High Likelihood of Occurrence Risks

Risk Description	RATING LIKELIHOOD / IMPACT	State's Planned Risk Response	Reviewer's Assessment of Planned Response
Scope increases: During Discovery sessions with Contractor Business Analyst additional business needs could be discovered as refinement or found to be needed to fully support the business need. As the solution is adapted to fit the Business needs, users may identify other features that could improve business functionality. As these are not a part of the original set of requirements, implementing them could result in an increase in cost and/or timeline length.	35 5 / 7	MITIGATION Understanding the limit of the budget and timeframe will be paramount to avoiding scope creep. There will be a review by the Steering Committee on any items that are changes to the scope for viability as well as cost and time impacts on the project. The Steering Committee will review any impacts on the project to make decisions on the items and any actions steps needed. Implementing a parking lot of items to be sought later should assist with managing this risk.	We agree that the CRMS will serve so many users and functions that this risk is more likely than it might be in other projects. The "parking lot" is a good idea, with the Steering Committee actively "triaging" suggestions
The State is working on implementing best practice standards for data modeling and features/functionality for the SOV Salesforce Organization. There have been issues in the past with users seeing other application information based on reuse-improper use of common data elements. If specific data that will be stored in the solution for the investigation cases were seen by users outside of DAIL, it would be a direct violation of PII, HIPAA and other regulations.	0 0/0	MITIGATION ADS is currently working on a new data model that will mitigate unauthorized access to data as specified and in accordance to business regulations. ADS is working with a Contractor to implement a strong set of standards and data modeling. Mitigation of this risk was handled in another solution implementation by having regular meetings between the Contractor and the SOV Salesforce Platform.	We spoke with the ADS Enterprise Architect on this matter and were reliably informed that The Enterprise Data Model as implemented is "*the most mature and most secure data model that we [the State] have.*" Consequently, we think the likelihood of this risk being realized is minimal, although the project team was right to identify it early on.

1.4 OTHER ISSUES

none

1.5 RECOMMENDATION

We recommend this project go forward as planned.

1.6 INDEPENDENT REVIEWER CERTIFICATION

I certify that this Independent Review Report is an independent and unbiased assessment of the proposed solution's acquisition costs, technical architecture, implementation plan, cost-benefit analysis, and impact on net operating costs, based on the information made available to me by the State.

DocuSigned by:
Paul Garstki
493B2479DEA04AE...

5/13/2024

Independent Reviewer Signature **Date**

1.7 REPORT ACCEPTANCE

The electronic signature below represent the acceptance of this document as the final completed Independent Review Report.

DocuSigned by:
Paul Pratt
793629E7EE37476...

5/14/2024

ADS Oversight Project Manager **Date**

DocuSigned by:
Denise Reilly-Hughes
6041A76735A7442...

5/20/2024

State of Vermont Chief Information Officer **Date**

2 SCOPE OF THIS INDEPENDENT REVIEW

2.1 IN-SCOPE

The scope of this document is fulfilling the requirements of Vermont Statute, Title 3, Chapter 056, §3303(d):

2.1.1 THE AGENCY SHALL OBTAIN INDEPENDENT EXPERT REVIEW OF ANY NEW INFORMATION TECHNOLOGY PROJECTS WITH A TOTAL COST OF $1,000,000.00 OR GREATER OR WHEN REQUIRED BY THE CHIEF INFORMATION OFFICER

2.1.2 THE INDEPENDENT REVIEW REPORT INCLUDES:

A. An acquisition cost assessment;
B. A technology architecture and standards review;
C. An implementation plan assessment;
D. A cost analysis and model for benefit analysis;
E. An analysis of alternatives;
F. An impact analysis on net operating costs for the Agency carrying out the activity; and
G. A security assessment.

2.2 OUT-OF-SCOPE

- A separate deliverable at additional cost as part of this Independent Review may be procurement negotiation advisory services at the State's request, but those services are not currently part of the deliverables in this report.

3 SOURCES OF INFORMATION

3.1 INDEPENDENT REVIEW PARTICIPANTS

Table 4 – Independent Review Participants

Name	Title	Role	Topic
Angela Smith-Dieng	Division Director	Business Sponsor	Overview, Business, History, Current System
Angela McMann	Aging & Disability Program Manager	Unit Director	Overview, Business, History, Current System
Rio Demers	System Administrator	Business Project Coordinator	Overview, Current System, IT
Heather Shaw	DAIL IT Manager		IT
Allison Loebs	DAIL IT Delegate Administrator		IT
Troy Morton	Agency of Digital Services Enterprise Architecture Services		Enterprise Architecture
Tela Torrey	Agency of Digital Services EPMO Project Manager		General Questions, Project Mgt., SPOC
Paul Pratt	Agency of Digital Services Deputy EPMO Director	Project Oversight	IR, Project Oversight

3.2 INDEPENDENT REVIEW DOCUMENTATION

The following documents were used in the process and preparation of this Independent Review

Table 5 – Independent Review Documents

Document	Source
Acronyms_List-All_DAIL-2024-02-22.pdf	State/AHS
ADDENDUM 1 02032023.pdf	State/AHS
AHS DAIL Adult Services Division CRMS RFP FINAL RFP.pdf	State/AHS
AHS-DAIL_ASD_CRMS-CostingBreakdown-UseFor_IT_ABC-AssocWith_v2-8.docx	State/AHS
AHS_DAIL_Adult_Services_Division_CRMS_IT_ABC-Rev2-v1-3_(FormDate_120722).pdf	State/AHS
ASD-CRMS_Project_Teams_Directory-v1-8.docx	State/AHS
ASD_Cost_Analysis-Salesforce-v2-8.xlsx	State/AHS
ASD_CRMS-Draft_Contract-Exh2-Functional+TechRequirements-v1-1.docx	State/AHS
ASD_CRMS-ProjectCharter_(v1-8)-DRAFT.docx	State/AHS
ASD_CRMS_Risk_Register-v1-0.xlsx	State/AHS
ASD_CRMS_Vendors_Presentation_Ratings-All_Ratings_Tabulation-2023-07-11.pdf	State/AHS
ASD_CRMS_Vendors_Proposal_Ratings-All_Ratings_Tabulation-2023-07-11.pdf	State/AHS
ASD_CRMS_Vendors_Trial_Eval_Ratings-All_Ratings_Tabulation-2023-07-11.pdf	State/AHS
Brite_Systems-DAIL_Customer_Relationship_Management_20230301.pdf	State/AHS
Brite_Systems_AHS-DAIL-Adult_Services_Division_CRM_Solution-Final-Draft_v2-0.docx	State/AHS
Colorado_DRCOG-BriteSystems_SOV_Vendor_Reference_Check-Compiled.pdf	State/AHS
CostBreakdown-NewToPrevious-UseFor_IT_ABC-AssocWith_v2-8-Analysis.xlsx	State/AHS
DAIL-ASD_State_Team_Members.docx	State/AHS
DAIL_Enterprise-5-Year_Roadmap_FINALv2.pdf	State/AHS
EPMO_Business_Term_Glossary-2024-02-22.pdf	State/AHS
Indiana_DCS-BriteSystems_SOV_Vendor_Reference_Check-Compiled.pdf	State/AHS
Please_DocuSign_AHS_DAIL_AdultServicesDivisi.pdf	State/AHS
SOV-DCF-BriteSystems_SOV_Vendor_Reference_Check-Compiled.pdf	State/AHS

4 PROJECT INFORMATION

4.1 HISTORICAL BACKGROUND

The Department of Disabilities, Aging, and Independent Living (DAIL) Adult Services Division (ASD) is currently executing its core business operations for case management by utilizing a third-party solution that does not meet all current business needs to enable complete daily management of client programs for all stakeholders. Intensive manual data entry, lack of quality reporting, lack of automation for updates to Medicaid Rate changes, update and creation of forms and assessments is limited and labor intensive, limitations on solution expansion to meet specific and growing business practices and process flows, no potential for integration with other Department and State solutions, interoperability with Provider systems, extensive support by DAIL Staff, nonconfigurable, unable to have active case artifact storage through external source referencing.

The State has employed the WellSky (wellsky.com) solution for close to 20 years. The system was initially satisfactory but became more challenging over the years in meeting all program needs as those needs have become increasingly complex as described above. As the latest contract was soon to expire, DAIL followed current State advice and best practice and decided to a Request for Proposals (RFP) for a replacement system.

Within the context of a 5-year technology roadmap that was developed by ADS for DAIL, ASD began the process of systematically and deeply analyzing its business processes in order to clearly delineate the functional requirements of a new system. By March of 2022, an initial IT Activity Business Case & Cost Analysis form (IT ABC Form) was approved, and a formal procurement process commenced.

A Request For Proposals (RFP) was issued in December of 2022 with a due date of March 1, 2023, setting out requirements including that a new system be hosted on the State's preferred Salesforce Case Management Architecture. 5 compliant proposals were received. (Wellsky chose not to submit a proposal.) These were reviewed and scored by a proposal review team according to the metrics defined in the RFP. Of those 5, 3 were selected as semi-finalists and invited to conduct a presentation/demonstration for the State. These were scored accordingly, and 2 finalists were asked to present evaluation sessions on the proposed software for the benefit of the State. Both systems received high scores, but the highest score was that of the selected vendor, Brite Systems, Inc. (Brite) of Indianapolis, Indiana.

4.2 PROJECT GOAL

Modernize the existing system by moving the required functionality to the State's Salesforce platform for a system to administer various client-based programs.

4.3 PROJECT SCOPE

4.3.1 IN-SCOPE

Table 6 – Project In-Scope

#	Category
1	Case Management System; Intake, Screening, Service Authorizations, Closeout, Legal (Appeals, Reviews), Reporting.
2	Web-based Community Partners Portal; Web-based application for the Community Partners to submit required data and obtain authorizations to easily transition services for Vermonters and required data reporting.
3	Data Conversion and Migration of all data and artifacts (e.g., documents, pictures) from current system to new.
4	Life-cycle Process: Business Analysis, Procurement, Design, Development, Implementation, Testing and Acceptance, Closure.
5	Integration with Microsoft Outlook.
6	Document Management for all Case artifacts in approved Microsoft Azure Secure Cloud Storage (Azure Blob), solutions will be interconnected.
7	System to System integration with available Department, Agency and State systems for enhanced business process flows, eligibility determinations and reporting needs.

4.3.2 OUT-OF-SCOPE

Table 7 – Project Out-of-Scope

#	Item or Category
1	Changes to the statutes governing Adult Services Division.
2	Changes to users' machines (desktops, laptops, etc.)

4.3.3 MAJOR DELIVERABLES

Table 8 – Major Deliverables

Services	Deliverable
Conduct a prerequisite inventory	**Formal inventory of existing process documents, requirements, and system technical items.**
Perform requirements analysis	**Detailed requirements analysis and To-Be Process Documents using Microsoft Office products (Word, Excel, Project, Visio, etc.), and Adobe PDF, or other formats acceptable to the State.**
Develop and deliver a “roadmap” for all additional project phases	**Roadmap (Aggregation of inventory and requirements analysis) and Implementation Plan.**
Perform Implementation	**New System Implemented**
Perform Maintenance and Operations	**Continual Maintenance and Operations**

4.4 PROJECT PHASES, MILESTONES, AND SCHEDULE

.

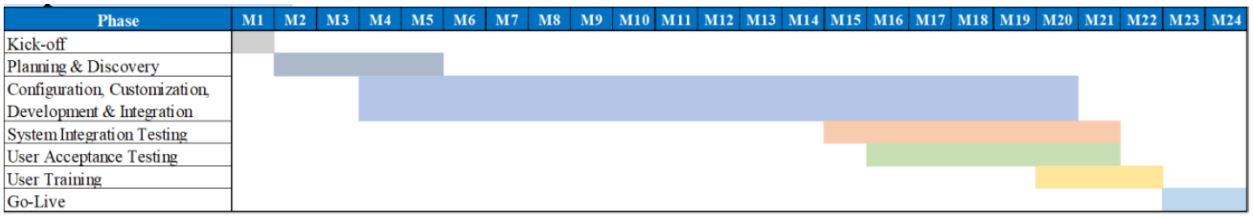


Table 9 – Project Phases, Milestones, and Schedule

Phase	Duration
Kick-off	1 month
Planning and Discovery	4 months
Configuration, Customization, Development, and Integration	17 months
System Integration Testing	7 months
User Training	3 months
User Acceptance Testing	6 months
Development Complete & Go-Live	2 months

5 ACQUISITION COST ASSESSMENT

Table 10 – Acquisition Costs

Acquisition Costs	Cost	Comments
Hardware Costs	**$0.00**	No hardware costs to State
Software Costs	**$283,772.00**	Primary vendor implementation license + State-provided licensing (Salesforce) cost
Implementation Services	**$1,620,199.35**	To Primary Vendor
State Personnel	**$315,516.00**	See attach. 3, Cost Spreadsheet
Professional Services (e.g. Project Management, Technical, Training, etc.)	**$17,769.00**	Independent Review
Total Acquisition Costs	**$2,237,256.35**	

5.1 COST VALIDATION:

Describe how you validated the Acquisition Costs.

- Primary vendor implementation services and software costs are as agreed in the draft contract
- The following items generated figures entered in the current draft revised IT ABC Form (not yet approved):
  - State-provided licensing calculated by State using prices in current contracts in quantities provided by the primary vendor.
  - State-personnel costs calculated by State using work hours estimates confirmed by relevant State personnel and standardized State labor rates
- Independent Review cost as contractually agreed

5.2 COST COMPARISON:

How do the above Acquisition Costs compare with others who have purchased similar solutions (i.e., is the State paying more, less or about the same)?

To estimate comparable costs, we used the Project Team Staffing Plan table from the proposed vendor's proposal, which includes personnel titles and full-time-equivalent (FTE) requirements. For each of these titles we found an average reported salary in the proposed vendor's location (Indianapolis, IN) via Indeed.com. In most cases we found an exact matching title, and in some cases we found what we felt was the nearest equivalent title.

We multiplied each average salary by the FTE in the proposed vendor's plan. We took the sum of the resulting figures (which would represent 12 months of cost) and multiplied by 2 (to represent the 24 months of implementation). We compared the result to the implementation costs (not including application subscription costs) from the draft contract. This gave us a percent difference:

TITLE	FTE	AVG. SALARY	SALARY * FTE
Project Manager	1.00	$101,144.00	$101,144.00
Business Analyst	1.00	$54,798.00	$54,798.00
Solution Architect	1.00	$120,475.00	$120,475.00
Salesforce Lead Developer	1.00	$104,929.00	$104,929.00
Salesforce Developer	2.00	$80,265.00	$160,530.00
Salesforce Administrator	2.00	$89,141.00	$178,282.00
MuleSoft Integration Specialist	1.00	$120,475.00	$120,475.00
Tester	2.00	$101,272.00	$202,544.00
	TOTAL SALARIES * FTE (12 mo.)		**$1,043,177.00**
	TOTAL SALARIES * FTE (24 mo.)		**$2,086,354.00**
	IMPLEMENTATION COSTS		**$1,620,199.35**
	PERCENT SAVINGS		**22.34%**

From this method, we conclude as a rough estimation that the State is paying about **22% less** for 24 months of implementation services than the total salaries an employer in the proposed vendor's location would pay for equivalent employees.

Note: On one hand, a vendor is likely in a proposal staffing plan to over-estimate FTE needed for an implementation, so as not to be caught short-handed, which in turn would decrease the differential. On the other hand, a real employer's cost would include a fully-loaded labor rate rather than a salary, which would increase the differential. The above rough estimate strikes a balance.

5.3 COST ASSESSMENT:

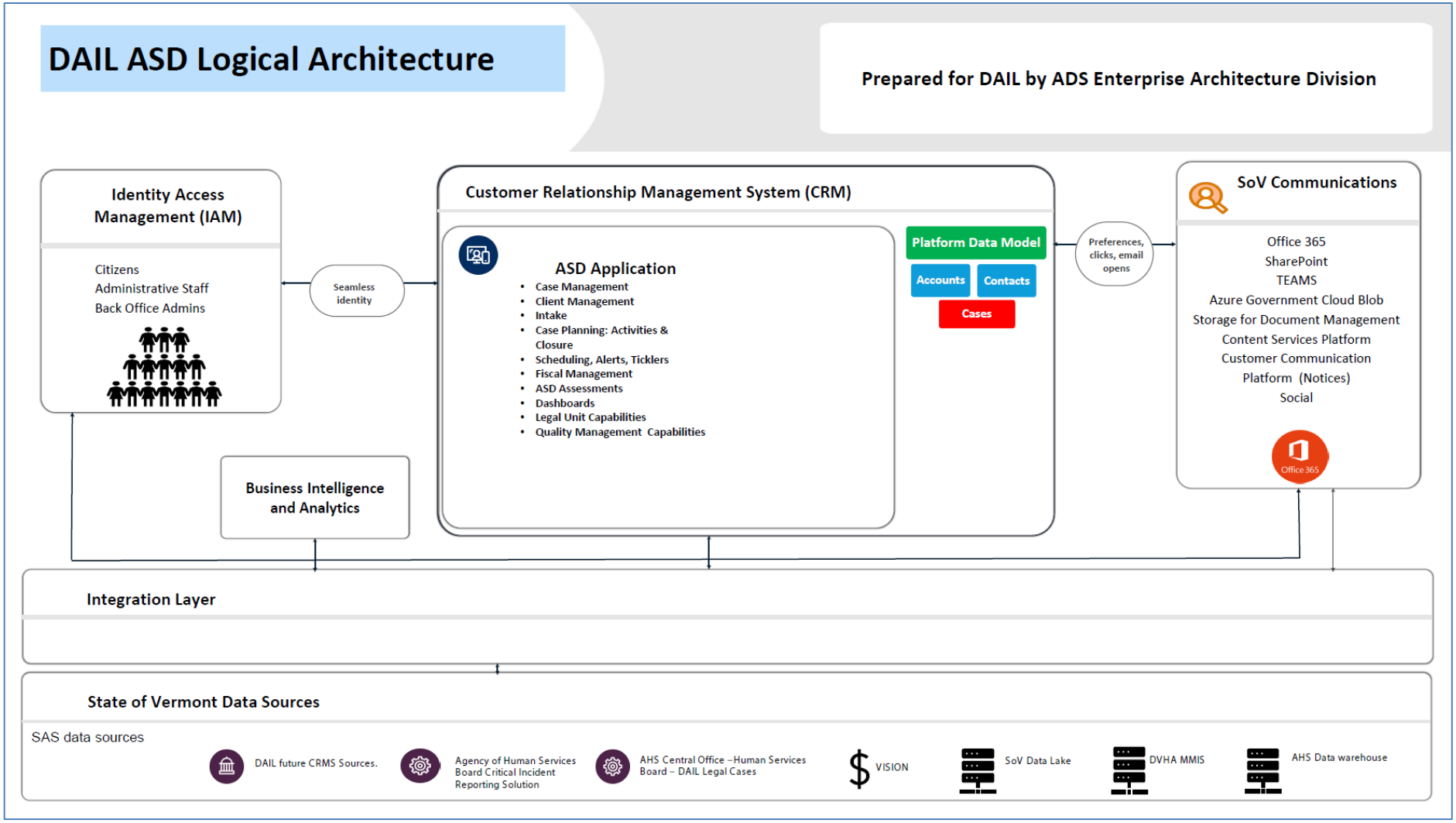
Are the Acquisition Costs valid and appropriate in your professional opinion? List any concerns or issues with the costs.

Yes, the costs are appropriately accounted for and estimates are likely to be reasonably accurate. Primary vendor service costs are in line with labor costs in the primary vendor's location.

Additional Comments on Acquisition Costs:

None

6 TECHNOLOGY ARCHITECTURE REVIEW



The selected vendor proposes Enlite, a Salesforce Independent Software Vendor (ISV) solution built with a Service Cloud configuration. Enlite is a secure, scalable platform for managing all relationships and interactions. It would be built and hosted on the State's Salesforce Platform using the integrated Salesforce Lightning Platform for implementation to provide a single, shared infrastructure, one code base, one platform that is all centrally managed, with platform-based Application Programming Interfaces (APIs) to support all integration traffic. Salesforce is designed to seamlessly scale from one user to millions of users without the State having to do anything differently.

In the diagram, the box labeled "State of Vermont Salesforce Vermont1 (VT1)" represents the proposed application on the Salesforce platform in the State's VT1 Salesforce org. The box labeled "ASD Application" lists the primary functions of the application.

Salesforce is a cloud platform and hence all the data stored in Salesforce is stored in the cloud. All data is stored at multiple locations for easy accessibility and backup purposes which means that each record that is created in Salesforce is stored at multiple data centers. Salesforce uses infrastructure provided by Amazon Web Services, Inc. (AWS), a familiar platform and one that is often favored by the State.

The remainder of the diagram illustrates the way that housing the application in the Salesforce org would increase the efficiency of the State's enterprise system by sharing common resources to accomplish the aims of the application. The Mulesoft integration system, for example, allows data integration between any number of disparate sources and applications. The Enlite application would only need an Application Programming Interface (API) between the application and Mulesoft, with Mulesoft having connections to all the appropriate applications. This greatly reduces the number of APIs needed by the enterprise and makes maintenance and implementation of interfaces more orderly.

Document management for case artifacts would be accomplished via Microsoft Azure Secure Cloud Storage (Azure Blob). Authentication and authorization to access SOV Salesforce applications would be controlled by Okta.

The application as it would be implemented conforms to a 5-year roadmap to consolidate information and workflow applications in several AHS divisions so that, when appropriate and allowed by State and federal law, these applications can share the relevant data from the records of individuals served, potentially improving the efficiency and efficacy of the services provided by the State. The green rectangle labeled "Platform Data Model," along with the colored rectangles below it, represent the State's data model which stores the information from all these related applications in a data structure which can relate that data where appropriate and allowed by law.

ASSESSMENT

The architecture is completely consistent with the State's shared platform model as envisioned in the ADS 5-year roadmap for DAIL. The approach uses best practices to accomplish the State's business needs. It would be modern, scalable, adaptable, and likely to address the business needs defined at the start of the procurement process. It would be built on established and high-performing platform services. It appears to be highly configurable, which would allow the State to make needed adjustments

quickly, when State and/or federal laws and regulations require changes to process. Significantly, it would automate many currently manual processes.

The ASD project team identified a couple of risks early in the procurement phase.

Of **_RISK_ID# _R4_**, The team wrote, "The State is working on implementing best practice standards for data modeling and features/functionality for the SOV Salesforce Organization. There have been issues in the past with users seeing other application information based on reuse-improper use of common data elements. If specific data that will be stored in the solution for the investigation cases were seen by users outside of DAIL, it would be a direct violation of PII, HIPAA and other regulations." The State chose to mitigate that risk and wrote "ADS is currently working on a new data model that will mitigate unauthorized access to data as specified and in accordance to business regulations. ADS is working with a Contractor to implement a strong set of standards and data modeling. Mitigation of this risk was handled in another solution implementation by having regular meetings between the Contractor and the SOV Salesforce Platform." We spoke with the ADS Enterprise Architect on this matter and were reliably informed that The Enterprise Data Model as implemented is "*the most mature and most secure data model that we [the State] have.*" Consequently, we think the likelihood of this risk being realized is minimal, although the project team was right to identify it early on.

Relatedly, in **_RISK_ID# _R5_**, the project team wrote, "The current resources for the Salesforce Platform Team and Enterprise Architecture Services fluctuates which impacts availability of resources and new staff may not have a high-level of knowledge for the Salesforce Platform and Architecture Services for a Project. There is a potential challenge to the availability of ADS solution resources and expertise. This could impact the project by slowing some processes as higher-level reviews will be required to ensure accurate information and processes are done." The team saw this as a contingency and wrote, "This will be a monitored Risk throughout the project. Currently resources are being provided for the procurement phase of the project." A discussion with the project ADS technical team strongly supports our impression that ADS has significantly increased the depth and breadth of the Salesforce team to the point that we assess the likelihood of the risk being realized is minimal.

6.1 STATE'S ENTERPRISE ARCHITECTURE GUIDING PRINCIPLES

6.1.1 A. ASSESS HOW WELL THE TECHNOLOGY SOLUTION ALIGNS WITH THE BUSINESS DIRECTION

The proposed solution would very likely resolve the limitations the State experiences with the existing system. It would automate existing manual processes and reduce reliance on productivity applications which are insufficiently secure and not broadly integrated. It would improve interoperability with providers' systems. Forms and assessments would be much easier to create and update, while the quality of reporting would improve. Compliance with changing State and federal requirements could be much timelier.

6.1.2 B. ASSESS HOW WELL THE TECHNOLOGY SOLUTION MAXIMIZES BENEFITS FOR THE STATE

ASD manages or provides oversight for a large array of Long-Term Services and Supports funded through both State and Federal funds that impact thousands of Vermont citizens. The proposed solution has the potential to improve the management, delivery, and timeliness of those services, improving the quality of life for those citizens.

6.1.3 C. ASSESS HOW WELL THE INFORMATION ARCHITECTURE OF THE TECHNOLOGY SOLUTION ADHERES TO THE PRINCIPLE OF INFORMATION IS AN ASSET

Like CRM systems in general, the proposed solution collects, stores, organizes, and helps analyze information about service needs and delivery to individuals, increasing the value of that data for the State – and for the individuals served.

6.1.4 D. ASSESS IF THE TECHNOLOGY SOLUTION WILL OPTIMIZE PROCESS

The limitations of the existing system led to business process obstructions such as manual data re-entry, case-by-case manual rate changes when the existing vendor cannot deliver updates in a timely manner, and potential compliance problems. The proposed solution addresses these and other limitations, potentially increasing the efficiency and effectiveness of ASD operations.

6.1.5 E. ASSESS HOW WELL THE TECHNOLOGY SOLUTION SUPPORTS RESILIENCE-DRIVEN SECURITY.

Please see Section 11, Security Assessment, *below*.

6.2 SUSTAINABILITY

The proposed solution is a pure SaaS/PaaS implementation. No new additional hardware is required to use the system. The use of open architecture and the Salesforce environment reduces the State's reliance on a single vendor and reliance on proprietary systems. Taken together, these characteristics ensure long-term sustainability, as the State has minimal capital investment and maximum flexibility should its needs change in the future.

6.3 HOW DOES THE SOLUTION COMPLY WITH THE ADS STRATEGIC GOALS ENUMERATED IN THE AGENCY OF DIGITAL SERVICES STRATEGIC PLAN 2022-2026?

6.3.1 IT MODERNIZATION

The proposed solution addresses the numerous limitations and frustrations arising from an obsolete system. It would be state-of-the-art, and modern in function and presentation. The State has a very high

confidence in the reliability of the Salesforce platform, along with experienced administrators for the same.

6.3.2 CYBERSECURITY & DATA PRIVACY

Please see Section 11, Security Assessment, *below*.

6.3.3 VERMONTER EXPERIENCE

Thousands of Vermonters experience the State's performance through the delivery of ASD services by independent providers. The proposed solution updates and improves the tools these providers use to interact with the State and enhances the State's ability to manage and oversee those interactions.

6.3.4 FINANCIAL TRANSPARENCY

This project meets most of the top-level aims of this strategy:

- It reduces the number of applications by replacing obsolete systems and integrating data from those in the new solution.
- It consolidates systems through use of the shared Salesforce platform.
- In preparation for this project and related DAIL projects, a 5-year technology roadmap was developed by ADS.
- Salesforce is considered to be a highly secure system.

6.4 COMPLIANCE WITH THE SECTION 508 AMENDMENT TO THE REHABILITATION ACT OF 1973, AS AMENDED IN 1998

Vermont.gov has adopted Section 508 and W3C Web Accessibility Initiative standards and guidelines as the benchmark to meet the objectives of the Universal Accessibility for State Web sites policy. The Access Board (the federal board assigned to create Section 508 standards) used the W3C Web Accessibility Initiative guidelines as the benchmark for developing their standards.[1]

Salesforce, Inc. maintains a strong and continuing accessibility program[2] and produces Accessibility Conformance Reports (ACRs) for all its products.[3] As a result, the Salesforce platform, including Lightning development, has extensive accessibility capabilities. Although in their proposal the vendor did not specify how they uses these capabilities, an entire phase of the implementation is devoted to accessibility, and we have no concerns in this regard.

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[1] https://www.vermont.gov/policies/accessibility, accessed December 20, 2022

[2] https://www.salesforce.com/company/accessibility/overview/

[3] https://www.salesforce.com/blog/accessibility-compliance-equality/

6.5 DISASTER RECOVERY

The proposed vendor lists standard recovery times as:

- Recovery Point Objective (RPO) – 4 Hours
- Recovery Time Objective (RTO) – 12 Hours

The draft contract terms include:

- The State's agreement with Salesforce for Disaster Recovery plan will be implemented for the Salesforce Platform for the State.
- The contractor is responsible for restoring its solution to full functionality after Salesforce restoration

6.6 DATA RETENTION

Contractually, the proposed system must comply with State and Federal data retention rules which are subject to change; a minimum of 10 years of case data is always required within the solution. This requirement occurs multiple times in the proposed contract, to ensure that it applies to all relevant functional requirement definitions.

6.7 SERVICE LEVEL AGREEMENT

6.7.1 WHAT ARE THE POST IMPLEMENTATION SERVICES AND SERVICE LEVELS REQUIRED BY THE STATE?

The Service Level Agreement (SLA) in the draft contract covers 5 main areas. (Details are omitted below in the interest of brevity):

A. System Availability
- commercially reasonable efforts to make the Solution available 24x7x365
- 99.9% uptime

B. Performance Problems
- Salesforce Organization
    - Solution will be hosted on the State's Salesforce Organization, and State's Salesforce platform Service Level Agreement will be enforced for the Salesforce platform. State of Vermont has a Service Level Agreement with Salesforce that will be monitored as part of the overall availability of the Solution
    - Contractor will use commercially reasonable efforts to determine whether the source of the Performance Problems is limited to the Contractor Solution or whether the Performance Problems arise from Salesforce, the State equipment or connection to the Internet or a combination of these items

- Contractor Solution Performance Problems

C. System Incident and Resolution Times

Severity Level	Incident Classification	Response Time *, **	Resolution Time *, **
Level 1 – Critical	Critical production issue affecting all users, including system unavailability and data integrity issues with no workaround available.	1 Hour.*	Resolution Time: 1-2 Hours.*
Level 2 – Urgent	Major functionality is impacted, or significant performance degradation is experienced. The issue is persistent and affects many users and/or major functionality. No reasonable workaround was available. It also includes time-sensitive requests such as requests for feature activation or data export.	2 Hours.*	Resolution Time: 1 Business Day.*
Level 3 – High	System performance issues or bugs affecting some but not all users. A short-term workaround is available, but not scalable.	4 Hours.**	Resolution Time: 2 Business Days.**
Level 4 – Medium	Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation, or configuration; bug affecting a small number of users. A reasonable workaround is available.	8 Hours.**	Resolution Time: The resolution required in five (5) business days.**

** 24/7 Severity 1 and 2 coverage includes weekends and holidays.*

*** Severity 3 and 4 target response times include local business hours 8 am to 5 pm (EST) only and exclude weekends and holidays.*

D. Solution Upgrades Support

- Contractor's subscription service
- Contractor's Enlite platform

- Salesforce Release Maintenance and Contractor Support

E. Disaster Recovery

- Salesforce Disaster Recovery Plan
- Contractor Solution Disaster Recovery Plan

In the draft contract, all of the above are expanded comprehensively, terms are defined, and targets are set. Each target has appropriately and fairly defined remediation due the State in the event a target is missed. The remediation is in the form of service credits, and the determination and method of distribution of the service credits is clearly set out.

6.7.2 IS THE VENDOR PROPOSED SERVICE LEVEL AGREEMENT ADEQUATE TO MEET THOSE NEEDS IN YOUR JUDGMENT?

Yes. The SLA is very well crafted. It protects the State and incentivizes the vendor. It is important to note that, since the solution would be hosted on the *State's* Salesforce platform, two major SLA's are applicable to this solution: the SLA with the proposed vendor as set forth in the draft contract, and the State's SLA with Salesforce (not in the scope of this review). The draft contract SLA defines that overlap explicitly and clearly and defines both the State and proposed vendor's responsibilities in monitoring Salesforce performance and cooperating with the State in ensuring performance.

6.8 SYSTEM INTEGRATION

6.8.1 IS THE DATA EXPORT REPORTING CAPABILITY OF THE PROPOSED SOLUTION CONSUMABLE BY THE STATE?

Yes. The proposed solutions is natively capable of generating greatly improved reports, configurable by the business.

6.8.2 WHAT DATA IS EXCHANGED AND WHAT SYSTEMS (STATE AND NON-STATE) WILL THE SOLUTION INTEGRATE/INTERFACE WITH?

The proposed solution employs APIs to interface with Mulesoft (part of the State's Salesforce platform) which in turn can interface with any number of data sources and destinations as defined by the State.

Additional Comments on Architecture:

none

7 ASSESSMENT OF IMPLEMENTATION PLAN

Figure 1 – Implementation Gannt Chart

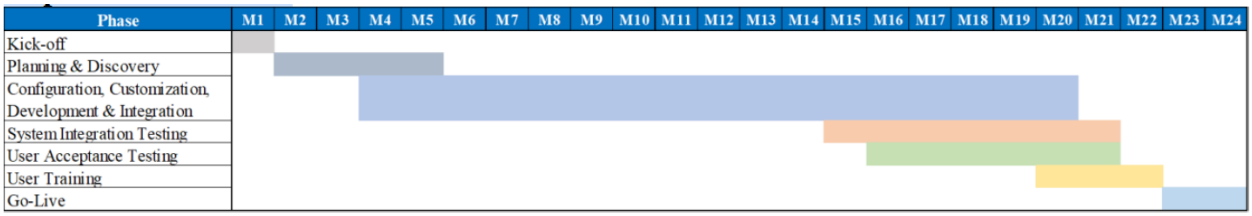

Table 11 – Preliminary IMS – short form

Milestones / Contract phases	Milestones / Deliverable Dates
Initiation Phase	March 2024
Discovery Phase.	March 2024
Design; Architecture & Design Phase.	May 2024
Implementation and Build Case Management.	June 2024
Data Migration and Retention Requirements of Case Management.	July 2024
Implementation and Build Client Management.	August 2024
Implementation and Build Client Management.	September 2024
Data Migration and Retention Requirements of Client Management.	October 2024
Implementation and Build of Fiscal Budget Management.	November 2024
Data Migration and Retention Requirements of Fiscal Budget Management.	December 2024
Implementation and Build of Specific Program Requirements.	January 2025
Implementation and Build of Specific Program Requirements.	February 2025
Data Migration and Retention Requirements of Specific Program Requirements.	March 2025
Implementation and Build of System Output Requirements.	April 2025
Implementation and Build of Interfaces.	May 2025
Data Migration and Retention Requirements of Interfaces.	June 2025
Testing and Training	July 2025
Go Live	September 2025
Post Implementation Support and 6-Month Warranty.	October 2025 to March 2026

The Preliminary Implementation Master Schedule (IMS) in the draft contract sets forth a 24-month schedule organized by milestones as in the above table. The IMS defines each milestone in expanded detail sufficient to align contractor and State expectations. The sequencing reflects the proposed vendor's experience with similar implementations and familiarity with State preferences and practice. The Schedule is appropriately mature for the current stage of the project.

After assessing the Implementation Plan, please comment on each of the following.

7.1 THE REALITY OF THE IMPLEMENTATION TIMETABLE

The implementation timetable is well-paced, and allocates adequate time for planning, discovery, modular implementation, testing, training, and deployment. The agile-driven implementation stages are given adequate time for the sprints to cycle and complete as they should. 24 months is enough for a brisk, but not risky, pace. We assess the implementation timetable to be realistic.

Timeline success is a common area for project risk to emerge and the project team identified 5 related risks:

In **_RISK_ID# _R1_**, the team wrote that " There is a risk of increases of scope [a.k.a., scope creep), as the solution is adapted to fit the Business needs, as users will see other advances that could improve business functionality." The team chose to mitigate this risk, writing, "Understanding the limit of the budget and timeframe will be paramount to avoiding scope creep. There will be a review by the Steering Committee on any items that are changes to the scope for viability as well as cost and time impacts on the project. The Steering Committee will review any impacts on the project to make decisions on the items and any actions steps needed. Implementing a parking lot of items to be sought later should assist with managing this risk." We agree that the CRMS will serve so many users and functions that this risk is more likely than it might be in other projects. The "parking lot" is a good idea, with the Steering Committee actively "triaging" suggestions.

In **_RISK_ID# _R2_**, the project team noted that, "If key Subject Matter Experts (SME) and/or Key Stakeholders are consistently not available for project related meetings, reviews and testing, it could delay implementation if the vendor has to wait for State feedback, testing, acceptance, etc." The team sees this as a contingency, writing that, "As the daily business of Adult Services must continue, and staff may become unavailable at times, to mitigate any impact on the project timeline the Business will allocate additional staff to cover (long-term / short-term), assist, or replace any staff that may become unavailable for the project." We concur with the reallocation approach. The ASD staff will know best about any predictable "busy times" of the year for particular and could convey this information to the vendor well in advance.

In **_RISK_ID# _R3_**, The project team noted "Project Manager, Business Analyst, or Enterprise Architecture Services required time could increase.." They view this as a contingency and wrote, "It may be needed to adjust the time spent on the project by these resources to stay within the budget." We suggest that some emergent needs would require very specific skills that would be difficult to forego. However, we were shown some hypothetical examples of maintaining two skill sets in one individual (e.g., project manager also handles business analysis) for the purposes of realizing some cost avoidance for the sake of the project budget. That said, we think the State's experience with the vendor and the vendor's application reduces the likelihood of this risk being realized.

Finally, in **_RISK_ID# _R6_**, the project team acknowledges that, "As in any modernization project of this size, the State will need to speak with one voice and communicate clearly about the details of requirements, especially in the Requirements Discovery phase, but also throughout the project. We emphasize that we have not seen any sign of disunity or disagreement, but since adherence to the timeline is so important in this project, we think that even a remote risk of ambiguous or delayed communication slowing down the vendor should be proactively addressed." The team identifies this as a

contingency and plans to "Establish a review process for "block" items; Project Team orientation will include a review of the process for Teams working on project tasks when they encounter a block that stops progress on the task. There will be an escalation process for the Team Lead to objectively bring items to the Governance Team for their review and determination. If the Governance Team cannot come to an agreement, then they will present the item(s) to the Sponsor for final determination. All decisions will be documented." We concur.

7.2 READINESS OF IMPACTED DIVISIONS/ DEPARTMENTS TO PARTICIPATE IN THIS SOLUTION/PROJECT

(Consider current culture, staff buy-in, organizational changes needed, and leadership readiness).

We found great enthusiasm for this project among State staff. Frustration with the existing system is a mighty force for change. The business leadership strongly supports the project, and the ADS team members are seeing another step in the 5-year roadmap being implemented.

In **_RISK_ID# _R7_** , the project team notes that "There will be a Community Portal for collaboration with Community Partners. This will be a new method for collaborating on individuals' cases with Community Partners which may have impact on cases as this will be a new process. This will be the main feature for collaboration and data collection for individuals being serviced by Community Partners. Community Partners must be open to using this Portal. " The State will mitigate this risk by establishing that "Business will have Community Partner stakeholders involved with the design and implementation of the Community Portal. Stakeholders will be involved in testing for user acceptance. The goal is to have Community Partner champions that will assist with the acceptance and usage of this new portal." We concur.

7.3 DO THE MILESTONES AND DELIVERABLES PROPOSED BY THE VENDOR PROVIDE ENOUGH DETAIL TO HOLD THEM ACCOUNTABLE FOR MEETING THE BUSINESS NEEDS IN THESE AREAS:

7.3.1 A. PROJECT MANAGEMENT

Table 12 – Project Management Deliverables

Deliverable	Update Frequency
Project Charter	Once unless there are changes.
Project Management Plan	Once unless there are changes.
Formal Acceptance Criteria	As depicted in Azure Dev Ops.
Formal Acceptance Sign Off	Per Deliverable.
Change Requests	Once.
Change Requests Log	Per occurrence.
Budget Log	Per occurrence.
Risk Log	Per occurrence or during risk meetings.
Issue / Action Items / Decision Log	Per occurrence or during risk meetings.
Decision Log	Per occurrence.
Requirements Documents	Once.

Test Plans	Once.
Test Cases & Results	Create once then update with Results.
Implementation Master Schedule	Once per implementation.
Project Status Reports	Weekly and Monthly.
Project Phase Audit/Gate Check	Once per phase.
Meeting Agenda/ Minutes	Per occurrence.
End of Project Metrics	Once.
Lessons Learned	Once.
Closeout Report	Once.

The table above lists the project management deliverables as stated in the draft contract, where the contents of each is defined in detail. They are appropriate to the project and sufficiently specific.

7.3.2 B. TRAINING

The Training phase of the Preliminary IMS as put forth in the draft contract clearly defines the deliverables for the contractor to perform Role-Based Trainings of State personnel for Train-the-Trainer and Train the User). The approach is clearly defined via three role-based scenarios for knowledge transfer.

- Train the Trainer Training Meetings.
- Direct training for Vermont ASD Customer Relationship Management System Administrator.
- Direct Training for External Stakeholders.

Approach, Planning, Documentation, Materials, and Library content are well-defined. The goal is that Users have strong knowledge of the system, key staff are capable of training new users, continuous learning resources for users are provided by Contractor.

7.3.3 C. TESTING

The following is a condensed listing of the proposed vendor's structured testing plan. We find it to be a well-conceived and orderly approach, consistent with the State's expectations. It should be understood to apply to testing of each Agile Sprint product as well as to the solution as a whole.

Test Planning

- Testing begins at the module level and works towards the integration of the entire system and is done to determine success/failure criteria. Brite Systems will prepare a Test Plan to include functional, Unit, Integration, SIT, Regression, Stress/Performance, and UAT testing and develop all use case scenarios based on the functional requirements and design.

Test Execution

- Full System Build Test – a full system builds in an initialized environment

- Functional Test – execute all SIT cases as defined in the test plan and document the test results. The results of System Integration Testing are documented in a defined format or project-specific defect sheet/tool.
- Regression Testing may be conducted after errors are corrected to ensure that the program/system has not regressed due to the corrections carried out. The Regression Test results are logged after regression testing has been completed.
- Acceptance Testing validates the completeness of the Software Product in its operational environment and ensures that the client's requirements and contractual obligations have been met. Acceptance Testing is performed based on the Test Plan.

Test Closure

- The last stage of our testing life cycle is a report that is prepared by the team manager or lead after the completion of the software testing process.

System Integration Testing

- During System Integration Testing (SIT), the primary focus is on making sure that the different components of the platform work with each other effectively and match their technical design specs.

User Acceptance Testing (UAT)

- After the hand-off, our UAT is focused on whether the application meets the broader needs of the business it was designed for (i.e. are the business requirements met).

7.3.4 D. DESIGN

Design deliverables are specified in the Preliminary IMS.

7.3.5 E. CONVERSION (IF APPLICABLE)

The proposed vendor follows a defined data migration process as detailed below:

1. Analyze existing data for format, location of data, and sensitivity of Data.
2. Review the data dictionary and/or ERD for dependencies and
3. Estimate size and scope of data to be migrated.
4. Define the process of data extraction, held and verified.
5. Backup all data.
6. Assess which migration tools to use based on existing data
7. Develop data Conversion Scripts.
8. Execution of the data migration plan and Build the Migration Solution in the stage Layer.
9. Develop Mapping rules.
10. Finalize Data loading strategy.

11. Create Recovery plans for each stage of the migration
12. Plan Schedule of the actions required to go live.
13. Testing of final system.
14. Follow-up and maintenance of data migration plan.

Once the legacy data is brought into the new Customer Relationship management system, the vendor would perform spot checks to ensure that the data is migrated, and all relevant data is stored and saved in the appropriate Salesforce Objects. The vendor's testing team would test the entire system with the migrated data to ensure all functionality is working as per defined business requirements. Once all the testing is completed the CRMS with the migrated data is handed over to the business users to for User Acceptance testing (UAT). Once UAT the testing passes, the migrated data is moved to the production org.

7.3.6 F. IMPLEMENTATION PLANNING

The IMS allocates adequate time for requirements discovery and implementation planning. As an Agile practitioner, the proposed vendor employs user stories to implement and test project features, which aligns with current State practice. Anecdotally, another DAIL division that is currently in the midst of a related project implementation with the same vendor has reported that the discovery sessions are intense and productive, and that the vendor is very accommodating of State requests to adjust functionality.

7.3.7 G. IMPLEMENTATION

As noted at the top of this section, the implementation deliverables in the draft contract are well-defined and clearly laid out.

7.4 DOES THE STATE HAVE A RESOURCE LINED UP TO BE THE PROJECT MANAGER ON THE PROJECT? IF SO, DOES THIS PERSON POSSESS THE SKILLS AND EXPERIENCE TO BE SUCCESSFUL IN THIS ROLE IN YOUR JUDGMENT?

Yes, an ADS Project Manager is assigned to this project. We found this PM to be competent, efficient, effective, well-respected, and of an even temperament. We have no concerns in this regard.

Additional Comments on Implementation Plan:

none

8 COST ANALYSIS AND MODEL FOR BENEFIT ANALYSIS

8.1 ANALYSIS DESCRIPTION:

Provide a narrative summary of the cost benefit analysis conducted.

Project costs as currently known were compared to the hypothetical cost of operating the existing system at current rates throughout the lifetime of the proposed contract.

8.2 ASSUMPTIONS:

List any assumptions made in your analysis.

- That the system's capabilities as represented by deliverables listed in the draft contract will be accomplished in the final system as implemented.
- That costs as represented in the draft contract are accurate and final.
- That annual cost for the current system is as reported by the State.
- That State estimates of personnel time and costs will be accurate.
- That costs for State-acquired software licenses will be as projected

8.3 FUNDING:

Provide the funding source(s). If multiple sources, indicate the percentage of each source for both Acquisition Costs and on-going Operational costs over the duration of the system/service lifecycle.

Please see **Section 10.3, in Impact Analysis on Net Operating Cost, *below*.** (Includes Acquisition and Operating costs)

8.4 TANGIBLE COSTS & BENEFITS:

Provide a list and description of the tangible costs and benefits of this project. Its "tangible" if it has a direct impact on implementation or operating costs (an increase = a tangible cost and a decrease = a tangible benefit). The cost of software licenses is an example of a tangible cost. Projected annual operating cost savings is an example of a tangible benefit.

Tangible Cost: **$4,236,281.60.** The tangible cost is in the implementation period and the operational period and represents the difference between the expected project cost and the hypothetical cost of continuing to use the existing system over the same period at existing rates.

ASSESSMENT:

A modernization and replacement effort such as the present project will inevitably have a significant procurement cost as most often will have an increased M&O cost due to increased functionality,

reliability, and flexibility. As described above in Section 5 Acquisition Cost Assessment, *above*, we assess those costs to be fair and reasonable.

8.5 INTANGIBLE COSTS & BENEFITS:

Provide a list and descriptions of the intangible costs and benefits. Its "intangible" if it has a positive or negative impact but is not cost related. Examples: Customer Service is expected to improve (intangible benefit) or Employee Morale is expected to decline (intangible cost)

THE STATE EXPECTS THE FOLLOWING INTANGIBLE BENEFITS:

Business Value	Business Value Description	How will Achievement be Measured?
Customer Service	Increased data entry efficiency, more time to efficiently manage cases. One solution that enables standards and consistency in receipt, data type and management of case data. Interconnectivity with ACCESS for Medicaid Eligibility or MMIS for Claims Management and Program Integrity to enable one solution to validate Medicaid eligibility and claims management. Enable staff to accurately document and manage client needs as well as access information within one system.	Ability for staff to validate Medicaid items through one solution. Staff confirm the ability to be more efficient in addressing client needs and managing cases. Increase percentage of applications clinically approved within 30 days from 80% to 90% 1 year after Go-Live.
Risk Reduction	Current solution security roles/permissions are unstable as designed. This has the potential to allow security risks as it relates to data access permissions for users; internal and partners.	New solution with preset and persistent security roles/permissions.
Risk Reduction	Current solution does not link to the payment system putting Adult Services Division at risk of paying for services that are not authorized and cause audit findings.	New solution having real-time interaction to authorize and match service delivery to payment. Decrease payment errors to less than 1% 1 year after Go-Live.

Compliance	Current solution does not effectively allow for compliance with Adult Services Division audit findings related to linking authorized services to delivered services.	Measurement: ASD will be in compliance with audit findings.
Equity	The project aligns with the governor's priority to protect the most vulnerable. Adult Services Division Long-Term Services and Supports (LTSS) provides access to programs and services to individuals in underserved communities, and those vulnerable to institutionalization.	Number of people served in Adult Services Division Home and Community-Based Services (HCBS) Programs. Improved reporting of quality performance measures. (no % to start from).

ASSESSMENT:

The above intangible benefits are reasonable and likely to be realized when the project in fully implemented. The measures are appropriately both qualitative and quantitative. The baselines for quantitative measures are reasonable and based on metrics available to the State.

8.6 COSTS VS. BENEFITS:

Do the benefits of this project (consider both tangible and intangible) outweigh the costs in your opinion? Please elaborate on your response.

The benefits of this project would significantly outweigh the costs. The tangible cost is reasonable and was generally anticipated from the outset of the project and indeed from the development of the 5-year roadmap. The intangible benefits would measurably benefit the citizens served by the Division, improve compliance, and optimize business processes.

8.7 IT ABC FORM REVIEW:

Review the IT ABC form (Business Case/Cost Analysis) created by the Business for this project. Is the information consistent with your independent review and analysis? If not, please describe. Is the lifecycle that was used appropriate for the technology being proposed? If not, please explain.

The original, currently approved IT ABC Form was populated in 2022 before the beginning of the procurement process, and consequently does not represent exactly the costs of the project as now understood. A revised IT ABC Form has been prepared and will be submitted for approval. The costs on

the revised form correspond to the figures listed in this present report. The narrative language accurately reflects the purpose and need for the project. There is a narrative sentence that retains prospective language from the first IT ABC Form ("*One-time cost for new solution implementation is unknown, operational costs are unknown, base cost of current system is known and funding in place*."), but we expect this language will be adjusted before the revised form is submitted.

Additional Comments on the Cost Benefit Analysis:

none

9 ANALYSIS OF ALTERNATIVES

The procurement scoring and selection process was careful, fair, and compliant with State procurement regulations. Although other bidders were potential choices, the selection of the proposed vendor was produced as a result of this process.

IN HOUSE SOLUTIONS

The In-house development approach is generally deprecated in Vermont State Government for data-based projects for several reasons: Vermont does not have a large, dedicated in-house development staff, as would be needed for a large and complicated project such as the present one; there is not generally a large development skill pool in the State; Vermont explicitly prefers cloud-based solutions as more resilient and cost-effective.

9.1 PROVIDE A BRIEF ANALYSIS OF ALTERNATE TECHNICAL SOLUTIONS THAT WERE DEEMED FINANCIALLY UNFEASIBLE.

N/A

9.2 PROVIDE A BRIEF ANALYSIS OF ALTERNATE TECHNICAL SOLUTIONS THAT WERE DEEMED UNSUSTAINABLE.

Continuing to use the existing system instead of procuring a replacement would require renewing or restating a contract for a system that had been regularly renewed for about 20 years. To do so without a proper competitive procurement process would run afoul of current State best practice and preference.

Furthermore, the existing system has been found to be increasingly unsatisfactory for reasons described elsewhere in this report. Continuing its use would, over time, very likely lead to the ASD being unable to fulfill its mandate, maintain compliance, and properly serve the citizens of Vermont.

9.3 PROVIDE A BRIEF ANALYSIS OF ALTERNATE TECHNICAL SOLUTIONS WHERE THE COSTS FOR OPERATIONS AND MAINTENANCE WERE UNFEASIBLE.

N/A

10 IMPACT ANALYSIS ON NET OPERATING COSTS

10.1 INSERT A TABLE TO ILLUSTRATE THE NET OPERATING COST IMPACT.

Table 13 – Project Lifecycle Costs

	Procurement	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Total Project Cost	$2,237,256.35	$518,734.05	$518,734.05	$518,734.05	$518,734.05	$518,734.05	$4,830,926.60
Current Cost	$118,929.00	$118,929.00	$118,929.00	$118,929.00	$118,929.00	$118,929.00	$713,574.00
Comparative Cost	$2,118,327.35	$399,805.05	$399,805.05	$399,805.05	$399,805.05	$399,805.05	$4,117,352.60

Table 14 – Project Lifecycle Cumulative Costs

	Procurement	M&O Year 1	M&O Year 2	M&O Year 3	M&O Year 4	M&O Year 5
Project Cost Cumulative	$2,237,256.35	$2,755,990.40	$3,274,724.45	$3,793,458.50	$4,312,192.55	$4,830,926.60
Current Costs Cumulative	**$118,929.00**	$237,858.00	$356,787.00	$475,716.00	$594,645.00	$713,574.00
Cumulative Cost Savings	**-$2,118,327.35**	**-$2,518,132.40**	**-$2,917,937.45**	**-$3,317,742.50**	**-$3,717,547.55**	**-$4,117,352.60**

10.2 PROVIDE A NARRATIVE SUMMARY OF THE ANALYSIS CONDUCTED AND INCLUDE A LIST OF ANY ASSUMPTIONS.

Project costs as currently known were compared to the hypothetical cost of operating the existing system at current rates throughout the lifetime of the proposed contract.

Assumptions for the analysis:

- That the system's capabilities as represented by deliverables listed in the draft contract will be accomplished in the final system as implemented.
- That costs as represented in the draft contract are accurate and final.
- That annual cost for the current system is as reported by the State.
- That State estimates of personnel time and costs will be accurate.
- That costs for State-acquired software licenses will be as projected

10.3 EXPLAIN ANY NET OPERATING INCREASES THAT WILL BE COVERED BY FEDERAL FUNDING. WILL THIS FUNDING COVER THE ENTIRE LIFECYCLE? IF NOT, PLEASE PROVIDE THE BREAKOUTS BY YEAR.

This workstream would be supported in part by Federal Funding in the following proportions:

- Procurement and Implementation: Federal 50%, State 50%
- Maintenance and Operations: Federal 50%, State 50%

The table below delineates these allocations.

Table 15 – Federal vs State Share of Cost

	Procurement	M&O Year 1	M&O Year 2	M&O Year 3	M&O Year 4	M&O Year 5	Total
Total Project Cost	$2,237,256.35	$518,734.05	$518,734.05	$518,734.05	$518,734.05	$518,734.05	$4,830,926.60
Federal Share of Cost	$1,118,628.18	$259,367.03	$259,367.03	$259,367.03	$259,367.03	$259,367.03	$2,415,463.30
State Share of Cost	**$1,118,628.18**	**$259,367.03**	**$259,367.03**	**$259,367.03**	**$259,367.03**	**$259,367.03**	**$2,415,463.30**

10.4 WHAT IS THE BREAK-EVEN POINT FOR THIS IT ACTIVITY (CONSIDERING IMPLEMENTATION AND ON-GOING OPERATING COSTS)?

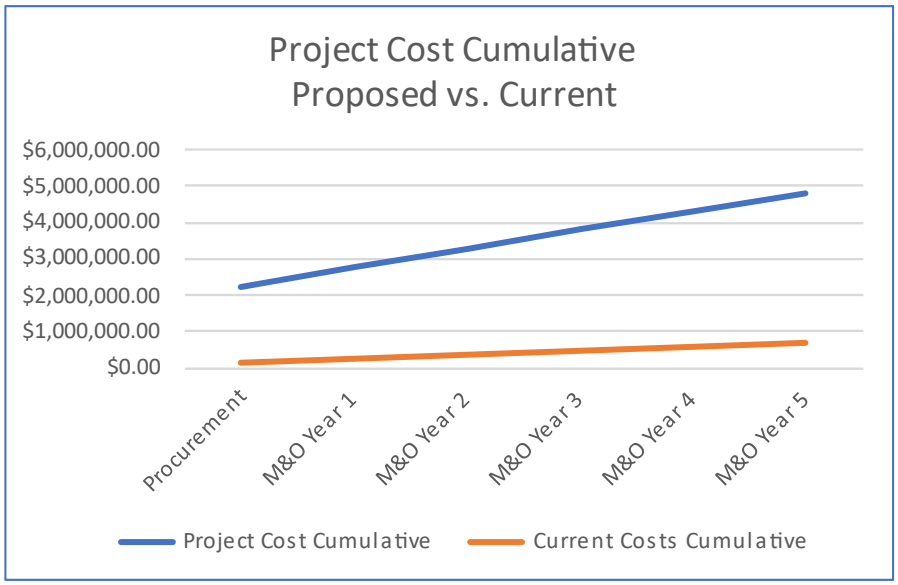

Figure 2 – Cumulative Cost Impact over Lifecycle

There is no break-even point for this activity.

11 SECURITY ASSESSMENT

Assess Information Security alignment with State expectations. ADS-Security Division will support reviewer and provide guidance on assessment.

The Enlite application would be hosted entirely within Salesforce. The data interfaces (APIs) connect to existing State applications (Mulesoft and OKTA). The application therefore inherits its security profile from Salesforce, which is administered by the State and in an extremely secure AWS environment (FedRamp High).

In this model, the highest risk is at the application level, where the system is accessed through the web-based user and citizen reporter interface.

The vendor mitigates this risk by employing coding and security best-practices, minimizing avenues of intrusion and data breach, using well-understood Salesforce platform application building tools, and building an application that relies almost entirely on configuration and minimizes customization in implementation for a given deployment.

The State mitigates this risk by applying a carefully designed security testing and certifying process to every component (e.g., a Lightning deliverable) of the application before it is integrated into the whole application and is exposed to the public Internet. The State uses a release management tool called Capado. As an item is coded, it goes into a release plan then is subjected to security package. All code is scanned using CodeScan as it goes through the environment, for example from Development to UAT Testing to production, both in Salesforce and in the Azure DevOps environment. Capado has code quality metrics built into it, so at every stage the package must “pass” security scanning or go back to be corrected. The vendor will implement the system using the Capado release management process.

We assess that the vendor is experienced in applying coding best practices to this implementation environment, and that the State similarly has proficiency and experience in employing its security testing model to assure that the implemented application is as secure as it can be.

Overall, the proposed solution is secure to the very high level expected of a health data system in an environment with many potential bad actors. It would be reliable, recoverable, well-monitored, and resilient. It would be securely hosted in an environment that meets all State preferences. Both State and vendor would be actively involved in system monitoring and data protection.

11.1 WILL THE NEW SYSTEM HAVE ITS OWN INFORMATION SECURITY CONTROLS, RELY ON THE STATE’S CONTROLS, OR INCORPORATE BOTH?

Both. The State manages security aspects of its Salesforce orgs, ASD assigns user access for the application via Okta following State and federal compliance controls, and the vendor is responsible for the controls within the application including the web user interface. This is standard practice for SaaS applications.

11.2 WHAT METHOD DOES THE SYSTEM USE FOR DATA CLASSIFICATION?

For this project, the State required the vendor to certify compliance with all federal and State Standards, Policies, and Laws for at least the following data classifications:

- Publicly Available Information
- Confidential Personally Identifiable Information (PII)
- Personal Health Information (PHI)
- Medicaid Information
- Prescription Information

11.3 WHAT IS THE VENDOR'S BREACH NOTIFICATION AND INCIDENT RESPONSE PROCESS?

The application would inherit all data breach protocols from the Salesforce platform, including review of potential data breaches, notifying clients regarding potential data breaches, etc. Attachment D, Information Technology System Implementation Terms and Conditions (rev. 3/08/19) **Section 6.2** of the draft contract spells out vendor responsibilities regarding Security Breach Notice and Reporting and is compliant with Section 9 V.S.A. §2435(b)(3).

11.4 DOES THE VENDOR HAVE A RISK MANAGEMENT PROGRAM THAT SPECIFICALLY ADDRESSES INFORMATION SECURITY RISKS?

The proposed vendor implements a 4-part proactive risk management program, consisting of:

- Risk Identification
- Risk Analysis and Prioritization
- Risk Strategies
- Risk Monitoring and Control

The program adheres to best practices of the Capability Maturity Model Integration (CMMI) for Development, published by the Software Engineering Institute.

11.5 WHAT ENCRYPTION CONTROLS/TECHNOLOGIES DOES THE SYSTEM USE TO PROTECT DATA AT REST AND IN TRANSIT?

The State's Salesforce org is in Salesforce Government Cloud which is certified FedRAMP High and includes enhanced encryption capabilities with full data at rest encryption and end to end encryption as well as authentication of both users and Salesforce personnel. The web interfaces accept only secure encrypted connections from secure commonly available browsers

11.6 WHAT FORMAT DOES THE VENDOR USE FOR CONTINUOUS VULNERABILITY MANAGEMENT, WHAT PROCESS IS USED FOR REMEDIATION, AND HOW DO THEY REPORT VULNERABILITIES TO CUSTOMERS?

The proposed vendor states that they follow industry-recommended audit process to perform risk assessment, vulnerability assessment and pen texting. They agree to authorize the State to perform scheduled and random security audits, including vulnerability assessments, of our proposed solution application upon request. At the State's option, authorized third parties may be given limited access by the Vendor to certain levels of the State's system through secure internet browser, or a separate network connection that meets the Vendor's specifications for purpose of audits/penetration testing only, such as:

- Vendor will cause a SSAE 18 SOC 2 Type 2 audit certification to be conducted annually.
- The audit results and the Vendor's plan for addressing or resolution of the audit results will be shared with the State.

We have been informed by ADS EA division that the State now conducts its own vulnerability tests and assessments on Salesforce applications.

These requirements are secure and appropriate.

11.7 HOW DOES THE VENDOR DETERMINE THEIR COMPLIANCE MODEL AND HOW IS THEIR COMPLIANCE ASSESSED?

See Section 11.2, *above*.

11.8 FURTHER COMMENTS ON SECURITY

none

12 RISK ASSESSMENT & RISK REGISTER

The risks identified throughout this review are collected below, along with an assessment of their significance, a description of the State response and timing, and our evaluation of the State response.

12.1.1 ADDITIONAL COMMENTS ON RISK

none

12.1.2 RISK REGISTER

The following table explains the Risk Register components:

Risk ID:	Identification number assigned to risk or issue.	
Risk Rating:	An assessment of risk significance, based on multiplication of **(probability X impact ratings)** (*see below*).	
	1-9 = low	See table below
	10-48 = moderate	
	49-90 high	
Probability:	Assessment of likelihood of risk occurring, scale of **1,3,5,7, or 9**, from least to most likely	
Impact:	Assessment of severity of negative effect, scale of **1,3,5,7, or 10**, from least to most severe	
Finding:	Review finding which led to identifying a risk	
Risk Of:	Nature of the risk	
Source:	Project, Proposed Solution, Vendor or Other	
Risk domains:	What may be impacted, should the risk occur	
State's Planned Risk Strategy	Decision to *avoid*, *mitigate*, or *accept* risk	
State's Planned Risk response	Detailed description of response to risk, in order to accomplish decision	
Reviewer's Assessment:	Reviewer's evaluation of the State's planned response	

Risk Rating Matrix			IMPACT				
			Trivial	Minor	Moderate	Major	Extreme
			1	3	5	7	10
LIKELIHOOD	Rare	1	1	3	5	7	10
	Unlikely	3	3	9	15	21	30
	Moderate	5	5	15	25	35	50
	Likely	7	7	21	35	49	70
	Very Likely	10	10	27	45	63	90

Risk ID: R1	Rating:	**35**	
	Likelihood:	**5**	
	Impact:	**7**	
Finding:	Scope increases: During Discovery sessions with Contractor Business Analyst additional business needs could be discovered as refinement or found to be needed to fully support the business need. As the solution is adapted to fit the Business needs, users may identify other features that could improve business functionality. As these are not a part of the original set of requirements, implementing them could result in an increase in cost and/or timeline length.		
Risk Of:	There is a risk of increases of scope [a.k.a., scope creep), as the solution is adapted to fit the Business needs, as users will see other advances that could improve business functionality.		
Risk domains:	Cost / Timeline		
State's Planned Risk Response:	MITIGATION Understanding the limit of the budget and timeframe will be paramount to avoiding scope creep. There will be a review by the Steering Committee on any items that are changes to the scope for viability as well as cost and time impacts on the project. The Steering Committee will review any impacts on the project to make decisions on the items and any actions steps needed. Implementing a parking lot of items to be sought later should assist with managing this risk.		
Reviewer's Assessment of State's Planned Response	We agree that the CRMS will serve so many users and functions that this risk is more likely than it might be in other projects. The "parking lot" is a good idea, with the Steering Committee actively "triaging" suggestions		

Risk ID: R2	Rating:	**25**	
	Likelihood:	**5**	
	Impact:	**5**	
Finding:	Discover, Design, Implementation and UAT can all be impacted if key individuals are not available to participate as needed to ensure accuracy of business needs recording, designed, developed and tested for the project. There is a potential for key Subject Matter Experts (SME) and/or Key Stakeholders to be consistently unavailable for project related meetings, reviews and testing, because of the continuing daily demands of Adult Services tasks.		
Risk Of:	If key Subject Matter Experts (SME) and/or Key Stakeholders are consistently not available for project related meetings, reviews and testing, it could delay implementation if the vendor has to wait for State feedback, testing, acceptance, etc.		
Risk domains:	Timeline		
State's Planned Risk Response:	CONTINGENCY As the daily business of Adult Services must continue, and staff may become unavailable at times, to mitigate any impact on the project timeline the Business will allocate additional staff to cover (long-term / short-term), assist, or replace any staff that may become unavailable for the project.		
Reviewer's Assessment of State's Planned Response	We concur with the reallocation approach. The ASD staff will know best about any predictable "busy times" of the year for particular and could convey this information to the vendor well in advance		

Risk ID: R3	Rating:	**15**	
	Likelihood:	**3**	
	Impact:	**5**	
Finding:	Project Manager, Business Analyst, or Enterprise Architecture Services time required could increase as the project progresses based on new requirement discovery, design, implementation and testing.		
Risk Of:	Project Manager, Business Analyst, or Enterprise Architecture Services required time could increase.		
Risk domains:	Cost		
State's Planned Risk Response:	CONTINGENCY It may be needed to adjust the time spent on the project by these resources to stay within the budget.		
Reviewer's Assessment of State's Planned Response	We suggest that some emergent needs would require very specific skills that would be difficult to forego. However, we were shown some hypothetical examples of maintaining two skill sets in one individual (e.g., project manager also handles business analysis) for the purposes of realizing some cost avoidance for the sake of the project budget. That said, we think the State's experience with the vendor and the vendor's application reduces the likelihood of this risk being realized		

Risk ID: R4	Rating:	**10**	
	Likelihood:	**1**	
	Impact:	**10**	
Finding:	The State is working on implementing best practice standards for data modeling and features/functionality for the SOV Salesforce Organization. There have been issues in the past with users seeing other application information based on reuse-improper use of common data elements.		
Risk Of:	If specific data that will be stored in the solution for the investigation cases were seen by users outside of DAIL, it would be a direct violation of PII, HIPAA and other regulations.		
Risk domains:	Compliance		
State's Planned Risk Response:	MITIGATION ADS is currently working on a new data model that will mitigate unauthorized access to data as specified and in accordance to business regulations. ADS is working with a Contractor to implement a strong set of standards and data modeling. Mitigation of this risk was handled in another solution implementation by having regular meetings between the Contractor and the SOV Salesforce Platform		
Reviewer's Assessment of State's Planned Response	We spoke with the ADS Enterprise Architect on this matter and were reliably informed that The Enterprise Data Model as implemented is "*the most mature and most secure data model that we [the State] have*." Consequently, we think the likelihood of this risk being realized is minimal, although the project team was right to identify it early on.		

Risk ID: R5	Rating:	**3**	
	Likelihood:	**1**	
	Impact:	**3**	
Finding:	The current resources for the Salesforce Platform Team and Enterprise Architecture Services fluctuates which impacts availability of resources and new staff may not have a high-level of knowledge for the Salesforce Platform and Architecture Services for a Project. There is a potential challenge to the availability of ADS solution resources and expertise		
Risk Of:	This could impact the project by slowing some processes as higher-level reviews will be required to ensure accurate information and processes are done.		
Risk domains:	Timeline		
State's Planned Risk Response:	CONTINGENCY This will be a monitored Risk throughout the project. Currently resources are being provided for the procurement phase of the project.		
Reviewer's Assessment of State's Planned Response	A discussion with the project ADS technical team strongly supports our impression that ADS has significantly increased the depth and breadth of the Salesforce team to the point that we assess the likelihood of the risk being realized is minimal		

Risk ID: R6	Rating:	**15**	
	Likelihood:	**3**	
	Impact:	**5**	
Finding:	As in any modernization project of this size, the State will need to speak with one voice and communicate clearly about the details of requirements, especially in the Requirements Discovery phase, but also throughout the project.		
Risk Of:	We emphasize that we have not seen any sign of disunity or disagreement, but since adherence to the timeline is so important in this project, we think that even a remote risk of ambiguous or delayed communication slowing down the vendor should be proactively addressed.		
Risk domains:	Timeline		
State's Planned Risk Response:	CONTINGENCY Establish review process for "block" items; Project Team orientation will include a review of the process for Teams working on project tasks when they encounter a block that stops progress on the task. There will be an escalation process for the Team Lead to objectively bring items to the Governance Team for their review and determination. If the Governance Team cannot come to an agreement, then they will present the item(s) to the Sponsor for final determination. All decisions will be documented.		
Reviewer's Assessment of State's Planned Response	Concur		

Risk ID: R7	Rating:	**25**	
	Likelihood:	**5**	
	Impact:	**5**	
Finding:	There will be a Community Portal for collaboration with Community Partners. This will be a new method for collaboration on individuals' cases with Community Partners which may have impact on cases as this will be a new process. This will be the main feature for collaboration and data collection for individuals being serviced by Community Partners.		
Risk Of:	Community Partners must be open to using this Portal.		
Risk domains:	User Acceptance		
State's Planned Risk Response:	MITIGATION Business will have Community Partner stakeholders involved with the design and implementation of the Community Portal. Stakeholders will be involved in testing for user acceptance. The goal is to have Community Partner champions that will assist with the acceptance and usage of this new portal.		
Reviewer's Assessment of State's Planned Response	Concur		

13 ATTACHMENTS

Attachment 1 – Cost Spreadsheet

Attachment 2 – Risk Register

13.1 ATTACHMENT 1 – COST SPREADSHEET

Double-click the icon below to view the PDF

CONFIDENTIAL - WORKING DRAFT - A

13.2 ATTACHMENT 2 – RISK REGISTER

Double-click the icon below to view the PDF

ASD CRM IR risk register draft - Paul(