

DVHA Routing Form

Revision Date 5/1/12

Type of Agreement: Contract Agreement #: 24624 Form of Agreement: New Amendment #: _____

Name of Recipient: Software AG USA, Inc. Vendor #: 13344

Program Manager : Laurie Sabens - DCF Phone #: 802-828-4615

Agreement Manager: Meaghan Kelley Phone #: 802-871-3302

Brief
Explanation of Agreement: **Personal services for IT system training**

Start Date: July 22 2013 End Date: October 31, 2013 Maximum Amount: \$74,880.00

Amendments Only: Maximum Prior Amount: _____ Percentage of Change: _____

Bid Process (Contracts Only): Standard Simplified Sole Source Statutory Master Contract SOW

Funding Source

Federal	\$72,633.60		
State	\$2,246.40		

Contents of Attached Packet

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> AA-14 | <input checked="" type="checkbox"/> Attachments A, B, C & F | <input type="checkbox"/> Attachment G - Academic Research |
| <input type="checkbox"/> Sole Source Memo | <input checked="" type="checkbox"/> Attachment D - Modifications to C & F | <input type="checkbox"/> MOU |
| <input checked="" type="checkbox"/> Qualitative/Justification Memo | <input checked="" type="checkbox"/> Attachment E - Business Associate Agreement | <input type="checkbox"/> Other: |

Reviewer	Reviewer Initials	Date In	Date Out
DVHA Grant & Contract Administrator	Kate Jones	K.J.	
DVHA BO	Jill Gould	J.G.	
DVHA Commissioner or Designee	Mark Larson, Commissioner	M.L.	
AHS Attorney General	Seth Steinzor, AAG	S.S.	
Following Approvals for Contracts Only:			
AHS CIO	Darin Prail	D.P.	
AHS Central Office	Diane Nealy	D.N.	
AHS Secretary	Dixie Henry	D.H.	

Vision Account Codes:

FFATA Entry Grant Tracking Module Vision PO #: _____ Initials & Date: _____ Approval & B/C: _____

STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION ----- Form AA-14 (8/22/11)

Note: All sections are required. Incomplete forms will be returned to department.

I. CONTRACT INFORMATION:

Agency/Department: AHS/ DVHA Contract #: 24624 Amendment #:
 Vendor Name: Software AG USA, Inc. VISION Vendor No: 13344
 Vendor Address: 11700 Plaza America Drive, Reston, VA 20190
 Starting Date: 7/22/2013 Ending Date: 10/31/2013 Amendment Date:
 Summary of agreement or amendment: Personal services for IT system training

II. FINANCIAL INFORMATION

Maximum Payable: \$74,880.00 Prior Maximum: \$ Prior Contract # (If Renewal):
 Current Amendment: \$ Cumulative amendments: \$ % Cumulative Change: %
 Business Unit(s): 3410; ; - [notes:] VISION Account(s): 507600;

II. PERFORMANCE INFORMATION

Does this Agreement include Performance Measures tied to Outcomes and/or financial reward/penalties? Yes No
 Estimated Funding Split: G-Fund % S-Fund % F-Fund 97.00 % GC-Fund % Other 3.00 %

III. PUBLIC COMPETITION

The agency has taken reasonable steps to control the price of the contract or procurement grant and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:
 Standard bid or RFP Simplified Bid Sole Sourced Qualification Based Selection Statutory

IV. TYPE OF AGREEMENT & PERFORMANCE INFORMATION

Check all that apply: Service Personal Service Architect/Engineer Construction Marketing
 Information Technology Other, describe:

V. SUITABILITY FOR CONTRACT FOR SERVICE

Yes No n/a If this is a Personal Service contract, does this agreement meet all 3 parts of the "ABC" definition of independent contractor? (See Bulletin 3.5) If NO, then contractor must be paid through Payroll

VI. CONTRACTING PLAN APPLICABLE:

Are one or more contract or terms & conditions provisions waived under a pre-approved Contracting Plan? Yes No

VII. CONFLICT OF INTEREST

By signing below, I certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.
 Yes No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

VIII. PRIOR APPROVALS REQUIRED OR REQUESTED

Yes No Agreement must be approved by the Attorney General under 3 VSA §311(a)(10) (personal service)
 Yes No I request the Attorney General review this agreement as to form
 No, already performed by in-house AAG or counsel: _____ (initial)
 Yes No Agreement must be approved by the Comm. of DII; for IT hardware, software or services and
 Telecommunications over \$100,000
 Yes No Agreement must be approved by the CMO; for Marketing services over \$15,000
 Yes No Agreement must be approved by Comm. Human Resources (privatization and retiree contracts)
 Yes No Agreement must be approved by the Secretary of Administration

IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL

D.P.

D.N.

I have made reasonable inquiry as to the accuracy of the above information:

E-SIGNED by Mark Larson on 2013-07-19 00:58:03 GMT

E-SIGNED by Dixie Henry on 2013-07-22 18:09:38 GMT

Date Agency / Department Head Date Agency Secretary or Other Department Head (if required)

E-SIGNED by Seth Steinzor on 2013-07-19 20:20:17 GMT

Date Approval by Attorney General Date Approved by Commissioner of Human Resources

Date CIO Date CMO Date Secretary of Administration

State of Vermont
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston VT 05495-2807
dvha.vermont.gov

Agency of Human Services
[Phone] 802-879-5900
[Fax] 802-879-5651

M E M O R A N D U M

TO: Dixie Henry, Deputy Secretary AHS
FROM: Joe Liscinsky, DVHA and Laurie Sabens, DCF
DATE: June 20, 2013
RE: Contract #24624 Software AG \$74,880
Term: July 22, 2013- October 31, 2013

The Department of Vermont Health Access is seeking permission to enter into an agreement with Software AG for software training services for the Department for Children and Families Information Services Division (DCF-ISD), which supports the legacy system ACCESS, the current health care eligibility system that will need to integrate with the new Health Benefits Exchange (HBE), and subsequent Integrated Eligibility (IE) system. DCF-ISD recently implemented necessary Software AG tools, Natural Engineer and NaturalOne, in order to streamline the development environment and provide ways to significantly enhance system debugging and analysis. It was determined that DCF-ISD staff needed training for these new tools.

DVHA and DCF followed the simplified bid process to obtain proposals for training services. They posted requirements on the state bid board and additionally sent out our request to three prospective training vendors. Bids were only received from one vendor, Software AG. The proposal appeared to meet the necessary requirements, and therefore was chosen to enter into a contract.

This contract complies with all mandatory provisions of AOA Bulletin 3.5. This agreement will be financed by enhanced Federal funding under the approved Health Services Enterprise IAPD. DVHA looks forward to approval of this agreement.

1. **Parties.** This is a contract for personal services between Department for Vermont Health Access (hereafter called "State"), and Software AG USA, Inc., with a principal place of business in 11700 Plaza America Dr., Suite 700, Reston VA 20190 (hereafter called "Contractor"). 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 personal services generally on the subject of IT system training. 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 \$74,880.00.
4. **Contract Term.** The period of Contractor's performance shall begin on July 22, 2013 and end on October 31, 2013.
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 not 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.** This contract may be cancelled by either party by giving written notice at least 30 days in advance. Notwithstanding this provision, if a governmental agency with due authority determines that a program or facility operated by the Contractor, wherein services authorized under this contract are provided, is not in compliance with State and Federal law or is operating with deficiencies the State may terminate this contract immediately and notify the Contractor accordingly. Also, in the event that federal funds supporting this contract become unavailable or are reduced, the State may cancel this contract with no obligation to pay the Contractor from State revenues.
8. **Attachments.** This contract consists of 34 pages including the following attachments, which are incorporated herein:
 - Attachment A - Specifications of Work to be Performed
 - Attachment B - Payment Provisions
 - Attachment C - State Customary Provisions for Contracts and Grants
 - Attachment D - Modifications of Customary Provisions of Attachment C or Attachment F
 - Attachment E - Business Associate Agreement
 - Attachment F - Agency of Human Services' Customary Contract Provisions
 - Attachment G – Sample of Standard Curriculum for NaturalOne and Natural Security

The order of precedence of documents shall be as follows:

- 1). This document
- 2). Attachment D

**STATE OF VERMONT
CONTRACT FOR SERVICES
Software AG USA, Inc.**

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Contract # 24624**

- 3). Attachment C
- 4). Attachment A
- 5). Attachment B
- 6). Attachment E
- 7). Attachment F
- 8). Attachment G
- 9). Other Attachments (if any)

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

BY THE STATE OF VERMONT:

BY THE CONTRACTOR:

Date: _____

Date: _____

Signature: E-SIGNED by Mark Larson
on 2013-08-03 00:40:13 GMT

Signature: E-SIGNED by Stan Smith
on 2013-07-31 20:34:47 GMT

Name: Mark Larson

Name: _____

Title: Commissioner

Title: _____

D.N.

ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED

A. PROGRAM BACKGROUND

The State of Vermont has implemented the Contractor's tools, Natural Engineer and NaturalONE, for its development shop. Historically, Natural developers have created code natively on the mainframe using QWS3270 to invoke Natural editor sessions via a Customer Information Control System (CICS). Recently, the State purchased and installed NaturalONE and Natural Engineer to streamline the development environment and provide ways to significantly enhance development debugging and analysis. This agreement is for formal, onsite training in Natural Engineer and NaturalONE programs, which is necessary for State staff involved in analysis for both the Vermont Health Connect (VHC) and Integrated Eligibility (IE) work. Onsite courses will be scheduled based on State's request as well as trainer availability. The Contractor requires at least fifteen (15) days' notice prior to delivery.

B. SERVICE DESCRIPTION

Service Description: Contractor shall provide the following items:

- Contractor's standard training curriculum for advanced users of Natural Engineer and NaturalONE;
- Instructor led, onsite training in the use of Natural Engineer and NaturalONE; and
- Post training support (for 1 month) for people attending the training in order to resolve follow-up questions.

Training Format

- State staff will receive in-classroom training for up to 10 students per classroom in accordance with the sample training format as referenced in Attachment G. These trainings will be instructor led, both lecture and hands-on workshop format, to ensure that all participants have comprehensive exposure to the Natural Engineer and NaturalONE software they are being trained to use. Trainings will be held onsite at the State's premises in Montpelier, Vermont. The State is responsible for reserving and arranging all space necessary for the Contractor to complete the trainings.

Training Curriculum

- Contractor shall provide its standard training curriculum, The State expects the instructor(s) to use Natural Engineer and NaturalONE training manuals. The curriculum was agreed upon by the State and the Contractor, per the sample training materials as referenced in Attachment G.

Period of Performance

- July 22, 2013 through October 31, 2013.

Contractor Requirements

- Training will be provided by a certified expert in the tools;
- Contractor will provide the training manuals; and

- Contractor will provide a “certificate of completion” to students for course completion.

State Requirements

- State will provide a room, projector, and student and instructor personal computers loaded with appropriate software with high speed internet access. The Contractor shall notify the State, at least two (2) weeks prior to any training, of any State equipment or materials necessary to conduct the trainings. All requests shall be reduced to writing and approved by the State.

Travel

- All travel and expenses shall be the responsibility of the Contractor. The State will not reimburse for expenses incurred under this agreement.

Geographical Area: Contractor shall provide services onsite with State staff at one of the State’s Montpelier office buildings.

C. SERVICE GOALS & OUTCOMES:

Goals & Objectives: The goal of this contract is to provide essential Natural Engineer and NaturalONE training(s) to State staff in order to have properly trained and proficient administrators and advanced users of the Natural products.

Outcomes: State staff will be properly trained and proficient in Natural Engineer and NaturalONE, assuming each participant has met the required prerequisites skills as listed below:

NaturalOne:

Audience: Application Developers and Project Leaders

Prerequisites: Natural skills as acquired in the course “Building Applications with Natural (I) and Programming experience.

Reengineering and Refactoring with Natural Engineer:

Audience: Experienced application developers and Project Managers
Prerequisites: Natural skills as acquired in Contractor’s courses "Building Applications with Natural (I)" and "Building Applications with Natural (II)", and Natural Single-Point-of-Development (SPoD) skills. Adabas skills as acquired in Contractor’s course Adabas Fundamentals.

Deliverables & Outputs:

1. Building Applications with NaturalONE (3 days)

Description: NaturalONE is an all-in-one Natural Development Environment providing a single Eclipse-based Interactive Development Environment (IDE) for new application development as well as maintenance and modernization. This course will provide advanced knowledge needed to build Natural Applications with NaturalONE. Workshops will use the “Eclipse” workbench with the corresponding NaturalONE functionality, e.g. Perspectives, Views, Editors and Plug-ins.

2. Reengineering and Refactoring with Natural Engineer (2 days)

Description: This course will instruct Natural programmers how to use Natural Engineer to analyze existing Natural code and to specify the standards to be applied when optimizing and migrating code. The course will cover all the main functionality of Natural Engineer,

including both Reengineering and Refactoring. The course will include practical exercises.

3. Software Environment Fee (ReadyTech)

Description: Contractor will utilize ReadyTech, a unique hosted training environment, which will deliver hands-on labs in any location without having to deal with local software installations or shipping of proprietary equipment. Each student will need a browser and a high speed internet connection, to be provided by the State, and will be connected to their own pre-installed lab environment.

D. SPECIFICATIONS

Service Delivery & Activities:

Training Offer (Tasks)	Duration	Participants
1. 348-52E - Building Applications with NaturalONE (Customer site)	3 days	10
Software Environment	3 days	10
2. 348-52E – Building Applications with NaturalONE (Customer site)	3 days	10
Software Environment	3 days	10
3. 360-13E – Reengineering and Refactoring with Natural Engineer (Customer site)	2 days	10
Software Environment	2 days	10
4. 360-13E – Reengineering and Refactoring with Natural Engineer (Customer site)	2 days	10
Software Environment	2 days	10
5. Coaching Services (Natural Engineer & NaturalONE) (Onsite – 3 days over a 4 week period)	12 days	20

Contractor Access

Contractor’s services will be completed primarily onsite in State facilities (Montpelier) and remotely as appropriate.

Contractor will be provided with access to State’s software environments on a minimum-necessary basis. This means the State will provide the Contractor with only the level of access needed to meet the requirements of this contract.

Mandatory Requirements, Standards & Targets:

Contractor shall:

- Perform Tasks 1 through 5 by October 31, 2013.
- All work completed under this contract must be accepted and approved by the State Contract Manager, per the Performance Measures listed below in Section E, prior to the State being invoiced.

<p><u>The State's Contract Manager</u> Laurie Sabens IT Director, ISD Agency of Human Services, DCF 133 State Street Montpelier, VT 05602 Laurie.Sabens@state.vt.us 802-828-4615</p>	<p><u>The State's Secondary Contract Manager:</u> Richard DiMatteo IT Manager Agency of Human Services, DCF 133 State Street Montpelier, VT 05602 Richard.DiMatteo@state.vt.us 802-828-3944</p>
<p><u>The State's Primary Technical Lead</u> Scott Melen Senior Developer, Operations Department for Children and Families 32 College Street Schulmaier Hall, Second Floor Montpelier, VT 05602 Scott.Melen@state.vt.us 802-828-3796</p>	<p><u>The State's Secondary Technical Lead</u> Dan Heyde Database Administrator Department for Children and Families 32 College Street Schulmaier Hall, Second Floor Montpelier, VT 05602 Dan.Heyde@state.vt.us 802-828-3802</p>
<p><u>Contractor Primary Contact</u> Wendy Washington Business Development Manager Software AG USA, Inc. 11700 Plaza America Drive, Suite 700 Reston, VA 20190 Wendy.Washington@Softwareag.com (703) 674-4112</p>	<p><u>Contractor Secondary Contact</u> Mark Combs Sr. Director Software AG USA, Inc. 11700 Plaza America Drive, Suite 700 Reston, VA 20190 Mark.combs@softwareag.com (210) 410-8529</p>

E. PERFORMANCE MEASURES:

Post Training Evaluation

- The Contractor will work with each of the students individually during the trainings to ensure that each individual understands the material. There will be a hands-on workshop after each section in which each student will build on the previous workshop to ensure that the concepts are understood. The workshops will reinforce the lecture material and provide an environment where students can experiment, hands-on. Contractor shall also develop and deliver quizzes and post training support to address follow-up questions from students who have attended the formal training classes.
- Each student must possess prerequisites skills, attend each class for the entire class period and complete all the course work.
- At the end of this class, the Contractor will provide the students with a quiz, pre-approved by State. Each student must be able to pass the quiz at a level of 70 or above. Contractor will work with student(s) who scored below 70 to provide additional instruction on subject areas missed on the quiz and shall allow each student to retake the quiz when Contractor determines that it has provided enough additional instruction to enhance such student's chances of passing the quiz at 70 or above.
- Students will evaluate the course and instructor on a written evaluation form provided by the State. If the evaluations show major inadequacies in the course content or delivery, as mutually

determined by Contractor and the State, the Contractor shall work with State to provide a mutually agreed upon extension to the training.

- Course evaluations will be submitted along with test scores, to the State's designated training coordinator, as identified by State Primary Contact. Upon receipt invoices will be approved for payment by the State's primary contact.

F. PROGRAM ADMINISTRATION AND EVALUATION

The performance measure defined in Section E will be continually monitored by the State project management team. This team, along with Information Services Division (ISD) project staff, will communicate issues to Contractor and monitor for issue resolution. State will also review the log submitted by Contractor to ensure all issues are reported and resolved.

Failure to meet deliverable requirement as outlined in this contract will result in review and corrective action plan reduced to writing, signed by both parties, and submitted to the State's Agency Associate CIO.

**ATTACHMENT B
PAYMENT PROVISIONS**

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. State of Vermont payment terms are Net 30 days from date of invoice, payments against this contract will comply with the State's payment terms. 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:

1. All fixed price amounts incurred under this contract for services will be invoiced by Contractor to the State upon Contractors delivery of and State's acceptance and approval of the deliverable outlined in the following payment table:

Deliverable (includes travel and other expenses)	Amount
Task 1 – 348-52E – Building Applications with NaturalONE	\$15,552.00
Task 2 – 348-52E – Building Applications with NaturalONE	\$15,552.00
Task 3 – 360-13E – Reengineering and Refactoring with Natural Engineer	\$10,483.20
Task 4 – 360-13E – Reengineering and Refactoring with Natural Engineer	\$10,483.20
Task 5 – Coaching Services (Natural Engineer & NaturalONE) (12 days over 4 weeks; 3 days a week)	\$22,809.60
TOTAL:	\$74,880.00

1. The maximum allowable under this contract is \$74,880.00.
2. The Contractor shall submit an invoice on their standard billhead. The invoice shall contain the contract number, Contractor's signature, and the amount due. The time log deliverable corresponding to the invoice shall be attached. Contractor shall submit time logs and a copy of invoice to:

State of Vermont, Laurie Sabens
AHS-DCF, 5th Floor
133 State Street
Montpelier, VT 05602

Contractor shall submit hard copy of invoices for payment to:

Business Office, Attn: Meaghan Kelley
Department of VT Health Access
312 Hurricane Lane
Williston, VT 05495

3. No benefits, travel expenses, or insurance will be reimbursed by the State.
4. The Contractor specified in this contract is the primary Contractor and is solely responsible for fulfillment of the contract with the State. The State will only make contract payments to the primary Contractor.

ATTACHMENT C
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS

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

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

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

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

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

for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

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

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

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

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

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

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

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

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of **\$1,000,000** per occurrence, and **\$2,000,000** 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.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

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

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

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

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

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

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

ATTACHMENT D

**MODIFICATION OF CUSTOMARY PROVISIONS
OF
ATTACHMENT C OR ATTACHMENT F**

1. Attachment C, Section 4 "Appropriations" is modified by replacing it in its entirety with the following:

If the State of Vermont fails to appropriate funds for the services delivered under this Agreement, and for any substantially similar services from a third party, 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.

2. Attachment C, Section 6 "Independence, Liability" is modified by replacing it in its entirety with the following:

The Party will act in an independent capacity and not as officers for employees of the State.

The Party shall defend and indemnify 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 after 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 the Agreement.

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

In no event shall the State or the Party or, in the case of the Party, its suppliers, be liable to each other for any indirect, incidental, or special damages, damages which are unforeseeable to the parties at the time of contracting, damages which are not proximately caused by a party, or loss of anticipated business or profits in connection with or arising out of the subject matter of this contract.

The State of Vermont shall not indemnify the Contractor or its agents or suppliers.

3. Attachment C, Section 12 "Set-Off" does not apply to this Agreement.
4. Attachment F, Section 10 "Intellectual Property/Work Product Ownership" is modified by replacing it in its entirety with the following:

All data, technical information, and 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 Contractor or subcontractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed. This work for hire provision shall specifically exclude data, technical information, and materials that Contractor has developed or prepared prior to its engagement under this Agreement and outside of the requirements of this Agreement ("Contractor Materials"). To the extent that Contractor uses any Contractor Materials in connection with the delivery of products and services under this Agreement, Contractor grants to the State a non-exclusive, non-transferable right to use such Contractor Materials as part of the deliverables that Contractor has provided to the State under this Agreement.

The Contractor shall not sell or copyright a work product or item produced under this agreement 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 Contractor's materials.

Reasons for Modifications:

This is a contract for training services and the revised language best describes the liability relationship as it pertains to the services provided within this agreement.

Approval:

Assistant Attorney General: E-SIGNED by Seth Steinzor
on 2013-07-31 12:35:08 GMT

Date: _____

**ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) is entered into by and between **the State of Vermont Agency of Human Services operating by and through its Department of Vermont Health Access** (“Covered Entity”) and **SoftwareAG** (“Business Associate”) as of **July 22, 2013** (“Effective Date”). This Agreement supplements and is made a part of the Contract to which it is an attachment.

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

The parties agree as follows:

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

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

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

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

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

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

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

3. **Business Activities.** Business Associate may use PHI received in its capacity as a “Business Associate” to Covered Entity if necessary for Business Associate’s proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as “Business Associate” to Covered Entity for Business Associate’s proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if (a) Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI

shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person and (b)

the person notifies Business Associate, within three business days (who in turn will notify Covered Entity within three business days after receiving notice of a Breach as specified in Section 5.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in this Section must be of the minimum amount of PHI necessary to accomplish such purposes.

4. **Safeguards.** Business Associate shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

5. **Documenting and Reporting Breaches.**

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

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

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

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

7. **Providing Notice of Breaches.**

7.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR §164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individuals whose PHI was the subject of the Breach. When requested to provide notice, Business

Associate shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.

- 7.2 The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.
- 7.3 The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business associate is doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR §164.404(c).
- 7.4 Business Associate shall notify individuals of Breaches as specified in 45 CFR §164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of Vermont, Business associate shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR §164.406.
8. **Agreements by Third Parties.** Business Associate shall ensure that any agent (including a subcontractor) to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity agrees in a written agreement to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. For example, the written contract must include those restrictions and conditions set forth in Section 14. Business Associate must enter into the written agreement before any use or disclosure of PHI by such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of PHI to any agent without the prior written consent of Covered Entity.
9. **Access to PHI.** Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or as directed by Covered Entity to an Individual to meet the requirements under 45 CFR 164.524. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.
10. **Amendment of PHI.** Business Associate shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.
11. **Accounting of Disclosures.** Business Associate shall document disclosures of PHI and all information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate shall provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner

reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.

12. **Books and Records.** Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity upon Covered Entity's request in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.

13. **Termination.**

13.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 17.7.

13.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate this Contract without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate this Contract without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under this Contract, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

14. **Return/Destruction of PHI.**

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

14.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI.

15. **Penalties and Training.** Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by

Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by Covered Entity, Business Associate shall participate in training regarding the use, confidentiality, and security of PHI.

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

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

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

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

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

17. **Miscellaneous.**

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

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

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

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

- 17.5 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.
- 17.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity under this Contract even if some of that information relates to specific services for which Business Associate may not be a "Business Associate" of Covered Entity under the Privacy Rule.
- 17.7 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

(Rev: 1/31/11)

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.
2. **2-1-1 Data Base**: The Contractor 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 Contractor 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 Contractors**:

Inspection of Records: Any contracts 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 Contractor or subcontractor.

Subcontracting for Medicaid Services: Having a subcontract does not terminate the Contractor, 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 Contractor or subcontractor and provide for revoking delegation or imposing other sanctions if the Contractor or subcontractor's performance is inadequate. The Contractor 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 contracts and subcontracts between the Contractor and service providers.

Medicaid Notification of Termination Requirements: Any Contractor 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 Contractor 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 contractors 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. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency**: The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive

Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor 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 Contractor 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 Contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.
7. **Privacy and Security Standards**:

Protected Health Information: The Contractor 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 contract. The Contractor 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 Contractor or subcontractor 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 Contractor agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Contractor 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 Contractor shall ensure that all of its employees and subcontractors 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 non-public nature.

Social Security numbers: The Contractor 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 Contractor 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 Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Contractor 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 Contractor 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 Contractor 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, and 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 Contractor or subcontractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed. This work for hire provision shall specifically exclude data, technical information, and materials that Contractor has developed or prepared prior to its engagement under this Agreement and outside of the requirements of this Agreement ("Contractor Materials"). To the extent that Contractor uses any Contractor Materials in connection with the delivery of products and services under this Agreement, Contractor grants to the State a non-exclusive, non-transferable right to use such Contractor Materials as part of the deliverables that Contractor has provided to the State under this Agreement.

The Contractor shall not sell or copyright a work product or item produced under this agreement 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 Contractor's materials.

11. **Security and Data Transfers**: The State shall work with the Contractor 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 Contractor of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Contractor to implement any required.

The Contractor 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 Contractor will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. The Contractor 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 Contractor shall securely delete data (including archival backups) from the Contractor's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

12. **Computing and Communication**: The Contractor 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 Contractor as part of this agreement. Options include, but are not limited to:

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

The State will not supply e-mail accounts to the Contractor.

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 Contractor 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 Contractor 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 103-227, also known as the Pro-children 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.

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.

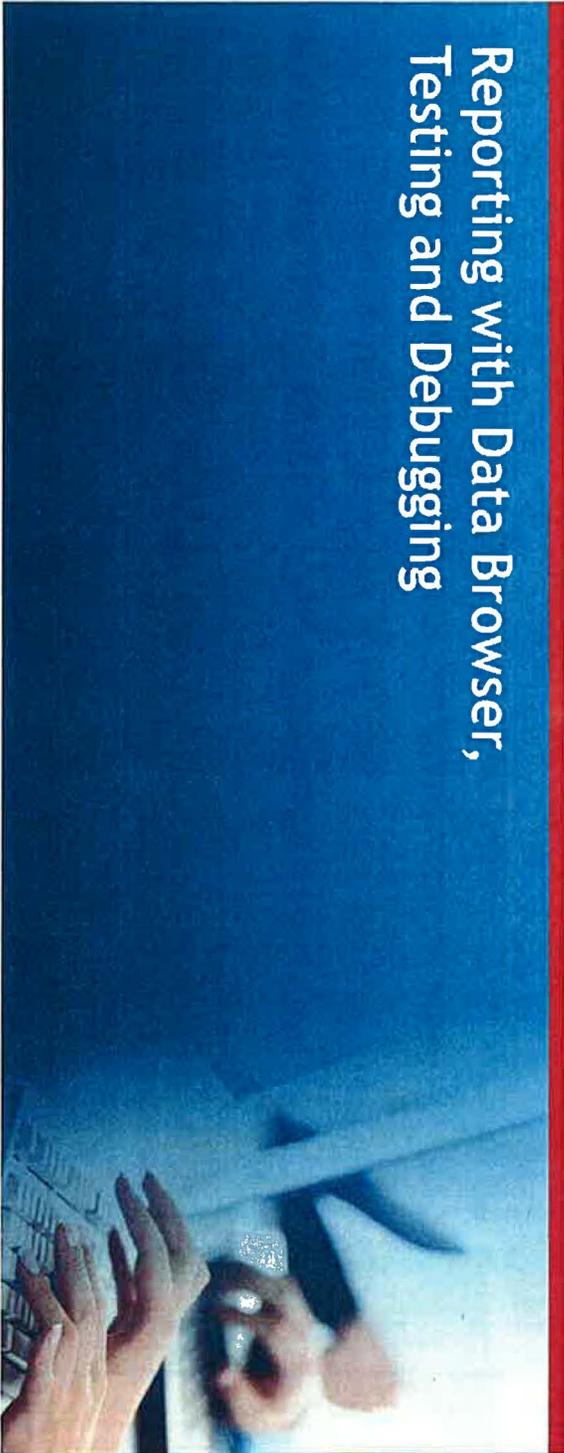
Contractors are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

ATTACHMENT G
Sample of Standard Curriculum for NaturalOne and Natural
Security



4

Reporting with Data Browser,
Testing and Debugging



Objectives

- At the end of this section, you will be able to
 - work with the NaturalONE Data Browser
 - create a Report and save query templates and results
 - set corresponding preferences and properties

 - test a Natural subprogram and define a Test Unit

 - work with the NaturalONE Debugger to test a Natural application
 - set corresponding preferences and properties

NaturalONE Data Browser

- Generation of database reports
- Store query templates and results
- The Data Browser is integrated in the NaturalONE perspective

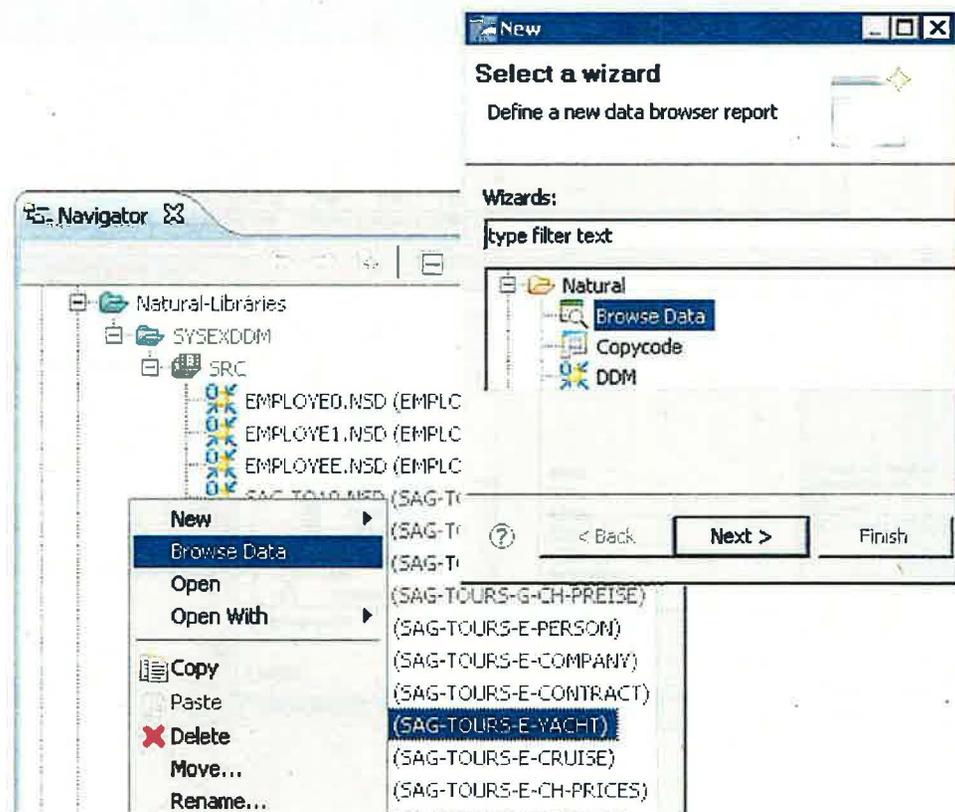
The screenshot displays the NaturalONE Data Browser interface. On the left, a tree view shows the database structure. The main window is titled 'Yacht-Report' and contains a 'Fields' panel with 'Available Fields' and 'Selected Fields'. The 'Selected Fields' list includes YACHT-ID, YACHT-NAME, YACHT-TYPE, LENGTH, WIDTH, DRAFT, and BUNKS. Below this, a 'Data Report' window shows a table with the following data:

YACHT-ID	YACHT-NAME	YACHT-TYPE	LENGTH	WIDTH	DRAFT	BUNKS
1	ANTIGONE	ATLANTIC 25	8.00	2.50	1.60	2
2	EDELWEISS	ATLANTIC 25	8.00	2.50	1.60	2
3	HELENA	ATLANTIC 25	8.00	2.50	1.60	2
4	MEDEA	ATLANTIC 26	8.20	2.80	1.30	4
5	ATLANTIC OCEAN	ATLANTIC 26	8.20	2.80	1.30	4
6	SYSTEM FUNCTION	ATLANTIC 26	8.20	2.80	1.30	4
7	ATHENE	ATLANTIC 26	8.20	2.80	1.30	4
8	PANDORA	ATLANTIC 26	8.20	2.80	1.30	4
9	APHRODITE	ATLANTIC 29	8.84	2.99	1.52	4
10	ANDROMEDA	ATLANTIC 29	8.84	2.99	1.52	4
11	CIRCE	ATLANTIC 29	8.84	2.99	1.52	4
12	PENTHESILEA	ATLANTIC 295	9.00	3.02	1.68	6
13	HAITI	ATLANTIC 295	9.00	3.02	1.68	6
14	ATLANTIS	ATLANTIC 295	9.00	3.02	1.68	6

Buttons for 'Save Report' and 'Save Selection' are visible at the bottom right of the table.

NaturalONE Data Browser - Create a Report

- In the **Navigator** view, select the DDM for which you want to create a Report.
 - From context menu, choose **Browse Data** or
 - From the **File** menu, choose **New > Other**.In the resulting new dialog box, expand the **Natural** node, select **Browse Data**.



Exercise 2: Handling - Working with NaturalONE-Editors

Overview

During this workshop, you will work with the NaturalONE editors in a local environment.

You also learn to use perspectives, views and corresponding properties and preferences.

Steps

1. Create a new project for the local runtime environment called Workshop-Project and a Natural library called WSLIB.
2. Create and test the Natural program DIYA--P1 with the Source Editor. See program listing below.
 - a) Test new Editor features, e.g.:
 - code assist for context specific code completion,
 - code templates,
 - structuring code,
 - uppercase translation.
 - b) Check and correct local syntax parser errors.

Listing of Program DIYA--P1

```
/* Program for displaying yachts by yacht-name
DEFINE DATA LOCAL
  1 YACHT-V VIEW OF SAG-TOURS-E-YACHT
    2 YACHT-ID
    2 YACHT-TYPE
    2 YACHT-NAME
    2 YACHT-BRANCH /* 'B' if sailing yacht
    2 LENGTH
    2 WIDTH
    2 SAIL-SURFACE
    2 MOTOR
    2 BUNKS
  END-DEFINE
  FIND YACHT-V WITH YACHT-NAME = 'CARMEN'
  DISPLAY YACHT-ID YACHT-TYPE YACHT-NAME
    LENGTH / WIDTH
  END-FIND
```

Exercise for Chapter 2

Overview

In this exercise you will create an application and then extract a Natural library and load it into the NEE repository.

Task

Setup an application named 'yourname'

Part One

1. Specify the source Natural library HOSPITAL
2. Specify the target Natural library XXXXXXXX (*)
3. Specify extract criteria - only extract objects starting with 'X'
4. Extract the application
5. Load the application
6. Check for missing objects
7. Check for 'soft links'
8. Create a new program in library HOSPITAL called 'yourname'
9. Change the extract criteria to:
 - a) all objects
 - b) resynchronise = ON

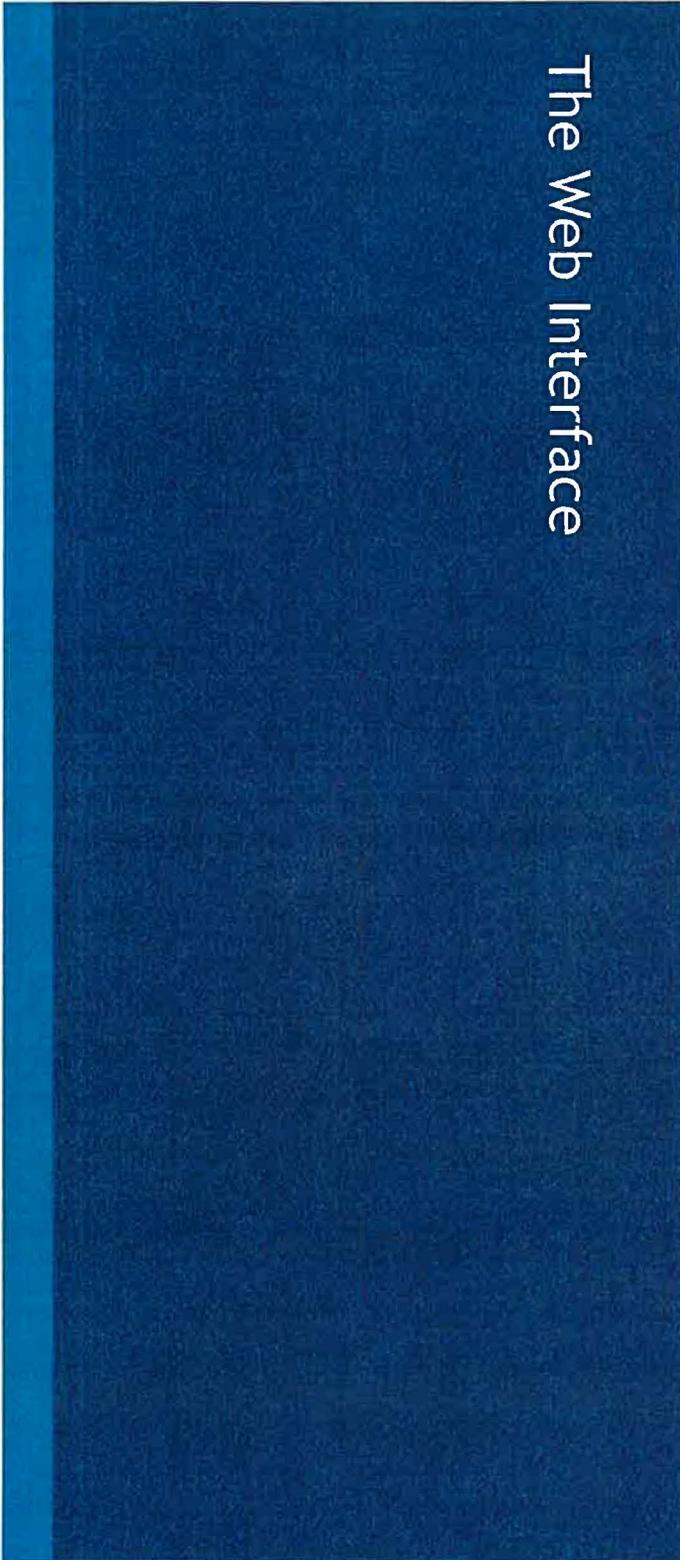
Part One

1. Re-extract and load your application
2. Run a source code summary report to Excel

* - use a unique library name eg. NEE-yourinitials



4



Objectives

- At the end of this section, you will be able to:
 - explain the mechanism the Web Interface uses to interact with the NEE repository
 - start the NEE Web Interface server to run against a local repository
 - View the reports provided by the Web Interface

Web Interface

- The Natural Engineer Web Interface is a web-based application that accesses the Natural Engineer repository via additional Natural programs
- It allows the use of a thin client (HTML only) to access the NEE repository
- It allows the user to view the application data available after Extract and Load
- Two installation options are available:
 - Multi-user install where clients access a common NEE repository
 - Single-user install where the NEE repository is on the client machine

Web Interface - NAS

The Natural Application Server (NAS) is the component which provides a bridge between the Web Server and the Natural programs which access the repository

