

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (the "State") and DataStat, Inc., with a principal place of business in Ann Arbor, Michigan (the "Contractor") that the Contract between them originally dated as of July 1, 2021, Contract #41764, (the "Contract") is hereby amended as follows:

- I. **Maximum Amount.** The Maximum Amount, wherever such references appear, shall be changed from \$742,698.16 to \$1,160,230.76, representing an increase of \$417,532.60.
- II. **Contract Term.** The Contract Term, wherever such references appear, shall be changed to June 30, 2025. This Contract may be extended, by mutual agreement of the Parties, for an additional 1 (one) one-year term.
- III. **Attachment A, Scope of Work.** The scope of work is hereby modified by the addition of Section 5 (Tasks for the period of July 1, 2024 through June 30, 2025) as set forth in Attachment 1 on Page 3 of this Amendment 4.
- IV. **Attachment B, Payment Provisions.** Attachment B is hereby modified by deleting Section 11 in its entirety (as previously amended) and replacing as set forth in Attachment 2 on Page 12 of this Amendment 4.
- V. **Attachment C is hereby deleted and replaced as included in this Amendment 4.**
- VI. **Attachment D is hereby deleted and replaced as included in this Amendment 4.**
- VII. **Attachment G is hereby deleted and replaced as included in this Amendment 4.**

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

**Taxes Due to the State.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor 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.

**Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs).** Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

**Certification Regarding Suspension or Debarment.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's

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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.

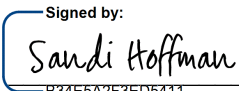
Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

**Byrd Anti-Lobbying Certification.** Applicable to contracts over \$100,000.00 - this clause must be included in all subcontracts over \$100,000.00. Contractor has provided the certification required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended, and will follow the requirements for certification of each lower tier (subcontract) to disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the Contractor who in turn will forward the certification(s) to the federal awarding agency.

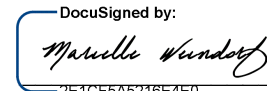
This document consists of 34 pages. Except as modified by this Amendment No. 4, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

**BY THE STATE OF VERMONT:**

Signed by:  
  
8/8/2024  
B34E5A2F3ED5411...  
SANDI HOFFMAN, DEPUTY COMMISSIONER  
NOB 1 South, 280 State Drive  
Waterbury, VT 05671  
Phone: 802-241-0241  
Email: [Sandi.Hoffman@vermont.gov](mailto:Sandi.Hoffman@vermont.gov)

**BY THE CONTRACTOR:**

DocuSigned by:  
  
8/8/2024  
2E1CF5A5216E4E0...  
MARIELLE S. WEINDORF  
3975 Research Park Dr,  
Ann Arbor, Michigan 48108  
Phone: 734-994-0540  
Email: [mweindorf@datastat.com](mailto:mweindorf@datastat.com)

**ATTACHMENT 1 TO AMENDMENT 4**

**5. Tasks for the period of July 1, 2024, through June 30, 2025**

**TASK 1: 2024 State of Vermont PCMH CAHPS 3.0 Survey Project**

Contractor will collaborate with the State to collect data using the updated C&G CAHPS 3.0, plus PCMH question module survey instrument for adults or children, and supplemental questions for each population. Sampling will be standard point-in-time, using NCQA guidelines to determine sample size for each practice. Oversampling will be conducted with the written request of the State or the practice, with the State’s approval. Materials will be customized with practice logos or with a single logo provided by the State. A mail only protocol based on NCQA CAHPS PCMH protocol guidelines will be followed. The survey will be conducted in English, French, and Spanish. Deliverables will be reports for each practice, delivered in Excel, and data submission to the State. As previously determined by the State, participating practices will not have the option of submitting their results to NCQA as part of the NCQA CAHPS PCMH Recognition Program, in order to earn Special Distinction in Patient Experience Reporting. Approximately 135-140 PRACTICES associated with the State’s efforts will participate in the survey. A finalized detail of the participating sites, and contact information for each site, will be provided by the State. Contractor will work closely with the State and the practices to generate the required sample frames and other materials for the project.

The following is a description of the 2024 State of Vermont PCMH CAHPS 3.0 Survey Project activities:

**A. Sampling**

- Sample Frames: Up to 140 practice sites (see table below)
- Sample frame eligibility: Adults or children who have been seen by an eligible provider in the last 1 year
- Sampling plan: Per NCQA sampling plan, based on the “n” of eligible providers
- Oversampling upon request of the State or practice (with approval of the State)
- Total sample n = TBD
- Sample source: Participating Practice sites
- Preferred Language Variable: No
- Sample with replacements for bad addresses
- Standard deduplication: One selected case per household and Statewide CAHPS
- National Change of Address (NCOA)

# of Providers at site	# Practices
1	6
2-3	30
4-9	67
10-13	20
14-19	7
20-28	3
29+	1

***B. Mail Materials and Protocol***

**Materials**

- Adult C&G CAHPS 3.0 survey instrument, plus PCMH question module
- Child C&G CAHPS 3.0 survey instrument, plus PCMH question module
- Supplemental questions: TBD Adult and TBD Child
- Questionnaire: 8 pages (both Adult and Child)
- Practice site logo for cover/ reminder letters and questionnaire
- Practice site signature for cover/reminder letters
- If Practice Site does not provide or approve site logos or signatures, a default printed site name and signature will be used for the cover letter and questionnaire
- Contractor will include a URL link and username, along with a QR code, on the cover letters for patients to complete the survey online

**Web Site Preparation:**

- Contractor will program a website, incorporating the Practice Site logo used in other materials, to allow survey response via a web-based survey in English and Spanish.
- Contractor will provide the State the opportunity to review the web-based survey tool for final approval.

**Protocol:**

- Mail methodology with web response option – consists of: 1st Survey Packet, Reminder Letter, 2nd Survey Packet to non-responders
- No phone follow-up

**Languages:**

- English
- Spanish – 2<sup>nd</sup> mail request
- French – 2<sup>nd</sup> mail request
- Contractor will perform translations for miscellaneous project needs

**Completion Criteria:**

- Respondent answers one or more survey questions
- Responses indicate that the respondent meets the eligible population

**Respondent support:**

- Toll-free telephone support
- Alternate language requests will be accommodated.
- Times: Answered live: 9am – 8 pm ET

***C. Reporting / Deliverables***

**Project updates:**

- Project plan and timeline
- Status updates throughout field period

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- Periodic status updates throughout field period

**Datasets:**

- Submit merged standard response/non-response dataset with ACO payer data
- Format: SAS, SPSS, or Excel (TBD)
- Receive ACO membership dataset from each ACO

**Final Reporting:**

- Practice level reports, delivered in Excel
- Reports are delivered to each practice at the conclusion of the data collection

**Submissions:**

- None

**Record Retention:**

- Contractor will maintain all electronic project records for **three (3)** years. Contractor will shred all returned questionnaires, upon the conclusion of the data collection period, unless other arrangements are made with the Contractor's Project Manager.

**TASK 2: Project Specifications: 2024 State of Vermont Adult Medicaid and Child Medicaid (with Children with Chronic Conditions (CCC) CAHPS 5.1 Survey Project**

Contractor will conduct the survey administration phase of the 2024 Consumer Assessment of Healthcare Providers and Systems (CAHPS<sup>®1</sup>) Survey Project for the State of Vermont Medicaid Program for its adult and child populations.

The sample will include one (1) Statewide sample that includes eligible Adult Medicaid beneficiaries, and one (1) Statewide sample of eligible Child Medicaid beneficiaries. The Adult Medicaid CAHPS 5.1H Survey and Child Medicaid CAHPS 5.1H with CCC Survey will be used. The data collected will **not** be submitted to NCQA. The data collected will be submitted to the CAHPS Benchmarking Database in June 2025.

The following is a description of the anticipated 2024 State of Vermont Adult and Child (with CCC) CAHPS 5.1 Survey Project activities:

**A. Sampling**

- Adult Medicaid sample: 1,650 + 30% Oversample
- Child Medicaid sample: 1,650 + 30% Oversample
- CCC Oversample: 1840
- Total Sample n = 6,130
- State may elect to oversample
- State will provide eligible sample frame
- Contractor will use a random sampling method

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<sup>1</sup> CAHPS<sup>®</sup> is a registered trademark of the Agency for Healthcare Research and Quality.

- Sample with replacements when duplicate household records, cases with inadequate addresses, or cases with inadequate phone numbers, as applicable, are encountered
- NCOA and telephone number verification/update (land and cell)

### ***B. Mail Materials and Protocol***

#### **Materials**

- Adult Medicaid CAHPS 5.1H Survey Instrument
- Child Medicaid (with CCC) CAHPS 5.1H Survey Instrument
- Supplemental questions: Adult: 8; Child: 8
- Adult and Child questionnaire: 8 pages
- State Medicaid logo for cover letters and questionnaire
- State Medicaid signature for cover letters
- Cover letters included with English survey packets will include customized French and Spanish text on back side with toll-free number for members to call and request a French or Spanish interview over the phone
- Contractor will conduct translation of project materials, as needed

#### **Web Site Preparation:**

- Contractor will program a website, incorporating the logo used in other materials, to allow survey response via a web-based survey in English and Spanish.
- Contractor will provide the State the opportunity to review the web-based survey tool for final approval.

#### **Protocol:**

- Mixed Mode: Mail with Phone Follow-up
- Mail: English only (1<sup>st</sup> Survey Packet, 1<sup>st</sup> Reminder Postcard, 2<sup>nd</sup> Survey Packet)
- Spanish, French: CATI request only
- Phone: 3 callback maximum
- Passive proxy allowed

#### **Languages:**

- English
- Spanish and French: CATI request only
- Contractor will conduct French and Spanish translation of project materials, as needed

#### **Completion Criteria:**

- The respondent answers 3 of 5 required survey questions
- Responses indicate that the respondent meets the eligible population criteria

#### **Respondent support:**

- Toll-free telephone support
- Alternate language requests will be accommodated
- Times: Answered live: 9am – 8 pm ET

### *C. Reporting / Deliverables*

#### **Project updates:**

- Status updates throughout field period (i.e., weekly disposition reports)

#### **Datasets:**

- Standard Response data set
- State to provide format specifications (i.e., data file layout), if necessary
- Format: Excel

#### **Standard Overview reports:**

- One (1) Adult Medicaid report
- One (1) Child Medicaid report

#### **Submissions:**

- CAHPS Health Plan Database in June 2025

#### **Record Retention:**

- Contractor will maintain all records and scanned images of returned, completed surveys for **three (3)** years. Upon expiration of the required period, Contractor will shred all archived data, unless other arrangements are made with the Contractor's Project Manager.

#### **TASK 3: 2024 Vermont Home and Community-Based Services (HCBS) CAHPS Survey**

Contractor will administer the CAHPS Home and Community-Based Services (HCBS CAHPS) Survey (without the Supplemental Employment Module) for the State's Medicaid program. The sample will include adult members who have received at least one qualifying HCBS service. Data will be submitted to the HCBS CAHPS Survey Database in 2025.

A final project timeline, identifying key project dates, shall be agreed to by the State and Contractor.

The following is a description of the anticipated 2024 Vermont HCBS CAHPS Survey Project activities:

#### ***A. Sampling***

- State will provide Contractor with the eligible sample frame files
- Total Sample N: 5,000 cases
- Records will be removed when duplicate household records, cases with inadequate addresses, or cases with inadequate phone numbers, as applicable, are encountered
- Replicates, representative of the sample frame will be determined and added to the data collection field on an as needed basis.
- Preferred language variable: French, Spanish
- NCOA; telephone numbers: land updates and cell flags

## ***B. Materials and Protocol***

### **Materials**

- **Instrument:** HCBS Survey instrument provided by AHRQ
- Interview Length: 20 minutes
- There will be no supplemental questions added to the survey
- State will provide Contractor with English versions of all survey materials.
- Contractor will conduct translations for French and Spanish language project materials
- **Member Pre-notification Letters:** The letters will be printed in English on the front and will include French and Spanish text on the back side with a toll-free number for members to call and request a CATI interview.
- Member pre-notification letters will include the State Medicaid Logo, printed in black ink, and will be customized with the name and address of the person being surveyed.
- All materials will be provided to the State for review.

### **Protocol:**

- Prenote; Telephone only
- **Member Phone:** 6 callback – Maximum
- Proxy interviews will be allowed
- Contractor will inform the State immediately of any respondents who indicate an answer of “Yes” to the safety-related survey questions (i.e., Q65, Q68, and Q71) during the interview.

### **Languages:**

- English
- French: Per sample; upon request
- Spanish: Per sample, upon request

### **Completion Criteria:**

- Responses indicate that the respondent meets the eligible population criteria
- Respondent answered at least one eligible question in the survey, excluding the three cognitive screening questions that are administered at the beginning of the interview and the six interviewer questions used to determine survey eligibility.

### **Respondent support:**

- Toll-free telephone support
- Alternate language requests handled
- Answered live: 9am – 8 pm ET

## ***C. Reporting / Deliverables***

### **Project Updates:**

- Status updates throughout field period

### **Dataset:**

- Standard response data set (clean electronic member-level data files)
- Format: Excel



**Data Submissions:**

- HCBS CAHPS Survey Database

**Final Reporting:**

- Final disposition report

**Record Retention:**

- Contractor will maintain all electronic project records for **Three (3)** years. Contractor will shred all undeliverable mail upon the conclusion of the data collection period, unless other arrangements are made with the Contractor Project Manager.

*Standard Services and Protocols for the period of July 1, 2024 through June 30, 2025*

*Services and protocols described below apply to all survey projects unless otherwise stated in the Project Specifications.*

**A. Sampling**

1. The sample frame file shall be submitted to the Contractor in a prescribed standard format with fixed fields, fixed length records, and no delimiters. All required data file elements must be included in the sample frame. A data file layout shall accompany the sample frame.
2. The sample frame shall be submitted to the Contractor through the Contractor's Transfer Center – a website utilizing 256-bit encryption through SSL to securely transfer files using a web browser, or on physical media (CD-ROM, diskette), encrypted.
3. Upon receiving the sample frame representing all eligible enrollment data files, the Contractor will check the file for accuracy and completeness, and will review and refine it for appropriateness as a sampling frame. Contractor will work with State staff to resolve any sample frame data file problems, as needed.
4. Contractor will de-duplicate the data files to ensure that each member is represented only once in the sampling frame.
5. From the set of all eligible members, a sample will be drawn using standard random or other selection procedures, per project specifications.
6. After the sample has been selected, Contractor will use a National Change of Address (NCOA) service to update address information.
7. Selected sample(s) will be de-duplicated to ensure that only one member per household appears.

**B. Mail Data Collection** -- If a project requires mail data collection, the following standards and protocols will apply.

1. Questionnaires will be formatted using Contractor's standard layout and design, which will produce an instrument of a length determined by project specifications.

2. Supplemental questions may be added to the questionnaire, if allowed by the survey protocol. Contractor will work with the State to arrive at the optimal language and placement for supplemental items, in accordance with any language, placement, and other protocol requirements.
3. Length of survey instruments is a key element in survey cost; Contractor will notify the State to discuss any additional costs or timeline impact if the questionnaire layout results in an instrument longer than anticipated.
4. Letter text will be based on project specifications. The length of the text will allow for Contractors' standard formatting and accommodate the use of the Contractors standard outgoing envelope. Contractor will work with the State to revise the text of this letter, as needed.
5. Cover letters will be customized with the name and verified address of the selected member, and other customizations per project specifications.
6. Prior to producing final materials to be mailed, Contractor will provide the State with examples of all materials for approval, if allowed by the survey sponsor.
7. Using Contractors in-house mail production equipment; and Contractor will create and mail to each individual in the sample their customized survey in a personalized survey packet with the following format:
  - a. **Outgoing envelope:**
    - White, appropriately sized windowed envelope provided by Contractor
    - States name or logo, Contractors return address, selected member's name and verified address and other customizations per project specifications, via appropriately sized envelope windows
    - First class postage imprint
    - USPS "Electronic Address Service" used on the initial mail piece
  - b. **Questionnaire:**
    - Formatted Microsoft Word file
    - Printed in-house on white sheets of 11x17 paper, folded to produce a booklet per specified length
    - Customized to individual member level with insertion of bar-coded tracking data
  - c. **Cover letter:**
    - Laser printing, allowing for text insertions, member name and address, signature and other customizations per project specifications, printed in black
    - Text per project specifications; length will accommodate Contractors' format requirements
  - d. **Return envelope:**
    - Appropriately-sized, white return envelope with Contractor's address inserted into each outbound packet
    - Business reply imprint on the return envelope, using Contractor's business reply account

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1. As undeliverable surveys and alternate addresses are returned to Contractor by the postal service, Contractor will update internal records accordingly.
2. Contractor will cease all subsequent follow-up efforts to any individual having expressed a desire not to participate in the survey project.
3. As surveys are returned, Contractor will enter all received data into the appropriate computer system. After data entry has been completed, Contractor will conduct data cleaning and perform both format and outlier checks, according to Contractor standards.
4. Completeness testing will be conducted per project specifications.

**C. Telephone Data Collection** - If a project requires electronic telephone data collection (Computer Assisted Telephone interviewing or CATI), the following standards and protocols apply.

1. Contractor will program the State's customized telephone survey for our Computer Assisted Telephone Interviewing (CATI) system.
2. Contractor will provide the State the programmed CATI instrument for previewing and approval, as needed and allowed, prior to fielding.
3. Contractor will use a telephone number verification service to locate and update telephone numbers.
4. Consent to use all telephone numbers provided to Contractor by the State to conduct the survey shall be assumed during electronic telephone data collection.
5. All telephone numbers, regardless of source, will be screened prior to use in electronic telephone data collection to identify those which are associated with cell phones, in order to dial them appropriately and according to TCPA regulations.
6. Call attempts will be made to each sample case in the telephone follow-up database; calls will be distributed by our sample management system across daytimes, evenings and weekends to determine viability of the number.
7. Every effort will be made to interview difficult to reach respondents. This will include:
  - After determining that the telephone number in the sample database is incorrect, steps will be taken to find the correct number, up to and including accepting new telephone numbers for the respondent taken from another member of the household.
  - If a respondent is away from the household, a firm appointment will be made to attempt recontact when the respondent returns.
  - If a respondent is too ill at the time of the call, a firm appointment will be set to attempt recontact at a later date within the data collection period.
8. For survey projects requiring electronic telephone data collection, Contractor may, at our discretion, make use of subcontractors to assist in completing the required number of calls during

the telephone field period. All such subcontractors have been vetted by the Contractor and are subject to all provisions of our contracts with the State.

**D. Web Data Collection** - If a project requires electronic web-based data collection, the following standards and protocols will apply.

Contractor will program the State instrument for a web response option, using Contractor's in-house web server.

- The pre-notification letter will contain a unique URL that the respondent may use to access the web-based instrument and complete the survey online.
- Contractor will offer the State the opportunity to review the Web-based survey tool for final approval.
- The web-based response option will be available throughout the data collection period.

**E. Respondent Support**

1. Throughout data collection, Contractor will maintain a project-specific, toll-free respondent assistance line from 9am to 8pm (EST) Monday through Friday. Calls outside these hours will be referred to voicemail.
2. The Contractor toll-free respondent assistance line will appear on mailed materials and will be available to telephone interviewers should it be requested by a respondent completing an interview via telephone.
3. Alternate language or replacement survey requests may be collected via the toll-free respondent assistance line and/or incorporated into the data collection protocol per project specifications.
4. For survey projects requiring respondent support in languages other than English, Spanish, or French, Contractor will, if necessary, make use of subcontractors to assist in providing toll-free respondent support during data collection. All subcontractors will be vetted by Contractor and are subject to all provisions of our contracts with the State.

**F. Deliverables and Reporting**

1. Contractor shall provide the State with a project plan. The plan shall include a detailed schedule showing major activities and deliverables and will adhere to all survey sponsor requirements. The plan and schedule will be developed by mutual agreement between the State and Contractor, as possible.
2. On a periodic basis as appropriate, Contractor shall provide the State with status reports. The schedule will be determined by project milestones and, when possible, by mutual agreement between the State and Contractor. During the data collection period, reports shall include the total survey completes to date and a summary of sample dispositions resolved since the previous report was issued.

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3. After interviewing and data entry have been completed, a dataset will be prepared for the State, as allowed. The dataset will include values for each questionnaire item by completed case and will be purged of any respondent identification information (i.e., name, address, and telephone number).
4. The dataset will be submitted in a choice of format (SAS, SPSS, Excel, etc.), organized as a single record for each member composed of a string of fields containing data values. Weighting of the data is not included. A data file layout with defined labels and values will accompany each dataset.
5. Datasets delivered to an entity such as NCQA, CMS, RAND or other agency, shall be submitted on or before the required deadline using the prescribed format and the designated delivery pathway, per project specifications.
6. Banner book or graphical reporting, as allowed, will be conducted according to project specification. Contractor will work with the State to develop and produce customized reports if the State elects this option.
7. In all data presentations, such as banner books, overview reports, or graphical reports, any results or cells with less than 11 cases will be suppressed and replaced with 'NA', per CMS specifications.
8. Contractor will shred all returned questionnaires upon completion of the project, unless otherwise required by project specifications or other arrangements are made with the Contractors Project Manager.
9. Contractor shall retain electronic records of the project as described in the project specifications.

**ATTACHMENT 2 TO AMENDMENT 4**

11. The maximum allowable payable for the period of this Contract, July 1, 2021 to June 30, 2025 shall be subdivided as follows:

**Task 1: Data Collection and Sampling for the CAHPS®-CG (with or without PCMH items) Project AND Data Reporting for the CAHPS®-CG (with or without PCMH items) Project**

Requirements for Fielding	
# Providers at Site	Minimum Sample Size (per NCQA)
1	128
2-3	171
4-9	343
10-13	429
14-19	500
20-28	643
29+	686

Total Survey Field Costs July 1, 2021 – June 30, 2022					
		Column A	Column B	Column C	Column D
<i>VTID</i>	<i>Practice Name</i>	<i>Setup Fee (\$347.70 per survey group; the practice determines whether they wish to field both survey groups)</i>	<i>Number of Cases Fielded</i>	<i>Field Cost (=Column B * \$1.44)</i>	<i>Total Cost (= Column A + Column C)</i>

Total Survey Field Costs July 1, 2022 – June 30,2023					
		Column A	Column B	Column C	Column D
<i>VTID</i>	<i>Practice Name</i>	<i>Setup Fee (\$347.70 per survey group; the practice determines whether they wish to field both survey groups)</i>	<i>Number of Cases Fielded</i>	<i>Field Cost (=Column B * \$2.42)</i>	<i>Total Cost (= Column A + Column C)</i>

**Task 2: Data Collection and Sampling for the CAHPS® 5.1 Child Medicaid Survey Project**

	Column A	Column B	Column C
Survey Group	Number of Cases Fielded	Field Cost (\$7.27)	Total Cost (= Column A + Column B)
Adult			
Child			

Total Survey Field Costs July 1, 2023 – June 30,2025					
		Column A	Column B	Column C	Column D
VTID	Practice Name	Setup Fee (\$347.70 per survey group; the practice determines whether they wish to field both survey groups)	Number of Cases Fielded	Field Cost (=Column B * \$2.42)	Total Cost (= Column A + Column C)

**Task 2: Data Collection and Sampling for the CAHPS® 5.1 Child Medicaid Survey Project**

	Column A	Column B	Column C
Survey Group	Number of Cases Fielded	Field Cost (\$9.27)	Total Cost (= Column A + Column B)
Adult			
Child			

For the period of July 1, 2024 through June 30, 2025, there will be an additional one-time fee of \$5,782 charged to Tasks 1-3 for the translation of materials into French.

**Budget**

Budget July 1, 2021 to June 30, 2022		
Blueprint and Medicaid Patient Experience Survey Budget Summary		
Task	Description	Total Amount Budgeted
Task 1	CAHPS®-CG (with or without PCMH items) Project Activities – Data Sampling and Collection CAHPS®-CG (with or without PCMH items) Project Activities – Data Reporting	\$143,404.86
Task 2	CAHPS® 5.1H for the Medicaid Population Project Activities – Data Sampling and Collection and Data Reporting	\$30,591.00
ACO Link	Development (1 at \$2,450) and Production (2 at \$1,000)	\$4,450.00
<b>Total for Year One</b>		<b>\$178,445.86</b>
Budget July 1, 2022 to June 30, 2023		
Blueprint and Medicaid Patient Experience Survey Budget Summary		
Task	Description	Total Amount Budgeted
Task 1	CAHPS®-CG (with or without PCMH items) Project Activities – Data Sampling and Collection CAHPS®-CG (with or without PCMH items) Project Activities – Data Reporting	\$226,840.00

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<b>Task 2</b>	CAHPS® 5.1H for the Medicaid Population Project Activities – Data Sampling and Collection and Data Reporting	\$39,768.30
<b>ACO Link</b>	Development (1 at \$2,450) and Production (2 at \$1,000)	\$4,450.00
<b>Web-Based Data Collection</b>	Development and Production	\$5,680.00
<b>Total for Year Two</b>		<b>\$276,738.30</b>
<b>Budget July 1, 2023 to June 30, 2024</b>		
<b>Blueprint and Medicaid Patient Experience Survey Budget Summary</b>		
<b>Task</b>	<b>Description</b>	<b>Total Amount Budgeted</b>
<b>Task 1</b>	CAHPS®-CG (with or without PCMH items) Project Activities – Data Sampling and Collection CAHPS®-CG (with or without PCMH items) Project Activities – Data Reporting	\$230,971.00
<b>Task 2</b>	CAHPS® 5.1H for the Medicaid Population Project Activities – Data Sampling and Collection and Data Reporting	\$56,847.60
<b>ACO Link</b>	Development (1 at \$2,450) and Production (2 at \$1,000)	\$4,450.00
<b>Web-Based Data Collection</b>	Development and Production	\$5,680.00
<b>Total for Year Three</b>		<b>\$297,948.60</b>
<b>Budget July 1, 2024 to June 30, 2025</b>		
<b>Blueprint and Medicaid Patient Experience Survey Budget Summary</b>		
<b>Task</b>	<b>Description</b>	<b>Total Amount Budgeted</b>
<b>Task 1</b>	CAHPS®-CG (with or without PCMH items) Project Activities – Data Sampling and Collection CAHPS®-CG (with or without PCMH items) Project Activities – Data Reporting	\$237,782.00
<b>Task 2</b>	CAHPS® 5.1H for the Medicaid Population Project Activities – Data Sampling and Collection and Data Reporting	\$63,782.00
<b>Task 3</b>	2024 VT HCBS CAHPS Survey	\$85,404.00
<b>ACO Link</b>	Development (1 at \$2,450) and Production (2 at \$1,000)	\$4,450.00
<b>Web-Based Data Collection</b>	Development and Production	\$5,680.00
<b>Total for Year Four</b>		<b>\$397,098.00</b>
<b>Other</b>	Ad Hoc – For additional oversampling as requested and Task 1 overages	\$10,000.00
<b>Total</b>	<b>July 1, 2021 – June 30, 2025</b>	<b>\$1,160,230.76</b>



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

**1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee, or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State regarding its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights, or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

**5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

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

**7. Defense and Indemnity: A.** The Party shall defend the State and its officers and employees against all third-party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its

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own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

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

**C.** The Party shall indemnify the State and its officers and employees if the State, its officers, or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

**D.** Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

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

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

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

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

**12. Use and Protection of State Information:**

**A.** As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").

**B.** With respect to State Data, Party shall:

- i.** take reasonable precautions for its protection;
- ii.** not rent, sell, publish, share, or otherwise appropriate it; and

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iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.

C. With respect to Confidential State Data, Party shall:

- i. strictly maintain its confidentiality;
- ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
- iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
- iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
- v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
- vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.

D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:

- i. industry-standard firewall protection;
- ii. multi-factor authentication controls;
- iii. encryption of electronic Confidential State Data while in transit and at rest;
- iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
- v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;
- vi. training to implement the information security measures; and
- vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.

E. No Confidential State Data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the United States, except with the express written permission of the State.

F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.

G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or

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characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

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

**15. Offset:** The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

**16. Taxes Due to the State:** Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** Party shall not assign, subcontract, or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

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

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Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 (“False Claims Act”); Section 11 (“Whistleblower Protections”); Section 12 (“Confidentiality and Protection of State Information”); Section 14 (“Fair Employment Practices and Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

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

**21. Regulation of Hydrofluorocarbons:** Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

**23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**24. Vermont Public Records Act:** Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 *et seq.*

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lockouts) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not use the State’s logo or otherwise refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

**A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is funded in whole or in part by Federal funds, and in the event

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Federal funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to pay Party from State revenues.

**B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

**C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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

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

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

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

**B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.

**C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**32. Requirements Pertaining Only to State-Funded Grants:**

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**A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

**B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

**ATTACHMENT D**  
**INFORMATION TECHNOLOGY PROFESSIONAL SERVICES**  
**TERMS AND CONDITIONS (rev. 01/12/2024)**

**1. OWNERSHIP AND LICENSE IN DELIVERABLES**

**1.1 Contractor Intellectual Property.** Contractor shall retain all right, title and interest in and to any work, ideas, inventions, discoveries, tools, methodology, computer programs, processes and improvements and any other intellectual property, tangible or intangible, that has been created by Contractor prior to entering into this Contract (“Contractor Intellectual Property”). Should the State require a license for the use of Contractor Intellectual Property in connection with the development or use of the items that Contractor is required to deliver to the State under this Contract, including Work Product (“Deliverables”), the Contractor shall grant the State a royalty-free license for such development and use. For the avoidance of doubt, Work Product shall not be deemed to include Contractor Intellectual Property, provided the State shall be granted an irrevocable, perpetual, non-exclusive royalty-free license to use any such Contractor Intellectual Property that is incorporated into Work Product.

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

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

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

**1.3 Work Product.** All Work Product shall belong exclusively to the State, with the State having the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, all patents and copyrights, and all applications and registrations, renewals and continuations thereof and/or any and all other appropriate protection. To the extent exclusive title and/or complete and exclusive ownership rights in and to any Work Product may not originally vest in the State by operation of law or otherwise as contemplated hereunder, Contractor shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to the State all right, title and interest therein.

“Work Product” means any tangible or intangible ideas, inventions, improvements, modifications, discoveries, development, customization, configuration, methodologies or processes, designs, models,



drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, work of authorship, specifications, operating instructions, procedures manuals or other documentation, technique, know-how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection), that is specifically made, conceived, discovered or reduced to practice by Contractor, either solely or jointly with others, pursuant to this Contract. Work Product does not include Contractor Intellectual Property or third party intellectual property.

To the extent delivered under this Contract, upon full payment to Contractor in accordance with Attachment B, and subject to the terms and conditions contained herein, Contractor hereby (i) assigns to State all rights in and to all Deliverables, except to the extent they include any Contractor Intellectual Property; and (ii) grants to State a perpetual, non-exclusive, irrevocable, royalty-free license to use for State's internal business purposes, any Contractor Intellectual Property included in the Deliverables in connection with its use of the Deliverables and, subject to the State's obligations with respect to Confidential Information, authorize others to do the same on the State's behalf. Except for the foregoing license grant, Contractor or its licensors retain all rights in and to all Contractor Intellectual Property.

The Contractor shall not sell or copyright a Deliverable 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 Intellectual Property or Contractor Intellectual Property developed outside of this Contract with no assistance from State.

## 2. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

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

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

The State shall immediately notify Contractor of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Contractor information. Contractor may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such information under

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

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

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

### **3. SECURITY OF STATE INFORMATION.**

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

security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

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

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

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

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

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

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

#### **4. CONTRACTOR’S REPRESENTATIONS AND WARRANTIES**

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

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

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

- (i) Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.
- (ii) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any software delivered hereunder, Contractor will, upon State's request, provide a new or clean install of the software. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.
- (iii) To the extent Contractor resells commercial hardware or software it purchased from a third party, Contractor will, to the extent it is legally able to do so, pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth herein.

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

## 6. TERMINATION

**6.1.** Contractor shall reasonably cooperate with other parties in connection with all services to be delivered under this Contract, including without limitation any successor provider to whom State Data, State Intellectual Property or other State information and materials are to be transferred in connection with termination. Contractor shall assist the State in exporting and extracting any and all State data, in a format usable without the use of the Services and as agreed to by State, at no additional cost. Any transition services requested by State involving additional knowledge transfer and support may be subject to a contract amendment for a fixed fee or at rates to be mutually agreed upon by the parties.

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

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

**7. DESTRUCTION OF STATE DATA.** At any time during the term of this Contract within thirty days of (i) the State's written request or (ii) termination or expiration of this Contract for any reason, Contractor shall securely dispose of all copies, whether in written, electronic or other form or media, of State Data according to National Institute of Standards and Technology (NIST) approved methods, and certify in writing to the State that such State Data has been disposed of securely. Further, upon the relocation of State Data, Contractor shall securely dispose of such copies from the former data location according to National Institute of Standards and Technology (NIST) approved methods and certify in writing to the State that such State Data has been disposed of securely. Contractor shall comply with all reasonable directions provided by the State with respect to the disposal of State Data.

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

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

**9.** In addition to the insurance required in the Vermont State Insurance Specifications referenced in Attachment C, Section 8 (Insurance) to this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain Cyber Liability and Breach Response Coverage for any and all services performed under this contract, with minimum coverage of \$3,000,000 per claim.

## **ATTACHMENT G**

### **STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)**

(Revision date: *May 24, 2024*)

#### **PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

#### **CLEAN AIR ACT**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **FEDERAL WATER POLLUTION CONTROL ACT**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of

Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

### **CONTRACTOR BREACH, ERRORS AND OMISSIONS**

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

### **TERMINATION FOR CONVENIENCE**

1. General
  - a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
  - b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
  - c. No compensation will be allowed for items eliminated from the Contract.
  - d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.
2. Contractor Obligations  
After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:
  - a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
  - b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
  - c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
  - d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
  - e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.

- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.
3. Claim by Contractor  
After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.
4. Negotiation  
Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLIANCE SERVICES OR EQUIPMENT-** this clause must be included in all subcontracts.

In connection with this contract, Contractors and Subcontractors are prohibited from:

- (a) Utilizing, procuring or obtaining equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and



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organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

**SUSPENSION AND DEBARMENT** - This clause must be included in all subcontracts

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of the recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

**BYRD ANTI-LOBBYING CERTIFICATION** - Applicable to contracts over \$100,000.00- this clause must be included in all subcontracts over \$100,000.00.

Contractor has provided the certification required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended, and will follow the requirements for certification of each lower tier (subcontract) to disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the Contractor who in turn will forward the certification(s) to the federal awarding agency.

**DOMESTIC PREFERENCE FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

**CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS FIRMS.**

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- (a) Contractor entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(b\)\(1\) through \(5\)](#) of this section

**The following clauses are applicable when a contract utilizes State and Local Fiscal Recovery Funds (SLRF) funds, and must be passed down to subcontractors and grantees:**

**WHISTLEBLOWER PROTECTIONS**

Contractor shall comply with 41. U.S.C. § 4712 and inform their employees of their rights and remedies in the predominant native language of the workforce.

**FAIR EMPLOYMENT PRACTICES**

Contractor must comply with 42 U.S.C. §2000d *et seq.*, and as enacted by 31 C.F.R. Part 22

**FEDERAL AND STATE LAW, REGULATION, AND AGENCY GUIDANCE**

Contractor must comply with the requirements of the Social Security Act, 42 U.S.C. §§ 602 and regulations adopted by Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by Treasury regarding the foregoing, and comply with all other federal statutes, regulations, and executive orders, including generally applicable environmental laws and regulations

**UNIFORM GUIDANCE**

Contractor must comply with 2 C.F.R. Part 200 as modified by the Treasury's guidance.

**INCREASING SEATBELT USE**

Contractor must comply with Executive Order 13043, 62 FR 1927 (April 18, 1997)

**REDUCING TEXTING WHILE DRIVING**

Contractor must comply with Executive Order 13513, 74 FR 51225 (Oct. 6, 2009).