

1. **Parties.** This is a contract for software and services between **Agency of Human Services (AHS)** (hereafter called "State"), and **Accenture**, with a principal place of business in **1501 S. MoPac Expressway, Suite 300, Austin, TX 78746** (hereafter called "Contractor"). The Contractor's form of business organization is a limited liability partnership (LLP). The Contractor's local address is **Accenture, 800 Boylston Street, Suite 2300, Boston, MA 02199**. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is software and services generally on the subject of management. Detailed services to be provided by the Contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$3,000,000.**
4. **Contract Term.** The period of Contractor's performance shall begin upon execution by both parties, and end on January 31, 2014.
5. **Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

Approval by the Attorney General's Office is required.

Approval by the Secretary of Administration is required.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Cancellation and Termination.** This contract may be cancelled by either party by giving written notice at least 60 days in advance. Either Party may terminate this Agreement if the other party breaches a material provision of this Agreement and fails to correct the breach within thirty (30) days following written notice of the breach. Upon any termination of the Agreement the Parties will work in good faith to settle all amounts due between them. Contractor shall be entitled to payment for: a) work performed through the termination date, including work in progress, b) any capital costs incurred for materials that were procured for, delivered to, and accepted by State; and c) if the termination was not due to the material breach of the Contractor, Contractor's reasonable and substantiated demobilization costs.
8. **Attachments.** This contract consists of 46 pages including the following attachments, which are incorporated herein:
 - Attachment A - Specifications of Work Being Performed
 - Attachment B - Payment Provisions
 - Attachment C - State Standard – Terms and Conditions
 - Attachment D - Modification to State Standard Terms
 - Attachment F - Agency of Human Services – Terms and Conditions

The order of precedence of documents shall be as follows:

- 1). This document
- 2). Attachment D
- 3). Attachment C
- 4). Attachment A
- 5). Attachment B
- 6). Attachment E (if any)
- 7). Attachment F
- 8). Other Attachments (if any)

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

BY THE STATE OF VERMONT:

Date: 2/16/11
Signature: Patrick Flood
Name: PATRICK FLOOD
Title: DEPUTY SECRETARY
Agency/Dept.: Human Services /

BY THE CONTRACTOR:

Date: 1-FEB-2011
Signature: [Signature]
Name: DAVID M. MCCURLEY
Title: SENIOR EXECUTIVE
Phone: 512-789-6550
e-mail: DAVID.M.MCCURLEY@ACCENTURE.COM
Alternative Contact: (if any)

Revised AHS 7/21/08



**ATTACHMENT A
SPECIFICATIONS OF WORK BEING PERFORMED**

Work Specification Overview.

The State is entering into this agreement with the Contractor for the planning and installation of core components of a service oriented architectural (SOA) design as a foundation for its next-generation technical enterprise architecture. Included in this installation is the purchase and installation of the Accenture Public Service Platform (APSP) software that serves to integrate the SOA components. The SOA core components are part of the technology for the 'Challenges for Change' initiative focusing on reusable systems and tools to better position AHS as well as the state to become more efficient.

The specified work is broken into three parts:

1. Core Scope - the primary purpose of which is to define, configure, and establish the Development host environment with the SOA core components and APSP, and to provide a fixed level of support as the State implements the same in the additional UAT, Production, and Disaster Recovery environments. The State may request additional Services and Support to assist in the implementation of additional environments, as well as any other add-ons, at any time during the Contract by initiating the Change Control process and by using the Additional Services Rate Card in Attachment B. The Contractor will work with the State to estimate work and confirm pricing for all Change Orders;
2. Provision of an agency-wide APSP Software license to AHS and the provision of software maintenance services as described in Attachment D; and,
3. Additional Services to include consulting services for planning, design, support and implementation of the additional non-core Oracle components in the development, user acceptance test, disaster recovery, and production environments as well as core components in the user acceptance test, disaster recovery, and production environments and application development support.

Core Scope: In the Core Scope portion, the Contractor provides the following elements in accordance with the descriptions in Section II of Attachment A and is paid in the accordance with the fee schedule and assumptions in Section II of Attachment B.

1. Demonstrates the integration of the technical enterprise architecture through the implementation of proofs of concept (POC) of each Oracle SOA component and an associated reference application in the development environment.
2. Provides associated planning and configuration deliverables to document and provide for the foundation of a repeatable process for additional environments.
3. Provides initial and reoccurring training to State staff to understand the core components.
4. Provides a fixed annual allocation of 500 hours for technical support services.
5. Project management support for the core scope.

These work items are further described in Section II of Attachment A.

APSP Software License: Section III of Attachment A describes licensing and Maintenance services for the APSP software which is further clarified in the APSP licensing and maintenance attachments in Attachment D.

Additional Services: Section IV describes the process and scope for change orders based on a time and material rate card provided in Attachment B for additional services that may arise as part of this Contract scope related to installation and maintenance of SOA components and contracts. These are services in addition to the Core Scope and are subject to mutual agreement and will be billed as incurred using the Additional Services

Rate Card described in Attachment – Section V. Additional services that have been currently proposed are outlined in Section IV of Attachment A and detailed planning and change orders based on the rate card will be created as the scope of those services are finalized.

I. Core Scope

The Contractor will work with State to install, configure and integrate the core scope components consisting of the Oracle core components purchased by the State under a separate contract and through the use of APSP software in the development host environment. Specifically the Oracle products listed as core scope components are: Oracle Policy Automation, Oracle Identity and Access Management Suite Plus, Oracle Unified Business Process Management Suite, Oracle Master Data Management, and Oracle SOA Suite.

A summary of overall core scope Contractor-provided tasks are identified below:

- a. Provide overall project planning for the core scope
- b. Implement enterprise-wide change management and governance procedures and processes
- c. In collaboration with the state, identify requirements and design, high-availability technical architecture demonstrated in the development host environment
- d. Collaborate with Agency and State staff for installation of the Oracle core components in Development host environments and provide leading practices-based, baseline installation documentation for the development technical environment
- e. Train up to 10 State staff on the use of the core components and associated tools to include APSP. Provide recurring training as defined in this Specification.
- f. Working with Agency and State staff, identify mutually agreed upon Proof of Concept (POC) project(s) that utilize(s) at minimum each Oracle core component - possibly implement one POC that hits all components and/or a number of smaller POCs.
- g. Implement POC in the Development host environments and verify governance and change management processes. Clearly document and establish how to re-use POC processes, concepts, services, products.
- h. Apply leading practices (Oracle, NIST, HIPAA/HITECH) and provide coherent, useful, reusable documentation
- i. Provide optional technical support services to both the State and any SI vendors selected through subsequent procurement, from a pool of 500 person hours per contract year at the State's discretion as defined of this Specification.
- j. Develop a Reference Application jointly with State Developers as specified in Reference Application Design.

Project Management

The Contractor will use proven and tested Project Management Methodology (PMM) leading practices in developing deliverables using their Delivery Suite which consists of methodology, tools, architectures, and metrics to facilitate consistency, communication, and transparency. The Contractor will leverage and tailor deliverables and artifacts as per the deliverable expectation document (DED) for each. Each DED will confirm the approved content for each deliverable prior to creating the deliverable. This formal process for documenting expectations keeps the joint project team aligned, project management leadership informed, and risks/issues associated with stakeholder expectations mitigated.

The Contractor will work with the Agency and State teams to develop the core scope Project Work Plan and complete Project Management deliverables as part of the core scope installation in the host development environment and provide deliverables as described in the table below:

Table 1. Core Scope Deliverables and Milestones

Deliverable Title	Deliverable Description
Project Work Plan	Modification of a preliminary project plan brought at the start of the project which is based on proven SOA architecture implementations. It will be refined during the planning phase.
Change Management Plan	A Change Management Plan that describes the plan for assuring the project has adequate control over changes to all items necessary for creating or supporting the end deliverables. It will also visually depict the change control process that will be adhered to throughout the project. The Change Management plan will also contain a section on SOA Governance that assists the state in establishing governance principles, standards, operational processes/tools, risk management, compliance management, and performance metrics.
General Backup and Recovery Plan	The General Back-up and Recovery Plan will include details for the retention and storage of back-up files, and hardware associated with core components. It also includes a staff chart and back-up procedures and support to accommodate the loss of communication.
Staffing Plan	Modification of a preliminary staffing plan at the start of the project that demonstrates the Contractor's proposed teaming agreement and includes State resources.
Configuration Management Plan	The Configuration Management Plan details the configuration management processes, tools, and procedures the team will use for the duration of the Project, and for all project phases and activities.
Detailed Installation and Test Plans with Test Scripts	A detail Installation plan for the Technical Architecture is provided at start of project and refined. The Test Plans and Scripts will be a combined set of the test scenarios, test conditions, and test cycle definitions. The Test Scripts will be completed as a result of the Proof of Concept Planning.
Detailed Training Plan and Training Materials	The Training Plan defines the approach to training and performance support for the State team. The Training Plan and Materials will be written after onsite analysis is completed with the State Team. The Training Plan will include the approach, the materials needs and plan to implement the solution. The Materials will be tailored for the AHS specific system and needs.
Detailed System Architecture and Design	<p>This design documentation will include: System requirements (Recovery Point Objectives, Recovery Time for all systems), HA and DR requirements, Security/Isolation/traffic flow requirements (VLAN configuration, Firewalling, Load Balancing), Scalability requirements for:</p> <ul style="list-style-type: none"> ○ Production (State IDM, MDM, ESB) (AHS Policy, BI and APSP, other) ○ UAT (State IDM, MDM, ESB) (AHS Policy, BI and APSP, other) ○ DEV (State IDM, MDM, ESB) (AHS Policy, BI and APSP, other)

Deliverable Title	Deliverable Description
	<ul style="list-style-type: none"> ○ DR (State IDM, MDM, ESB) (AHS Policy, BI and APSP, other) This deliverables will use the Vermont Sizing Response Letter provided by the Contractor on October 6, 2010 as reference.
Service Level Agreement(s)	The SLA plan will document typical SLAs from the technical architecture and process for measuring.
System and Technical User Documentation	The System and Technical User Documentation includes a schematic of the development architecture, and State specific configurations. In addition, the State would receive APSP Technical Architecture documentation and Oracle Products when it licenses the products. The Contractor will also provide “cookbooks” and guidance documentation for building user applications on top of APSP.
Help Desk Procedures	Accenture shall work with AHS technical resources to understand the current help desk standard operating procedures and Service Level Agreements. The Help Desk procedure will provide guidance for successful tiering approaches and communication-enabling processes and products that will enable a successful help desk environment.
Design of Reference Application	Accenture shall provide the Design Documentation of the Reference Application. The Design Documentation details the technical requirements for developing, testing and implementing the design of the reference application.
Unit Test of Reference Application and Code	Accenture shall provide unit testing for the source code configured for the Reference Application. Each test will be independent of the next and will verify the code behaves as intended.
Acceptance Test Plan of Reference Application	Accenture shall assist the state in the development of test scenarios, scripts, and expected outcomes for all conditions to be tested during UAT. The Acceptance test plan shall describes how testing will proceed and the schedule it will adhere too.
Milestones	Milestone Acceptance Criteria
Installation of Hardware and Operating System (including professional services must be based on fully loaded costs including all travel and expenses)	The acceptance criteria for the completion of the Installation of Hardware and Operating System Milestone is specified as the installation of the APSP virtual image and its verification by installation scripts on State provided development environment hardware. The verification process will be specified in the State approved installation script.
Installation of Base Product and System Tools (including professional services must be based on fully loaded costs including all travel and expenses)	The acceptance criteria for the Installation of Base Product and System Tools is specified as the configuration of the Oracle product components within the APSP architecture on the State provided development environment hardware and verification of their configuration for development through scripts as approved in the Detailed Installation and Test Plans with Test Scripts Deliverable.
Acceptance Testing for Development	The acceptance criteria for the completion of Acceptance test

Deliverable Title	Deliverable Description
Environment Installation	is the successful execution of proof of concepts and tests scripts as defined and approved by State in the Acceptance test section of the Detailed Installation and Test Plans with Test
Training	The acceptance criteria for the completion of the implementation of Training milestone is assumed to be the completion of the training curriculum established in the State Training plan of up to 10 personnel. The assumed training curriculum is specified in the training section of our response to the RFP. Ongoing training is specified as access to updated training material available with the APSP release.

Change Management and Governance

Working with AHS and State teams, the Contractor will develop the required Change Management Plan to describe the executed change management activities related to enterprise SOA including leadership communication/engagement, governance.

The Contractor will provide a Change Management plan that addresses the problem of implementing SOA style delivery and operations in a traditional, legacy environment. The Contractor will provide the SOA governance section as part of the change management plan according to their 8-Step Program of “Effective SOA Governance”.

Design and Document High-Availability Technical Architecture as per Core Deliverables

Collaborating with the State, the Contractor will determine, design, and plan a highly-available, scalable, technical architecture in the deliverables as described in Table 1 of this Section and as based on the Proof of Concept. These deliverables serve as the initial base documents for planning the ‘final state system’ specifications. The Core Scope Deliverables will use the Vermont Sizing Response Letter provided by the Contractor on October 6, 2010 as reference.

This design documentation will include: System requirements (Recovery Point Objectives, Recovery Time for all systems), HA and DR requirements, Security/Isolation/traffic flow requirements (VLAN configuration, Firewalling, Load Balancing), Scalability requirements for:

- Production (State IDM, MDM, ESB) (AHS Policy, BI and APSP, other)
- UAT (State IDM, MDM, ESB) (AHS Policy, BI and APSP, other)
- DEV (State IDM, MDM, ESB) (AHS Policy, BI and APSP, other)
- DR (State IDM, MDM, ESB) (AHS Policy, BI and APSP, other)

Installation and Configuration of the SOA Core Components in the Development Host Environment

The Contractor provides baseline installation documentation and assists the state with installation, configuration, and establishment of the core Oracle components and APSP services and frameworks in the Development host environment.

The Contractor agrees to install and incorporate (as necessary to meet the terms of this contract) the following core components, services, frameworks and solutions that Oracle and Accenture have provided in the following tables:

Table 2. Core Scope Oracle SOA Products and APSP

Product Description
Accenture Public Service Platform

Product Description
Oracle Policy Automation
Oracle Policy Modeling Application
Oracle Policy Automation
Oracle Fusion Middleware
WebLogic Suite
SOA Suite for Oracle Middleware
Oracle I&AM Suite
Identity and Access Management Suite Plus
Oracle Unified Business Process Management Suite
Unified Business Process Management Suite
Oracle MDM
Oracle Customer Hub Data Steward Application
Oracle Customer Hub B2B
Oracle Customer Hub B2C
Oracle Activity Hub B2B for Oracle Customer Hub B2B
Oracle Activity Hub B2C for Oracle Customer Hub B2C
Oracle Customer Master Data Management Integration Base Pack
Oracle Data Quality Matching Server
Oracle Data Quality Address Validation Server
Oracle Data Quality Parsing and Standardization Server
Oracle Data Quality Profiling Server

Table 3. Accenture Public Service Platform (APSP) Components for installation in Development Host Environment

APSP Technical Frameworks/Templates	
Component	Description
Proximity Search Control	Custom service that integrates with ESRI ARCGIS and other products to provide proximity and address normalization services
Identity / Phonetic Name Search Control	The Identity /Phonetic Name Search Control provides the capability to search identity data inside large databases. It is a Spring-controller that invokes the Informatica Identity Resolution (IIR) (updated version of SSA-Name3) search service.
Effective Dating Utility	The Effective Dating Utility provides an extensible effective dating framework that provides continuous and non-continuous effective dating methods. Non-continuous dating will allow conditional gaps in date ranges for data entities based on configurable type codes.
Exception Handling Framework	This framework provides application developers with a consistent way to handle exceptions across the application whether from services or object oriented components.
Application Integration Framework	APSP Integration Services provides the integration and messaging backbone of APSP-based applications. It uses open source protocols so it is not tied to

APSP Technical Frameworks/Templates	
Component	Description
	a particular ESB or integration package.
SOAP over HTTP Integration Adapter/Connector	APSP connector that enables Simple Object Access Protocol (SOAP) to web services through the HTTP transport protocol, facilitating the integration and calling of web services.
SOAP over JMS Integration Adapter/Connector	APSP connector that enables Simple Object Access Protocol (SOAP) to web services through the JMS transport protocol, facilitating the integration and calling of web services.
Oracle Universal Content Management Provider Implementation	Integration of Oracle Universal Content Management Provider Interface to provide document management and content management capability in APSP.
Forms Architecture Framework	The Forms Architecture Framework integrates Adobe LiveCycle forms within the overall APSP framework container to provide forms services for online applications.
Correspondence Architecture Framework	The Correspondence Architecture Framework provides for the ability to jointly handle singular, highly customized correspondence and high-volume, dynamic content correspondence. The correspondence architecture merges a layout with data to produce correspondence, then routes that correspondence to a printer, content management software or browser/PDF.
Oracle Provider Implementation for Enterprise Search	Component that provides Enterprise Search Service through the Oracle Secure Enterprise Search.
Simple Reference Application for Architecture	This is a case management reference application that provides validation that the APSP technical architecture is configured properly.
Batch Job Dispatcher	Custom job dispatcher to handle asynchronous batch execution using batch database queue.
Oracle Policy Automation Concrete Adapter for Rules Service	Oracle Policy Automation APSP implementation for in-memory or web-service based rules execution.
Oracle Policy Automation Implementation Interface	This is an interface that allows a business object or service to call Oracle Policy Automation. It is built with open standards so that other rules engines could be called by the same interface.
Encryption Services	An encryption service and enablement service for APSP.

The Contractor will perform the following steps and process to install and verify the SOA components in the development host environment:

- Develop the preconfigured integration using the Accenture Public Service Platform in the Contractor's San Antonio Delivery Center (SADC). Demonstrate the integration prior to bringing Virtual Machine Image to State hosting and installing on State provided development host environment.
- Contractor will develop with State Technical Team the plan to install and configure the Virtual Machine (VM) Images on the State provided development host environment.
- Contractor will then bring the Enterprise Architecture, on virtual images including both APSP and commercial products, to State for the combined Contractor and State team to install, configure, and verify.

Training

Initial Training – The Contractor's Training Lead will define with the State's training lead a training plan to include the following training components to coincide with implementation services. The acceptance criteria for the completion of the implementation of Training milestone is assumed to be the completion of the training curriculum established in the State Training plan of up to 10 personnel.

Knowledge transfer sessions – Contractor organizes specific knowledge transfer sessions on topics relevant to the execution of the program to occur throughout the project.

Staffing plan – Working with State staff, the Contractor will assess State staff for skill and content knowledge gaps.

Access to Contractor Product Knowledge – When working with Contractor, State has access to knowledge capital and knowledge content on products including core components, as described in the APSP Software license in Attachment A – Section III.

Access to Oracle Training – Contractor training team will work with State Training lead to identify the Oracle University classes within the defined training budget that will provide additional knowledge and insight in to the tools.

Access to our APSP knowledge system – With an APSP license procured by the State, State staff will have access to various APSP content, configurations and will have opportunities to simulate business processes.

Recurring Training

Annual training during the Term of the contract includes an annual 1 day, Annual Training Planning Session with the Contractor's APSP training and planning coordinator working with up to 8 State training coordinators. The annual training planning session would result in an annual training schedule that would designate how the remaining, pool of training dollars would be allocated to the extensive APSP and Oracle training courses available through Accenture and Oracle, respectively. The pricing and the budget for the recurring training is provided in Attachment B.

Proof of Concept Development and Acceptance Testing

- Working with State, Contractor will create product proof of concept scripts to demonstrate that the aspect of the architecture works as specified. State Resources will work with Contractor to create acceptance test scripts simultaneously.
- While Contractor is creating the demonstration materials for the product proofs of concept, the Contractor will also be working with State subject matter experts that are creating the Acceptance Test scripts. This approach provides Acceptance Test scripts that are both functionally relevant and technically viable.
- Contractor will develop integrated proof of concept modules and components.
- Contractor will execute the integration proof of concept modules to prove integration between all products. The expected outcomes and success criteria from the planning phase will be used to determine if the product installations are valid.

- State performs Acceptance Test with Contractor Support. Test Scripts will be completed as a result of the planning for the Proof of Concepts for each product. State employees will create the acceptance test scripts, while Contractor will provide guidance on the products and will advise State resources. This approach produces Acceptance Test scripts that are informed of both product technical functions and of expected end-user functionality.

Documentation Deliverables, Quality, and Security

Contractor will provide consistently high quality documentation that is accurate, without errors and does not contain placeholders or blanks unless specified in external documents that are presented concurrently. Contractor will consistently implement solutions based on leading practices from Oracle, NIST, HIPAA/HITECH and deliver coherent, useful, reusable documentation.

Contractor will review the resulting SOA architecture to evaluate the Oracle security product for compliance with 45 CFR 95.621 and conformation to the high-security baseline of NIST 800-53 Revision 3.

500 hours of optional Technical Support Services

Contractor provides up to 500 hours of optional technical support services annually during the term of the contract from its APSP team out of the San Antonio Delivery Center on an annual basis. Support is support outside of the standard APSP maintenance agreement under the APSP license agreement. Additional support above the 500 hours annually is available as additional services as described in Section IV of Attachment A using a change order based on the time and materials rate card in Schedule 4 of Attachment B.

Reference Application Development

Contractor provides developer resources to work with State resources to build a reference application. The Reference Application would exercise each core component through a use case. The specific use case will be mutually agreed upon prior to beginning of Acceptance Testing.

II. Accenture Public Software License and Maintenance

The Contractor provides the State, defined in the contract as the Agency of Human Services, with a license to the APSP software components as described in Attachment A - Table 3. The license is provided upon receipt of license payment as indicated in Section III of Attachment B and is governed by the terms in Schedules D1 and D2. Upon receipt of Annual payment for Software Maintenance services as indicated in Schedule 2 of Attachment B, the State receives APSP software maintenance and support as governed by the terms of Schedule D1 and D3.

III. Additional Services

The following proposed Additional Services are to be provided on a time and materials basis using the time and materials rate card in Attachment B – Schedule 4 as the means for payment, billed monthly in arrears.

- a. Provide project planning for the additional services including development of work plan and associated change orders.
- b. Collaborate with State staff for installation and design of the core components and APSP in Production, Test, User Acceptance Test, and Disaster Recovery/HA environments predetermined by the state staff. Provide leading practices-based, baseline installation documentation for the additional technical environments.
- c. Collaborate with State staff for installation and design of the additional non-core Oracle components in Development, Production, Test, User Acceptance Test, and Disaster Recovery/HA environments predetermined by the state staff. Provide leading practices-based, baseline installation documentation for the additional technical environments.
- d. Implement core scope POC in test, and production environments and verify governance and change management processes
- e. Provide support to third parties and Agency entities building on core components and APSP services

Project Management

The Contractor will work with the Agency and State teams to develop the additional services Work Plans and complete supporting deliverables as agreed upon and documented in the change order that will be added to the contract as work estimates and scope are finalized. Any and all additional services work shall be mutually agreed upon and incorporated as a change order to this contract.

Installation and Configuration of the components in the Development, Test, DR, and Production Host Environments

The Contractor will provide leading practices-based, baseline installation documentation and assist the state in the installation, configuration, and establishment of the Oracle non-core components in the AHS Development, Production, Test, and Disaster Recovery/HA host environments.

The Contractor will provide leading practices-based, baseline installation documentation and assist the state in the installation, configuration, and establishment of the core components in the Production, Test, and Disaster Recovery/HA host environments.

Upon receipt of a mutually agreed upon change order, the Contractor agrees to support the State in the Statewide installation, configuration and establishment of the following Oracle components in the pre-determined state specified environments.

Table 4. Complete Inventory of Licensed Components and Implementation Site

Product Description	AHS Implementation	Statewide Implementation
Accenture Public Service Platform	X	
Oracle Policy Automation		
Oracle Policy Modeling Application	X	
Oracle Policy Automation	X	
Oracle Fusion Middleware		
WebLogic Suite		X
SOA Suite for Oracle Middleware		X
Oracle I&AM Suite		
Identity and Access Management Suite Plus		X
Oracle Unified Business Process Management Suite		
Unified Business Process Management Suite		X
Oracle MDM		
Oracle Customer Hub Data Steward Application		X
Oracle Customer Hub B2B		X
Oracle Customer Hub B2C		X
Oracle Activity IHub B2B for Oracle Customer Hub B2B		X
Oracle Activity Hub B2C for Oracle Customer IHub B2C		X
Oracle Customer Master Data Management Integration Base Pack		X
Oracle Data Quality Matching Server		X
Oracle Data Quality Address Validation Server		X
Oracle Data Quality Parsing and Standardization		X

Product Description	AHS Implementation	Statewide Implementation
Server		
Oracle Data Quality Profiling Server		X
Additional Non-Core Oracle Products		
Oracle Database Enterprise Edition		X
Real Application Clusters		X
Advanced Security		X
Oracle Active Data Guard		X
Diagnostics Pack		X
Tuning Pack		X
Change Management Pack		X
Provisioning and Patch Automation Pack for Database		X
Configuration Management Pack for Oracle Database		X
Business Intelligence Publisher	X	
Identity Analytics Employee		X
Identity Manager Connector Database Applications Table		X
Identity Manager Connector Database User Management		X
Identity Manager Connector Microsoft Active Directory		X
Identity Manager Connector Microsoft Exchange		X
Identity Manager Connector PeopleSoft Enterprise Applications		X
Identity Manager Connector Microsoft Windows		X
Identity Manager Connector UNIX		X
Identity Manager Connector IBM RACF Connector Perpetual Management Pack Plus for Identity Management		X
SOA Management Pack Enterprise Edition		X
WebLogic Server Management Pack Enterprise Edition		X
Audit Vault Server		X
Audit Vault Collection Agent		X
Management Pack for WebCenter Suite		X
WebCenter Suite		X

Proof of Concept Deployment

Upon receipt of a mutually agreed upon change order, the Contractor will deploy the POCs developed in the development environment into the test and production environment at Agency direction and verify the SOA governance and change management processes are operating as designed. Scripts developed in the core scope process can be re-executed in test to verify the functions.

Application Development Support

Upon receipt of a mutually agreed upon change order, the Contractor will provide developer resources to work with State and third party resources to build functionality on top of the APSP framework and corresponding products based on agreed upon use cases. The Application development efforts could include the use case and associated business process flows and related services with corresponding rules and pages.

The Contractor also agrees to the following:

A. Deliverable Expectation Documents and System Acceptance Criteria. Pursuant to the Project schedule, the Contractor and AHS will develop and mutually agree on System Acceptance Criteria (SAC) for the system and Deliverable Expectation Documents (DEDs) for the respective deliverables. System acceptance and deliverable acceptance will be contingent on material compliance with all criteria on the SAC or DED, as applicable. The SAC will be developed and mutually agreed at least thirty (30) calendar days before post requirements confirmation (design) work on the system begins.

B. Deliverable Acceptance. Within thirty (30) calendar days of the effective date of this Agreement, the Parties will mutually define detailed procedures for Deliverable Acceptance using the applicable DED. Such process will include timeframes for each party to perform its respective obligations and provisions for conditional and deemed acceptance as appropriate and mutually agreed.

C. System Acceptance. Upon completion of its testing, Contractor shall certify in writing to AHS that the system is ready for system acceptance. AHS shall then evaluate the system based on the SAC. The system test period shall be completed by AHS within forty-five (45) calendar days after Contractor has certified to AHS that the system is ready for system testing. If in the course of system testing AHS determines that the system materially conforms in all material respects to the SAC, AHS shall provide certification to Contractor of System Acceptance. If, however, AHS determines that the system does not conform in all material respects to the SAC, AHS shall notify Contractor of the details of said nonconformity. AHS shall work in good faith with Contractor to resolve all nonconforming aspects of the system. At the end of the forty-five day review period AHS shall provide either the written statement of system acceptance or a statement of rejection with a description of the nonconformities. If AHS fails to provide any such statement then Contractor shall notify AHS that the statement has not been received. AHS shall have ten (10) additional calendar days to provide the statement of acceptance or rejection. If the statement is still not delivered at the end of the additional period then acceptance shall be deemed to have been granted. Acceptance will not be withheld for delays, actions or omissions of AHS or third parties outside of Contractor's reasonable control.

D. Warranty: Contractor represents and warrants that each deliverable and the system provided under this Agreement will materially conform to all requirements of the applicable DED or SAC for ninety (90) calendar days from delivery and that all services will be performed in a good and workmanlike manner. EXCEPT AS SET FORTH IN THIS SECTION, CONTRACTOR MAKES NO OTHER WARRANTIES AND EXPRESSLY DISCLAIMS ANY OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT OF THIRD PARTY RIGHTS, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

E. Third Party Products: With respect to all products and materials provided by third parties and services purchased by Contractor for the AHS ("Third Party Materials"), Contractor shall pass through or assign to the AHS the rights Contractor obtains from the third parties of such Third Party Materials and services, including warranty, escrow and license rights, all to the extent that such rights are assignable. AHS acknowledges and agrees that the provisions of the applicable third party agreement will supersede any requirements of this Agreement with respect to the Third Party Materials and Contractor shall not have any greater obligations or liability for Third Party Materials beyond the provisions of the applicable agreement with the third party.

F. Change Order Process: During the term of this Agreement, either the AHS Project Director or the Contractor's project manager may propose to modify the scope or requirements of the Deliverables or Services provided for in this Agreement. In such cases, the Party requesting the change shall forward to the other party a written Change Control Request pursuant to the protocol set forth in the "Change Control Process" to be developed by the parties within 30 days of the Effective Date and, upon mutual agreement, deemed incorporated herein. Pursuant to such Change Control Process, no scope or work modifications, including, without limitation, modifications necessary from any changes to laws or regulations, shall be approved, performed or required until a change order is agreed and executed by the AHS Procurement Officer and an authorized representative of Contractor.

G. State Delays: In the event of a nonperformance or delay caused by the State, AHS or their contractors or agents, Contractor will be excused from performance until such time as AHS remedies the applicable nonperformance. The Project schedule will be revised and extended to address the impact of the delay and Contractor shall be entitled to a change order in the amount of its substantiated costs resulting from the applicable delay or nonperformance.

H. Use of Name: Except as necessary to defend itself from any allegations or disparaging reports, neither Party may use the name of the other in connection with any advertising, publicity materials, activities, or otherwise outside of its own organization without the prior written consent of the other Party.

**ATTACHMENT B
 PAYMENT PROVISIONS**

I. Overview

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services specified in Attachment A, or services actually performed, up to the maximum allowable amount specified in this agreement. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

- **Section II. Core Scope for Development Environment Installation of SOA Infrastructure Products Payment Schedule**
- **Section III. Accenture Public Service Platform License and Maintenance Payment Schedule**
- **Section IV. Annual Recurring Services Payment Schedule**
- **Section V. Additional Services Rate Card**

II. Core Scope for Development Environment Installation of SOA Infrastructure Products Payment Schedule

Schedule 1 is based upon the submission and acceptance of the deliverables described in the scope of work described in the Attachment A – Section II. Core Scope price assumptions associated with this Payment Schedule are listed below this table and form the basis for the price for the deliverables and milestones.

Schedule 1. Payment Schedule for the Core Scope

Item Description	Price	Retainage	Retainage Release Milestones
Deliverable Description			
Project Work Plan	\$28,096	\$1,404.80	Installation of Hardware and Operating System
Change Management Plan	\$82,282	\$4,114.10	Installation of Hardware and Operating System
General Backup and Recovery Plan	\$20,069	\$1,003.45	Installation of Hardware and Operating System
Staffing Plan	\$20,069	\$1,003.45	Installation of Base Product and System Tools
Configuration Management Plan	\$24,082	\$1,204.10	Installation of Base Product and System Tools
Detailed System Architecture and Design	\$28,900	\$1,445.00	Installation of Base Product and System Tools
Detailed Installation and Test Plans with Test Scripts	\$8,027	\$401.35	Installation of Base Product and System Tools
Detailed Training Plan and Training Materials	\$88,882	\$4,444.10	Training
Service Level Agreement(s)	\$36,124	\$1,806.20	Training
System and Technical User Documentation	\$8,027	\$401.35	Training
Help Desk Procedures	\$8,027	\$401.35	Training

Design of Reference Application	\$105,000	\$5,250.00	Acceptance Testing for Development Environment Installation
Unit Test of Reference Application and Code	\$140,000	\$7,000.00	Acceptance Testing for Development Environment Installation
Acceptance Test of Reference Application	\$105,000	\$5,250.00	Acceptance Testing for Development Environment Installation
Deliverables Subtotal	\$702,585	\$35,129.25	
Milestones	Price		
Installation of Hardware and Operating System (including professional services must be based on fully loaded costs including all travel and expenses) – The acceptance criteria for the completion of the Installation of Hardware and Operating System Milestone is specified as the installation of the APSP virtual image and its verification by installation scripts on State provided development environment hardware. The verification process will be specified in the State approved installation script.			\$58,725
Installation of Base Product and System Tools (including professional services must be based on fully loaded costs including all travel and expenses) – The acceptance criteria for the Installation of Base Product and System Tools is specified as the configuration of the Oracle product core components within the APSP architecture on the State provided development environment hardware and verification of their configuration for development through scripts as approved in the Detailed Installation and Test Plans with Test Scripts Deliverable.			\$341,288
Acceptance Testing for Development Environment Installation – The acceptance criteria for the completion of Acceptance test is the successful execution of proof of concepts and tests scripts as defined and approved by State in the Acceptance test section of the Detailed Installation and Test Plans with Test Scripts Deliverable			\$53,927
Training – The acceptance criteria for the completion of the implementation of Training milestone is assumed to be the completion of the training curriculum established in the State Training plan of up to 10 personnel. The assumed training curriculum is specified in the training section of our			\$34,111

response to the RFP. Ongoing training is specified as access to updated training material available with the APSP release.

Milestones Subtotal	\$488,051
ONE-TIME PRICES TOTAL	\$1,190,636

Base Scope Price Assumptions

- (1) The prices are based and estimated deliverable dates are based on a start date of February 1, 2011.
- (2) State pays the initial software license fees for Accenture Public Service Platform and required Oracle products upon delivery of software.
- (3) The price for each deliverable will be billed upon state acceptance of the deliverable. A 5% retainage will be applied to each deliverable. Release of retainage is tied Milestones indicated in Schedule 1 and will be invoiced upon accomplishment of those milestones.
- (4) Accenture's fixed price is based on delivery of the fixed scope of services as described in Attachment A - Section II and stated prices assumptions. The scope of the services documented will remain unchanged, except as the parties may agree in writing.
- (5) Accenture's performance of the Contract and price is dependent on the State prompt and effective performance of its responsibilities, including timely decisions and approvals.
- (6) The RFP and other information provided by or referenced by the State to the bidders is accurate and complete. If, after the Contract is signed, it is determined that the RFP or other information provided by the State to the bidders is materially inaccurate or incomplete, the parties will negotiate an adjustment in the project schedule and the fees and expenses, as applicable, per the Contract's change order process.
- (7) The State will commit resources and management involvement as described in the Contract or as required by the work effort in order to support Accenture's delivery of the services and to perform the agreed upon acceptance procedures in a timely manner.
- (8) The State will obtain all consents necessary from its third parties (i.e., those not under contract with Accenture) required for Accenture to perform its obligations under this Contract. The State will be responsible for the contractual relationship with such third parties and for facilitating their cooperation with Accenture. Accenture will not have any responsibility for the performance of other contractors or vendors engaged by the State (other than Accenture's subcontractors) or delays caused by them. There are no third party beneficiaries to this Contract.
- (9) Changes to the information provided in the RFP and the State's responses to questions or changes in federal or state laws or regulations will go through the project Change Control Process that will be described in the Change Management Plan deliverable to address potential impacts to our proposed services that may affect project.
- (10) Third party products, including COTS software, are subject to the warranty and the terms and conditions in the applicable agreement with the third party provider.

- (11) State will provide an appropriate tax exemption certificate to Accenture
- (12) Accenture makes use of its San Antonio Deliver Center (SADC) and Delivery Network to perform some of the work for the SOA Infrastructure project as described in Attachment A.
- (13) State will pay the amounts payable to Contractor within thirty (30) days of receipt of invoices submitted by Contractor.
- (14) If there is a good faith dispute with regard to a portion of an invoice, State will provide notice and detail of the dispute prior to the invoice due date, and will pay the undisputed portion as provided in this Agreement. Upon resolution of the dispute, final agreed amounts owed Contractor will be paid.
- (15) State is responsible for providing adequate hardware for the development environment as specified in the configuration in the Detailed Installation and Test Plans with Test Scripts deliverable.
- (16) During implementation and for any on-going maintenance provided to State by Accenture on-site, State provides access to desk and standard office equipment co-located with the State team.
- (17) The price for development of the proof of concept and reference application is based on State developers working with Contractor's developers as described in Contractor's response. Below is the initial listing of required resources from State and approximate durations. Each State resource is expected to be fulltime during the times specified. Dates were taken from the RFP response and will be finalized with the mutually agreed upon core scope work plan.

Table 2. Requested State Resources and Duration based on February 1, 2011 Start

Role/Name	Role Description	Start	End
These roles are the base level of support needed from the agency to support knowledge transfer and core scope installation			
AHS Network Admin	Team with Accenture Support Technician to identify current hardware and network topology. Plan VM Copy and configuration. Prepare network for VM copy.	2/28/11	3/16/11
AHS Project Manager	Oversee engagement plan, design, implementation and test from AHS standpoint. Team with Accenture project management for project kickoff and orientation of current AHS environment. Participate in all planning activities, including reviewing deliverables and final sign-off.	2/1/11	6/17/11
AHS Tech Admin	Collaborate with Accenture Support Technicians to plan VM copy to AHS servers. Prepare servers for SOA Suite, BPM, and OPA VM installs. Assist in installing and configuring SOA Suite, BPM, and OPA VM installs.	2/28/11	5/2/11
AHS Tech Admin 2	Collaborate with Accenture Support Technicians to plan VM copy to AHS servers. Prepare servers for MDM and OAM Suite VM installs. Assist in installing and configuring MDM and OAM VM	4/11/11	4/26/11

	installs.		
AHS Technical Architect	Oversee architecture plan, design, implementation and test from AHS standpoint. Team with Accenture technical architects for orientation of current AHS technical environment. Participate in all technology planning activities, including reviewing technical deliverables and final sign-off.	2/7/11	5/9/11
AHS Training lead	Assist Accenture training lead in identifying knowledge transfer goals and activities. Assist Accenture training lead in determining those AHS resources to receive knowledge transfer and training. Final sign off on Training Plan.	2/1/11	3/8/11
For business knowledge transfer on core components and development of Acceptance Test Scripts			
AHS Business Analyst 1	-Team with Accenture Product Technician to determine AHS policy and business rules. -Acceptance test OPA installation.	5/9/11	6/17/11
AHS Business Analyst 2	-Team with Accenture Product Technician to determine Master Person Index requirements. -Acceptance test MDM/eMPI installation.	5/9/11	6/17/11
AHS Business Analyst 3	-Team with Accenture Product Technician to determine workflow requirements. -Acceptance test Unified BPM Installation.	5/9/11	6/3/11
AHS Business Analyst 4	-Team with Accenture Product Technician to determine SOA governance requirements. -Acceptance test SOA Suite installation.	5/9/11	6/3/11
AHS Business Analyst 5	Team with Accenture Product Technician to determine Identity, access and authorization requirements. Acceptance test Security suite implementation.	5/9/11	6/3/11
Optional, for Reference Application development			
AHS Business Analyst 6	Team with Accenture Product Technician to define and develop business services for reference application	5/2/11	5/27/11
AHS Business Analyst 7	Team with Accenture Product Technician to define and develop business rules for reference application	5/2/11	5/27/11
AHS Business Analyst 8	Team with Accenture Product Technician to define and develop business process for reference application	5/2/11	5/27/11
AHS Business Analyst 9	Team with Accenture Product Technician to define and develop MDM mappings for reference application	5/2/11	5/27/11
AHS Developer	Team with Accenture Product Technician to define and develop application pages for reference application	5/2/11	6/17/11

III. Accenture Public Service Platform License and Maintenance Payment Schedule

The table below lists the prices for the APSP Technical Architecture and the related annual maintenance fees. The Prices quoted are based on the Price assumptions below the APSP License and Maintenance Schedule Table.

Schedule 2. Software License and Maintenance for APSP

Item Description	Price
Accenture Public Service Platform Technical Architecture - 1 Enterprise License for Vermont Agency of Human Services	\$ 700,000
Contract Year 1 Maintenance for APSP Technical Architecture	\$ 140,500
Contract Year 2 Maintenance for APSP Technical Architecture	\$ 147,525
Contract Year 3 Maintenance for APSP Technical Architecture	\$ 154,901

- (1) This cost is for APSP maintenance and help desk support as explained in our response to the RFP. The Help Desk support is telephonic support through our San Antonio Delivery Center. AHS designates up to four primary and six backup technical contacts to serve as liaison with the APSP help desk.
- (2) AHS access to upgrades of non-Accenture 3rd party products is included in the maintenance cost for those products. If the AHS technical staff require additional hours to support the upgrades, then that can be drawn down from the pool 500 hours of optional technical support services in the Services agreement associated with the project.
- (3) As part of project planning Contractor will work with AHS to determine if a statewide license is needed for all of APSP or of components of the architecture. If a statewide license is needed an appropriate amendment to this contract will be negotiated.
- (4) Accenture will invoice AHS annually in advance for the Support and Maintenance Services fee(s) set forth in Attachment B. Accenture will invoice AHS monthly for any additional expenses (including without limitation, any fees owed for exceeding the Allotted Monthly Hours).

IV. Annual Recurring Services Payment Schedule

The Schedule 3 below lists the annual prices for additional development services related to the SOA Infrastructure services. These prices are based on State procuring annual maintenance on the Accenture Public Service Platform (APSP). Help Desk support, maintenance for APSP, and annual upgrades are part of the maintenance cost of the APSP license. The Prices quoted are based on the Price assumptions below the Annual Recurring Price Schedule.

Schedule 3. Annual Recurring Prices

Annual Recurring Price Table				
ITEMIZED Recurring Prices	Year 1 Prices	Year 2 Prices	Year 3 Prices	TOTAL 3-YR Price

Annual Recurring Price Table				
Total firm fixed annual price for Training (1)	\$ 50,000	\$ 50,000	\$ 50,000	\$ 150,000
Total firm fixed annual price for ongoing system staff training (2)	\$ Included (6)	\$ Included (6)	\$ Included (6)	\$ Included (6)
Total firm fixed annual price for a pool of 500 hours of optional Technical Support Services.	\$ 72,315	\$ 75,208	\$ 81,344	\$ 228,867
TOTAL ANNUAL RECURRING PRICES				

- (1) The price for annual training includes an annual 1 day Annual Training Planning Session with the Accenture APSP training and planning coordinator working with up to 8 State training coordinators, price of which is \$1,500. The annual training planning session would result in an annual training schedule that would designate how the remaining, annual \$48,500 pool of training dollars would be allocated to the extensive APSP and Oracle training courses available through Accenture and Oracle, respectively.
- (2) During the annual training planning session, the 8 State training coordinators in attendance in the Annual Training Planning session would determine the allocation of the \$48,500 training dollars.
- (3) The Contractor fixed annual price for 500 hours of Technical Services is based on providing these services primarily from the Contractor's San Antonio Deliver Center.

V. Additional Services Rate Card

The below Contractor rate card for Additional Services is provided for the additional services described in Attachment A and other changes and change orders that might arise under the scope of this contract. We have provided an optional time and material rate card below to deliver services. Rates are based on delivery in Accenture Delivery Center Network facilities. Any On-site service would include actual travel expenses for staff in Vermont in addition to the rate, in accordance with Vermont State Travel and Expense policies. These rates are subject to escalate annually starting in Contract Year Two by the Employment Cost Index (ECI) for the Professional and Related Industry. The Rate Card maximum cannot exceed or outpace the ECI rate of inflation.

Schedule 4. Rate Card for Additional Services

Time and Material Rate Card for Additional Services				
Title	Description	Year 1 Rates \$	Year 2 Rates\$	Year 3 Rates\$
APSP Delivery Center - Manager	Responsible for the successful completion of end to end systems integration project work. Coordinates across development teams, manages the integrated project plan and is responsible for issue and risk mitigation. Efforts typically include extensive changes to existing functionality or the implementation of new applications and/or technology.	125.00	125.00	125.00

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APSP Delivery Center - Test Lead / Sr Team Lead	Defines the defect tracking process and incorporates it into the overall development process. Reviews the development process to check that defect tracking is properly addressed. Works with the deployment lead to plan the application releases. Manages testers' work throughout the project life cycle to facilitate on-time/on-budget performance.	115.00	115.00	115.00
APSP Delivery Center - Team Lead/Technical Designer	Team Lead is responsible for supervising deliverable development by software engineers and test analysts. Generally, a workstream will be further divided into cells or teams based on functional area, technical needs, and/or project lifecycle demands. Examples of teams might include a test data team, a J2EE team, or a functional area team (e.g., process statements for participations). Supervision includes assigning specific components to specific resources, reviewing deliverables (code, test scripts, unit tests, etc.), participating in checkpoints, reporting status to Project Managers/Workstream Leads, managing resource issues, integrating with other teams to provide a cohesive final product, and managing team level issues and risks.	99.00	99.00	99.00
APSP Delivery Center - Operations Support Specialist / Sr Developer	Provides operations support and monitoring to the APSP technical architecture	90.00	90.00	90.00
APSP Delivery Center - Developer / Test Analyst	Develop and enhance applications based on specifications. Codes and tests according to design specifications. Skilled in coding, testing, and implementing configuration changes to software applications to meet both functional and technical requirements. Unit test applications and develops system and user documentation.	75.00	75.00	75.00
APSP Delivery Center - Developer/Tester Assistant	Analyst identifies and documents the current environment. Collects and organizes data. Participates in and documents interviews. Technical Analyst codes or configures development components based on detailed designs, creates test scripts based on detailed designs, executes test scripts and documents results.	59.00	59.00	59.00
Delivery Executive	Responsible for outcomes associated with major programs or initiatives. Efforts can be large/complex system implementation programs or multi-year outsourcing engagements. These roles are highly customized to the individual client situation and solution on an opportunity by opportunity basis.	330.00	330.00	330.00
Senior Solution Architect	Responsible for successful completion of technology projects within area of responsibility. Specializes in functional, application or technical architecture.	295.00	295.00	295.00

Project Manager	Responsible for the successful completion of end to end systems integration project work. Coordinates across development teams, manages the integrated project plan and is responsible for issue and risk mitigation. Efforts typically include extensive changes to existing functionality or the implementation of new applications and/or technology.	265.00	265.00	265.00
Training Lead	Subject matter advisor. Deep understanding of Training methodology. Responsible for successful completion of technology projects within area of responsibility. Instill commitment to quality, customer service, ownership, and teamwork. Training lead helps to enable organizations to identify the changes needed to achieve business goals and prepare workforces for coming changes.	240.00	240.00	240.00
Product Specialist	Subject matter advisor. Deep understanding of technical architecture. Responsible for successful completion of technology projects within area of responsibility. Instill commitment to quality, customer service, ownership, and teamwork. Training lead helps to enable organizations to identify the changes needed to achieve business goals and prepare workforces for coming changes.	240.00	240.00	240.00
Tech Architect	Responsible for architecting key solution components and dependencies. Provide new and advanced experience in key functional or technical areas.	195.00	195.00	195.00
Training Designer	Understanding of training methodology. Responsible for architecting training documenting and training plans.	165.00	165.00	165.00
Sr Functional/ Technical Analyst	Senior Analyst will perform support activities for engagements, such as data gathering, fundamental analysis, structuring analysis in presentation format, developing presentations and graphics, organizing interview logistics, aggregating data and documenting the results. Technical Senior Analysts will code or configure development components based on detailed designs, participate in design sessions, experience in planning and executing the various phases of Application Testing, creating test conditions, test scripts, and compiling test data during the test planning phases of projects.	150.00	150.00	150.00
Programmer /Analyst	Analyst identifies and documents the current environment. Collects and organizes data. Participates in and documents interviews. Technical Analyst codes or configures development components based on detailed designs, creates test scripts based on detailed designs, executes test scripts and documents results.	110.00	110.00	110.00

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India Delivery Center – Senior Manager	Responsible for successful completion of technology (design, build, and test) projects – on time, on budget, with technical & functional requirements delivered. Directs deliverable development, manages, and reports on progress towards team and unit objectives.	45.00	45.00	45.00
India Delivery Center – Project Manager	Project Manager provides Project Administration, Project Coordination, and Project Management Support for various types of IT-related projects. Works in coordination with Project, Program, or Product Management as assigned to a specific IT project(s). Reports to IT Project and Program Management Services	39.00	39.00	39.00
India Delivery Center – Snr Team Lead/Specialist	Design components of the application or technology to meet the business process design and application requirements. Highly skilled designers and developers who can supervise and coach less experienced designers, developers and testers.	36.00	36.00	36.00
India Delivery Center – Team Lead/Technical Designer	Responsible for supervising deliverable development by developers and test analysts. Generally, a workstream will be further divided into cells or teams based on functional area, technical needs, and/or project lifecycle demands. Examples of teams might include a test data team, a J2EE team, or a functional area team (e.g., process statements for participations). Supervision includes assigning specific components to specific resources, reviewing deliverables (code, test scripts, unit tests, etc.), participating in checkpoints, reporting status to Project Managers/Workstream Leads, managing resource issues, integrating with other teams to provide a cohesive final product, and managing team level issues and risks.	33.00	33.00	33.00
India Delivery Center – Senior Developer	These resources will also be well versed in the various design tools and IDEs associated with the particular tool in use. Has responsibility over more junior developers and is responsible for the technical design.	29.00	29.00	29.00
India Delivery Center – Application Developer/Test Analyst	Experienced in various application development languages/software packages (e.g., J2EE, .Net, package languages). These resources will be versed in the application lifecycle, including technical design, code development, package configuration, unit test (including industry standard automations nUnit/Junit), defect fix, application performance tuning, and code migration.	24.00	24.00	24.00
India Delivery Center –Assistant Application Developer/Test Analyst	Codes and tests according to design specifications. Skilled in coding, testing, and implementing configuration changes to software applications to meet both functional and technical requirements. Some responsibility over other developers with less experience.	19.00	19.00	19.00

ATTACHMENT C
STANDARD STATE 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 **\$1,000,000** per occurrence, and **\$1,000,000** 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, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end

of its fiscal year. These forms are also available on the Finance & Management Web page at:
<http://finance.vermont.gov/forms>

- 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.

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.

ATTACHMENT D
MODIFICATIONS TO STATE TERMS

The provisions of Attachment C, Customary Provisions for Contracts and Grants, and Attachment F, Agency of Human Services Customary Contracting Provisions, are hereby modified for purposes of this Agreement by inserting substitute paragraphs as set forth below. Applicable sections that are not modified by this Attachment D shall apply as set forth in Attachment C or F respectively.

I. Attachment C

6. Independence, Liability: The Party will act in an independent capacity and not as officers or employees of the State. Contractor and the State each acknowledge that it is entering into the Agreement for its own purposes and not for the benefit of any third party.

The Party shall indemnify and defend the State and its officers and employees against all claims or suits of a third party for personal injury, property damage or death arising in whole or in part from any negligent or willful act or omission of the Party or of any agent of the Party in the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The 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.

Notwithstanding any other provision of this Agreement, the following limitations shall apply:

a) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY LOSS OF PRODUCTION, LOSS OF PROFITS OR OF CONTRACTS, LOSS OF BUSINESS OR OF REVENUES, LOSS OF OPERATION TIME, WASTED MANAGEMENT TIME, LOSS OF GOODWILL OR REPUTATION, IN EACH CASE WHETHER CAUSED DIRECTLY OR INDIRECTLY, OR TO GIVE AN ACCOUNT OF PROFITS, OR FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS, DAMAGE, COST OR EXPENSE WHATSOEVER AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY.

b) EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUAL TO THE FEES PAID OR PAYABLE BY AHS TO CONTRACTOR. EACH PARTY SHALL HAVE A DUTY TO MITIGATE ITS LOSSES.

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 covered claims to the extent Party owes the State of Vermont an indemnity under this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all Party's 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 covered claims to the extent Party owes the State of Vermont an indemnity under this Agreement.

9. Requirement to Have a Single Audit: Not Applicable to this Agreement.

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, upon reasonable advance notice, 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, upon reasonable advance notice, to inspect or otherwise evaluate the work performed or being performed under this Agreement. Information obtained through an audit shall be Confidential Information of the disclosing party and shall only be used for the explicit purposes of the audit.

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 and, with respect to its own operations, the Americans with Disabilities Act of 1990. Except as specifically set forth in any applicable software documentation or agreements, Party makes no representation or warranty for the State's compliance with such laws. Party further agrees to include this provision in all subcontracts.

12. Set Off: The State may set off any undisputed 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.

14. Child Support: Not Applicable to this Agreement.

19. Confidentiality: Each party acknowledges that in the course of this business relationship it may have access to information which is proprietary, secret, private, and confidential ("Confidential Information") and which belongs to the other party. Without limitation, the Licensed Materials are Confidential Information of Contractor. Each party agrees not to disclose any Confidential Information of the other received as a result of this Agreement to any third party without the written consent of the other party provided, however, each party may permit access to Confidential Information to employees and agents of that party under

confidentiality obligations consistent with this Agreement. Confidential Information does not include any information which: (a) is or becomes generally available to the public through no disclosure in breach of this Agreement; (b) is wholly and independently developed by the receiving party without the use of the disclosing party's Confidential Information; (c) becomes available to the receiving party from a source not a party to this Agreement, provided that such source is not violating any contractual or legal obligation; (d) was known on a lawful, non-confidential basis by the receiving party prior to disclosure; or (e) is required, based upon the reasonable advice of counsel, to be disclosed by any applicable law, regulation or competent judicial, governmental, or other authority. If the receiving party becomes legally required to disclose any Confidential Information, the receiving party shall, to the extent practicable, provide the disclosing party with prompt written notice of such requirement so that the disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with respect to that disclosure. Each party will exercise commercially reasonable efforts not to disclose any personal data to the other party and to restrict the other party's access to its personal data, but if a party is given access to the other party's personal data, the receiving party will protect such personal data using a reasonable standard of care.

20. Dispute Resolution: The parties agree that in the event of a dispute or alleged breach of this Agreement, prior to resorting to litigation, they will work together in good faith to promptly resolve the matter by escalating it to higher levels of management as needed. This provision shall not apply to disputes involving confidentiality or infringement by either party of the other's intellectual property rights.

21. Force Majeure: Except for payment obligations, each party shall be excused from failure to perform its obligations under this Agreement if such failure results from causes beyond its reasonable control including without limitation, Acts of God, civil unrest, riots, war, boycott, economic sanctions or other "force majeure" events.

22. APSP Software License: In addition to the terms set forth in Attachment C and this Attachment D, additional terms are set forth in Schedules 1, 2 and 3 to this Attachment D regarding the license and maintenance of the Accenture Public Service Platform Software (APSP). In the event of a conflict, the terms of Schedules D-2 and D-3 shall take precedence with respect to their respective subject matter, followed by, in order of precedence, Schedule D-1, this Attachment D, Attachment C and all other Contract terms.

II. Attachment F

5. Voter Registration. Not Applicable to this Agreement.

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

Contractor shall receive a worldwide, royalty-free, perpetual, nonexclusive, transferrable right to the work product created under this Agreement. Notwithstanding such license Contractor shall not have any right to use the State's data or Confidential Information without explicit permission from the State.

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

Each party shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the services.

SCHEDULE D-1
ADDITIONAL SOFTWARE LICENSE AND SUPPORT TERMS

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

“Documentation” means the then current user manuals, reference manuals, operating guides, release notes and design notes associated with the Licensed Software and any applicable Updates.

“Enhancements” means changes and code revisions to the Licensed Software that provide minor operational enhancements that do not change the overall utility, functionality, capability or application of the Licensed Software and that are made commercially available by Accenture to existing Support and Maintenance Services clients.

“Error” means any verifiable and reproducible failure of the Licensed Software to materially conform to the Specifications and shall exclude failures as set out in Section 5.2 of Schedule 3 to Attachment D or which do not materially affect the operation, use and output of the Licensed Software.

“Licensed Software” means the Accenture Public Service Platform software along with any Updates. For clarity any open source or 3rd party material incorporated into software will not be considered Licensed Software, and may be subject to their own applicable licensing and support terms.

“Maintenance Release” shall mean a version of the Licensed Software issued solely at Accenture’s discretion and solely for the purpose of correcting Errors.

“Maintenance Services” means those maintenance services to be provided remotely by Accenture regarding the Licensed Software, which services are more fully defined in Schedule 3 to Attachment D below.

“Modifications” means any program changes, modifications, Updates, revisions, derivative works, translations, additions and/or improvements which supplement or modify the Licensed Software or Documentation, or any derivatives thereof regardless of who creates them or when created.

“New Release” means a new version of the Licensed Software with program changes or additions, including revisions, improvements and enhancements to the Licensed Software that alter the functionality of or add new functions to the Licensed Software. For clarity, new products that are not successor versions to the Licensed Software are out of scope and not considered a New Release.

“Nominated Contact” means an employee of AHS who is knowledgeable in the use of the Licensed Software and who shall serve as the primary point of contact between AHS and Accenture for the communication and co-ordination of Support and Maintenance Services.

“Support Services” means those base help desk support services to be provided by Accenture regarding the Licensed Software, which services are more fully described in Schedule 3 to Attachment D below.

“Support and Maintenance Services Fee” means the fee set out in the Attachment B which is to be paid by AHS in exchange for the Support and Maintenance Services.

“Support and Maintenance Services Hours” means the business hours defined in the Attachment A during which Support and Maintenance Services are available.

“Update” means , Maintenance Releases, Enhancements, and New Releases as described above that AHS is eligible to receive according to this Agreement.

“Workaround” means a temporary solution to an Error that allows the Licensed Software to regain functionality in accordance with the Specifications, or reduces the severity of the Error.

2. EXPORT RESTRICTIONS.

Notwithstanding any other provision of this Agreement, each party shall retain responsibility for its compliance with all applicable export control laws and economic sanctions programs relating to its respective business, facilities, and the provision of services to third parties.

3. TERMINATION

3.1 Effect of Termination.

- a) If the termination is by Accenture based on a material breach by the State then, in addition to any other remedies available to Accenture, the License is rescinded and the State shall have three (3) months to cease using and return or destroy the Licensed Materials and any Confidential Information disclosed hereunder.
- b) If Accenture terminates for convenience Accenture shall promptly refund to the State any Support and Maintenance Services Fees paid for the post-termination period.
- c) If the State terminates the Agreement as a result of an uncured material breach by Accenture, then Accenture shall thereafter promptly refund to the State the pro-rata portion of the Support and Maintenance Services Fee paid for the Support Period during which the termination occurred (i.e. the portion of the Support and Maintenance Fee paid for the period following the termination). Upon Accenture’s refunding of said amount, Accenture shall have no further obligations to the State to provide Support and Maintenance Services.

4. GENERAL

4.1 Notice. Any notice or other communication provided under this Agreement shall be in writing and shall be effective: (a) when delivered personally to the other party, (b) five (5) days following deposit of such notice or communication into the nationally recognized mail service (certified mail, return receipt requested, or first class postage prepaid), or (c) upon delivery by overnight delivery services (with confirmation of delivery), to the individual(s) designated below. Either party may designate a different address by giving notice to the other party in accordance with this Agreement.

Notices to Contractor shall be sent to:

Accenture LLP
Attention: Don Grier
1501 S. MoPac Expwy. Suite 300
Austin, TX 78746
Phone: 512-619-4482
Fax: _____

With copies to:

Accenture LLP
Attention: Ben Foster or Legal Lead, Canada and U.S. State and Local Government

1501 S. MoPac Expwy. Suite 300
Austin, TX 78746
Phone: 512-633-0701
Fax: 704-348-4833

Notices to AHS shall be sent to: *note name and address of AHS individual designated to receive notices*

4.2 Use of Name. Accenture and AHS, upon the execution of this Agreement, shall agree upon an initial press release consenting to the use of AHS's name and the License and associated pending implementation of the Software and upon a second press release upon completion of implementation, each of which shall be approved in advance by the other party, which each party has the right to issue or otherwise use; and, in addition, Accenture may include AHS's name on its list of Software Clients/users. In addition, AHS will make reasonable efforts to accommodate one (1) site visit for a prospective user of the Software.

4.3 Alliances. Accenture has alliance relationships with third party product and services vendors. As part of many such relationships, Accenture is able to resell certain products and services and/or may receive compensation from vendors in the form of fees or other benefits in connection with the marketing, technical and other assistance provided by Accenture. The State acknowledges that such relationships may be beneficial to Accenture and assist in its performance of services for its clients.

4.4 Severability; Waiver. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the balance of the Agreement shall be enforceable in accordance with its terms. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights or of any other rights hereunder.

4.5 Costs. If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

**SCHEDULE D-2
SOFTWARE LICENSE TERMS**

The following terms, as set forth in this Schedule 2 to Attachment D, shall apply to the Software License:

1. GRANT OF LICENSE

1.1 License Grant. Subject to payment in full of the License Fee as set forth in the Attachment B and compliance with the terms of this Agreement, Accenture hereby grants to the State a limited, non-transferable, non-exclusive license to install and use the software ("Software"), documentation ("Documentation"), and other licensed materials (Software, Documentation and other licensed materials, individually and collectively the "Licensed Materials") solely for its internal business purposes. The license granted hereunder is limited and the Licensed Materials may only be used as described in this Agreement. All rights not expressly granted to the State in this Agreement are reserved to Accenture.

1.2 Back-up Copies. The State may make a reasonable number of non-production copies of the Licensed Materials solely for testing, back up and archival purposes. Such copies must retain all copyright and proprietary notices and legends contained in and on the original copy and are subject to all the terms and conditions in this Agreement.

1.3 Accenture Audit Rights. Accenture reserves the right, upon reasonable prior notice to the State and during normal business hours, to audit usage of the Licensed Materials for the purpose of verifying the State's compliance with the terms of this Agreement. The State shall audit its use of the Software on an annual basis and shall certify to Accenture that its use of the Software is in compliance with the obligations set forth in this Agreement. The Licensed Materials exclude any Third Party Dependent Software. The State will be responsible for acquiring its own license to all Third Party Dependent Software prior to the applicable License Effective Date.

1.4 Export Restrictions. Notwithstanding any other provision of this Agreement: (a) each party shall retain responsibility for its compliance with all applicable export control laws and economics sanctions programs relating to its respective business, facilities, and the provision of services to third parties.

1.5 Federal Use. The Software licensed under this Agreement is "commercial computer software" as that term is defined in 48 CFR 2.101. All US Government end users acquire the Software with only those rights set forth in this Agreement, in accordance with 48 CFR 12.212(b) and/ or 48 CFR 227.7202-1(a) and 48 CFR 227.7202-4, as applicable.

2. LICENSE FEE AND TAXES

2.1 License Fee. In consideration of the license granted for the Term, the State shall pay Accenture a license fee (exclusive of all taxes, tariffs, duties or similar charges) in the amount and manner specified in Attachment B.

2.2 Taxes and Other Charges. AHS represents that it is a tax-exempt government entity and will provide Accenture with an appropriate certification thereof.

3. DELIVERY AND INSTALLATION

3.1 Delivery. Accenture may make the Licensed Materials available to the State for electronic download at the electronic delivery web site located at the following Internet URL: **URL** or via other mutually acceptable electronic transmission method. The State shall have 30 days from download to complete and return the

Certificate of Electronic Delivery contained in Exhibit A.

3.2 No Upgrades or Enhancements. If any enhancements or Software upgrades are provided under any separate maintenance agreement, such enhancements and Software upgrades are provided and shall be deemed a part of the Licensed Materials hereunder.

4. PROPRIETARY PROTECTION AND RESTRICTIONS.

4.1 Restrictions. The State may not use, copy, modify, or distribute the Licensed Materials (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by this Agreement. The State may not (and shall not permit others to) reverse assemble, reverse engineer, reverse compile, or otherwise translate the Licensed Materials in any manner except to the extent that applicable law specifically prohibits such restrictions. The State's rights herein may not be transferred, leased, encumbered, or assigned. The license granted herein permits the State to use the Licensed Materials solely for its own benefit and its own internal business operations. No hosted work, multiple-user license, multi-party access arrangement, aggregation, or similar purpose for the benefit of a third party is authorized by the license granted herein. To the extent the State creates any derivative works of the Software at any time, and to the extent Accenture does not retain all rights to such derivative works, the State hereby assigns all rights in such derivative works to Accenture. In consideration of such assignment, Accenture shall grant the State a nontransferable, nonexclusive, limited license to use and copy such derivative works of the Software in accordance with the license terms and restrictions set forth in this Agreement.

4.2 Access by Contractors. The State may disclose the Licensed Materials (excluding any source code) to third parties performing services for the State and with a need to know, provided that the State, prior to any disclosure, has executed a confidentiality agreement with such third party(s) that protects the confidentiality of Accenture's Confidential Information consistent with the State's obligations hereunder. Any use or access by such third parties shall be solely for the purpose of conducting, or assisting the State with the conduct of, the State internal business purposes. The State shall be jointly and severally liable with any such third party contractors for any loss, misuse, or misappropriation of the Licensed Materials or Accenture's Confidential Information. Any such loss, misuse, or misappropriation shall be deemed a material breach of this Agreement by the State and shall be just cause for termination of this Agreement and any License(s) granted hereunder.

5. LIMITED WARRANTY AND INDEMNITY

5.1 Limited Warranty. Accenture warrants that for a period of sixty (60) days from the commencement of the Term ("Warranty Period"), the Software, as delivered to AHS, will function in all material respects as specified in the Documentation. AHS shall promptly (but in no event later than ten days after discovering the same) provide Accenture with written notice of any failure of the Software to perform as warranted. This warranty is expressly conditioned on AHS's compliance with each of the operating, security, and data-control procedures set forth in the Documentation as well as maintaining the Designated Equipment in the configuration specified in the Documentation. For purposes of the foregoing, Software does not include derivative works, architecture tools, architecture utilities, toolkits, training, Documentation or source code, any and all of which are provided "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY TYPE .

5.2 Exclusive Remedy. In the event the Software fails to perform as warranted, Accenture shall use commercially reasonable efforts to correct any such failure which materially impairs the performance of the Software. In the event Accenture is unable to correct such failure by exercising reasonable commercial efforts, it may, at its option, terminate this Agreement and, as AHS's the State's sole remedy, refund the license fee paid hereunder.

5.3 Remedy. If the Software (not including any third party software) is held to be infringing or where

Accenture believes it may be infringing, Accenture may at its expense and option: (i) obtain for the State the right to continue using such Software; (ii) modify or replace such Software with non-infringing software of similar functionality; or (iii) if Accenture determines that such remedies are not commercially reasonable, the State shall immediately cease using the Software and Accenture shall terminate the license for such Software and return a portion of the license fee paid for the Software, as prorated over the lesser of: a) the length of the Term; b) the length of the relevant Renewal Term; or c) three years.

5.4 Exclusions. Accenture will not be liable to the State if an infringement claim is based upon: (i) use of the Software in any combination with components not supplied or approved by Accenture; (ii) modification of the Software based on the direction or design requirements provided by Client or modifications made by anyone other than Accenture; (iii) use of Software where a non-infringing version or release of the Software with similar functionality which was offered by Accenture to the State would have avoided the claim or infringement; (iv) use of third party software which is delivered or used in conjunction with the Software or; (v) use of the Software in violation of any of the terms of this Agreement.

**SCHEDULE D-3
SUPPORT AND MAINTENANCE TERMS**

The following terms, as set forth in this Schedule 2 to Attachment D, shall apply to the Support and Maintenance Services:

1. GENERAL.

1.1 Scope of Services. This Agreement is applicable only to Support Services and Maintenance Services (“**Support and Maintenance Services**”) related to the unmodified code of the Licensed Software (including any valid Updates). Accenture will have no obligation to provide Support and Maintenance Services for any modification to the Licensed Software that is not created and made available to the State as an Update. The specifications for the Licensed Software (the “**Specifications**”) shall be identified in the Attachment A or in the Documentation associated with any Update, as applicable. The decision as to whether, when, how and at what cost to develop any Enhancements, Maintenance Releases, and/or any New Release will be matters entirely within Accenture’s sole and absolute discretion.

1.2 Accenture Affiliates and Subcontractors. It is agreed by the parties that Support and Maintenance Services may be provided by Accenture, an Accenture affiliate, or a subcontractor employed by Accenture. However, Accenture will be responsible for the performance of such subcontractors or affiliates.

2. SUPPORT SERVICES-HELP DESK SUPPORT.

2.1 Help Desk. The State shall have access to Accenture’s support Help Desk for general inquiries and questions regarding the use and operation of the Software during Support and Maintenance Service Hours and as more particularly set out in Section 3 below. Only Nominated Contacts may contact the Help Desk.

2.2 Allotted Monthly Hours. The Support and Maintenance Service Fees entitle the State to the number of hours per month of Help Desk assistance specified in the Attachment A (“**Allotted Monthly Hours**”). Allotted Monthly Hours must be used within a given month. Any Allotted Monthly Hours which have been not used within a given month expire and may not be carried. Help Desk assistance shall be deducted in fifteen (15) minute increments with a minimum of fifteen (15) minutes per occurrence. For clarity, the State’s reporting of Errors via Help Desk Support does not count against Allotted Monthly Hours.

2.3 Additional Hours of Help Desk Assistance. If the State’s use of the Help Desk exceeds the Allotted Monthly Hours in any month, the State agrees to pay Accenture’s then-current fee for such additional time. Invoices for such additional time shall be payable no later than (30) calendar days after issuance.

2.4 AHS Responsibilities. The State shall be solely responsible for its use and tracking of Allotted Monthly Hours and for keeping Accenture informed of the current Nominated Contacts.

2.5 Out of Scope. Help Desk support does not include (without limitation) scanning support, training, on-site support, assistance with the installation, implementation, integration and/or customization of the Software and/or analysis from the use of the Software. If the parties mutually agree that any such services are to be provided, this shall be subject to a separate written agreement.

3. MAINTENANCE SERVICES: REPORTING, DIAGNOSIS AND CORRECTIONS OF ERRORS.

3.1 Error Reporting. The contact information and methods related to Error correction are listed Attachment A and may be updated upon written notice to the State. If the State detects what it considers to be an Error in the Licensed Software, and which alleged Error is not excluded from support in accordance with Section 5.2, the State

through the Nominated Contact shall promptly notify Accenture of the alleged Error through the appropriate reporting channels as set out in Attachment A ("Error Notification"). The State's Error Notification shall specify the reason why the State believes the Licensed Software does not materially conform to the Specifications, and shall be sufficiently detailed so that Accenture can reproduce and verify the alleged Error.

3.2 Excluded Error. If an Error is determined to be caused by any of the items listed in Section 5.2 (either when received by Accenture or upon investigation) then Accenture shall not have any Maintenance Services obligations regarding the same. Additionally, the State shall be obligated to pay for all time expended by Accenture (including reasonable expenses) in diagnosing, and endeavoring to correct (and/or actually correcting) any such Error(s) that are excluded from Maintenance Services.

3.3 Error Correction Services. Accenture shall use commercially reasonable efforts to correct Errors within the scope of the Licensed Software in accordance with the descriptions and actions contained in Attachment B, which is incorporated into this Agreement.

3.4 Form of Error Corrections. Corrections may be in the form of a Maintenance Release, recommendations related to non-Licensed Software (e.g. install Microsoft Windows patch) or a Workaround. If a Workaround reduces the severity of the Error (but does not eliminate it), target escalation times will continue to apply, but at the reduced severity level.

3.5 Error Reporting and Determination. Accenture will determine the appropriate Error level based on the definitions in Attachment B within its reasonable discretion. The response time set forth in Attachment B is the time period in which Accenture will acknowledge its awareness of the reported issue. The response time begins upon Accenture's acknowledged receipt of formal notification from the State through the means described in Attachment A during Support and Maintenance Service Hours.

3.6 Failure to provide Error Correction Services. If, after exercising commercially reasonable efforts, Accenture reasonably determines that an Error correction or Workaround is not achievable for a Level 1 or a Level 2 Error within a reasonable period, then it may at its option terminate this Agreement on written notice to the State. The State's sole remedy and Accenture's sole liability shall be for Accenture to refund to the State on a pro-rated basis any Support and Maintenance Services Fee paid by the State.

4. MAINTENANCE SERVICES: UPDATES

4.1 Availability of Updates. Attachment A sets forth the Updates that the State is eligible to receive and will make such Updates available to the State as they are generally released. The State may be required to obtain or modify its hardware, software or networking environment in order to use an Update. Such additional requirements will be provided in the Update Documentation.

4.2 Release of Updates. If the State elects to obtain an Update and its related Documentation for which it is eligible, Accenture shall make it available to the State via web download, FTP, or related electronic transmission.

4.3 Fees for Updates. The State shall not be charged any development or licensing fee or charge, nor shall it be charged a separate Maintenance Services fee for any generally released Updates which AHS is eligible to receive.

5. SUPPORT AND MAINTENANCE SERVICES GENERALLY

5.1 Implementation of Updates. The State shall be responsible for installing and configuring any Updates or other software provided to the State pursuant to this Agreement. It is further understood and agreed by the parties that the State shall have the sole responsibility for the development of interfaces between the Licensed Software and any and all other software used by the State, regardless of who licenses the other software.

5.2 Limitations and Exclusions to Support and Maintenance Services. The Support and Maintenance Services do not include any of the following services:

- (a) on-site support;
- (b) the creation or support of customizations to the Licensed Software; or
- (c) Errors and/or other issues in the Licensed Software caused by:
 - (i) misuse or improper use, alteration or damage of the Licensed Software by the State or persons not authorized by Accenture with specific reference to this Agreement;
 - (ii) Modifications to the Licensed Software (including without limitation any modifications to the base code) not created by Accenture;
 - (iii) failure to maintain the necessary networking, hardware, software, and/or environmental conditions for use of the Licensed Software;
 - (iv) failure of the State to maintain standard operational procedures including regular back-ups of its data, and Errors made more difficult by such failure;
 - (v) use of the Licensed Software in combination with any equipment or software not provided by or approved by Accenture with specific reference to this Agreement, or any fault with such equipment or software;
 - (vi) relocation or installation of the Licensed Software by any person other than Accenture or a person acting under Accenture's instruction;
 - (vii) the State not installing and using any Update that has been made available under this Agreement that resolves the Error or using or attempting to use the Licensed Software other than as documented;
 - (viii) the State and/or its personnel failing to use the Software correctly, including in accordance with any user documentation;
 - (ix) any breach by the State of its obligations under this Agreement; or
 - (x) any matters outside Accenture's control.

ATTACHMENT F
AGENCY OF HUMAN SERVICES – TERMS AND CONDITIONS

AHS STANDARD AND CUSTOMARY PROVISIONS

1 Agency of Human Services – Field Services Directors will share oversight with the department (or field office) that is a party to the grant for provider performance using outcomes, processes, terms and conditions agreed to under this grant.

2 211 Data Base: The Grantee providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Grantee will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org

3 Medicaid Program Grantees:

Inspection of Records: Any grants accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and

Inspect and audit any financial records of such Grantee or subgrantee.

Subcontracting for Medicaid Services: Having a subcontract does not terminate the Grantee, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Grantee or subgrantee and provide for revoking delegation or imposing other sanctions if the Grantee or subgrantee's performance is inadequate. The Grantee agrees to make available upon request to the Agency of Human Services; the Department of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all grants and subgrants between the Grantee and service providers.

Medicaid Notification of Termination Requirements: Any Grantee accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Department of Vermont Health Access, Managed Care Organization enrollee notification requirements.

Encounter Data: Any Grantee accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: All Grantees and subcontractors must provide a security plan, risk assessment, and security controls review document within three months of the start date of this agreement (and update it annually thereafter) to support audit compliance with 45CFR95.621 subpart F, ADP (Automated Data Processing) System Security Requirements and Review Process.

4 Nondiscrimination Based on National Origin as evidenced by Limited English Proficiency. The Grantee agrees to comply with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000,

which require that Grantees and subgrantees receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Grantee provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.

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

6 Drug Free Workplace Act. The Grantee will assure a drugfree workplace in accordance with 45 CFR Part 76.

7. Privacy and Security Standards.

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

Substance Abuse Treatment Information: The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Grantee or subgrantee shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

Other Confidential Consumer Information: The Grantee agrees to comply with the requirements of AHS Rule No. 08048 concerning access to information. The Grantee agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations. The Grantee shall ensure that all of its employees and subgrantees performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and nonpublic nature.

Social Security numbers: The Grantee agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

8. Abuse Registry. The Grantee agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Grantee will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Grantee holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Grantee shall also check the central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).

9. Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Grantee who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law.

Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Grantee will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

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

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

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

11. **Security and Data Transfers.** The State shall work with the Grantee to ensure compliance with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Grantee of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Grantee to implement any required.

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

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

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

The State will not supply email accounts to the Grantee.

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

14. **Non-discrimination.** The Grantee will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

The grantee will also not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity under Title 9 V.S.A. Chapter 139.

15. **Environmental Tobacco Smoke.** Public Law 103227, also known as the Prochildren Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

16. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

Grantees are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.