

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, Department of Vermont Health Access (DVHA) (hereinafter called “State”), and Berry, Dunn, McNeil & Parker, LLC (BerryDunn), with a principal place of business in Portland, Maine, (hereinafter called “Contractor”). Contractor’s form of business organization is a Limited Liability Company. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this Contract is services generally on the subject of Medicaid Enterprise consulting and procurement assistance. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$1,174,600.00.

4. **Contract Term.** The period of Contractor’s performance shall begin on December 9, 2024 and end on November 30, 2027, with the option to renew for up to two additional 12-month periods.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

a. For the Contractor:

Name: Shea Berry-Brennan
Phone: 681-313-8901
Email: sberry-brennan@berrydunn.com

b. For the State:

Name: Suellen Bottiggi
Phone: 802-760-9931
Email: Suellen.bottiggi@vermont.gov

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
BERRY, DUNN, MCNEIL & PARKER, LLC

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CONTRACT #48594

9. **Attachments.** This contract consists of 35 pages including the following attachments which are incorporated herein:

- Attachment A - Statement of Work
- Attachment B - Payment Provisions
- Attachment C – Standard State Provisions for Contracts and Grants
- Attachment D – Information Technology Professional Services
- Attachment F – AHS Customary Contract Provisions
- Attachment G – Federal Terms Supplement (Non-Construction)


10. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment D
- (3) Attachment C
- (4) Attachment G
- (5) Attachment A
- (6) Attachment B
- (7) Attachment F

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

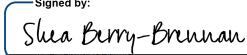
Date: 12/9/2024

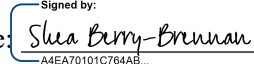
Signature:  Signed by: AAF9E7992536479...

Name: DaShawn Groves

Title: Commissioner

By the Contractor:

Date:  Signed by: A4EA70101C764AB...

Signature:  Signed by: A4EA70101C764AB...

Name: Shea Berry-Brennan

Title: Principal

ATTACHMENT A STATEMENT OF WORK

Contractor will provide analysis and research to support future Medicaid Management Information System (MMIS) Core Claims and Fiscal Agent Services (MMIS Core) procurement assistance. Contractor must bring current subject matter knowledge and be a creative partner so the State can make informed decisions related to Medicaid modernization. Success will be defined by having a well-documented summary and recommendation to inform and contribute to development of an RFP(s) for Vermont's future Medicaid enterprise including addressing MMIS Core Claims and Fiscal Agent Services.

The Contractor must provide the following deliverables to address necessary work in five focus areas (detailed further below) that will ultimately result in the State's execution of a new contract for its MMIS. These five focus areas include:

1. MMIS Business Research and Recommendation Summary,
2. MMIS Communication Plan,
3. MMIS Business Strategy Roadmap (Specification Order for possible future work)
4. MMIS Core Claims and Fiscal Agent Services procurement, and
5. MMIS Core Claims and Fiscal Agent Services Procurement activities such as Procurement Review Team Summary: Procurement Review & Contracting

Contractor will coordinate with the State for addressing facilitation and driving the efforts of the procurement and modernization of MMIS Core Claims and Fiscal Agent services. Contractor shall:

- a. Facilitate regular and ad hoc meetings
- b. Work in conjunction with the Agency of Human Services (AHS) and other State governing agencies, such as Agency of Digital Services (ADS) staff, and perform and contribute in such a manner as to promote a collaborative work environment with all stakeholders
- c. Lead visioning sessions documenting and confirming the State Medicaid Enterprise business needs
- d. Follow State of Vermont Enterprise Project Management Office (EPMO) standards and process for any required business analysis tasks and deliverables through the oversight and direction from the State MMIS Business Analysis Lead
- e. Adhere to State Enterprise Architect (EA) and Technical Lead (TL) standards when it comes to documenting technical and system details
 - i. ADS will provide System Integrator (SI) requirements and details
- f. Follow the direction of the identified EPMO Project Manager to track and monitor all identified schedules, and to produce:
 - i. Meeting notes and outcomes
 - ii. RACI log item identification and maintenance
 - iii. Decision and "parking lot" identification and maintenance
 - iv. Document management (deliverables, reports, required approvals, etc.)

I. Phase 1**Focus Area 1: MMIS Business Research and Recommendation Summary****(Deliverable A-1)**

The Contractor will provide analysis of the current (As-Is) Vermont Medicaid Enterprise and analysis of the future (To-Be) Vermont Medicaid Enterprise to support the development of requirements and user stories. The Contractor must identify and provide insight on the following:

- a. Dependencies in terms of related Medicaid systems.
- b. Dependencies in terms of business continuity and strategic use of Medicaid data as these other related Medicaid systems relate to Core Claims.
- c. Financial considerations in terms of solution costs broken down by Design, Development and Implementation (DDI) and Maintenance & Operations (M&O) activities, along with details related to Federal and State budget approvals.
- d. Identify a typical staffing structure and plan for Vermont's MMIS DDI and M&O Teams with clarification around Core Claims and Fiscal Agent services for both State and vendor.
- e. Evaluate, analyze, and organize other states' procurements and identify details related to those procurements that Vermont can leverage. States must be similar in terms of their programs including their Medicaid waiver structure.
- f. Evaluate, analyze, and organize previous State MMIS procurements and identify what can be reused and/or updated with consideration towards minimizing business impact and administrative burden when modernizing these systems.
- g. Evaluate, analyze, and organize details of National Association of State Procurement Officials (NASPO) procurement details for MMIS replacement and identify what can be reused.
- h. Identify Vermont-specific needs as they relate to Vermont's 1115 Waiver and Vermont's particular Accountable Care Organization (ACO) program, along with Vermont's integration of Medicaid across five departments within the Agency of Human Services (AHS). The State needs to proceed with improving the business environment (for employees, beneficiaries, and other interested parties) while continuing to upgrade/improve the Medicaid Enterprise System. This includes workflow and business changes, system modifications, and access to business tools.
- i. Must include procurement language that addresses the State's evolving vision as a non-traditional Managed Care Organization but rather a Prepaid Inpatient Health Plan (PIHP).
 1. Contractor shall meet with AHS stakeholders for visioning sessions to outline future needs and address current gaps. These sessions require the Contractor's expertise to drive conversations and provide awareness of capabilities to better inform stakeholders.
- j. Upon completion of this analysis and work with State staff, and in accordance with the Deliverable Expectation Document (Section 7), the Contractor will deliver a final recommendation report to the State on procurement approaches, the timing of key milestones and budget details for next steps in the procurement of Vermont's MMIS and Fiscal Agent Services. This final recommendation will include the rationale behind these details.

Deliverable A-1:

- Due Date: Day 180
- Provide current view of MMIS Business Research Summary and Recommendation

Focus Area 2: MMIS Communication Plan (Deliverables B-1 and B2)

Working with State staff, and in accordance with the Deliverable Expectation Document (Section 7), the Contractor will develop a Communication Plan that ensures bi-directional sharing of information from stakeholders and ensure that there is clear documentation and socialization in a manner that minimizes confusion and disruption. The Communication Plan will be maintained by the Contractor and followed throughout the Contract efforts.

The Contractor will engage multiple levels of stakeholders with appropriate presentation slides utilizing the development of this Communication Plan. Stakeholder engagement includes gathering information and corresponding with individuals from other State Agencies and programs.

Deliverable B-1:

- Due Date: Day 30
- Develop clear Communication Plan for various tiers of Stakeholders including utilization of multiple means of communication

Deliverable B-2:

- Due Date: Day 90
- Provide an updated version of the Communication Plan with associated details

Focus Area 3: MMIS Business Strategy Roadmap (Deliverables C-0 to C4)

The Contractor shall develop a Preliminary and subsequently updated Business Strategy Roadmap. The Contractor shall evaluate current and future activities to present a roadmap providing a view of the sequence and alignment and overlap of business activities that meet Federal mandates and/or State commitments. Examples of these activities include other procurements, active DDI efforts, and system upgrades.

This work will include the delivery of iterative Roadmaps for the State, providing emphasis on the MMIS Core Claims Replacement RFP and providing insight into all the activities, overlaps, and timelines associated with Vermont's Medicaid Enterprise. The Roadmap will create the best achievable sequence of projects and milestones taking into consideration resource constraints and integration points of various solutions to ensure that the State is pursuing the best outcomes. The Contractor will also reference any significant external factors that overlay the timeline – such as legislative mandates.

Deliverables, in accordance with the Deliverable Expectation Document (Section 7), have assigned due dates that reflect the latest date when the Contractor will deliver the artifact. The State and the Contractor will then go through a traditional review cycle as detailed in Section 7 below. The Roadmap must speak to the activities the State needs to foundationally address in preparation for the MMIS Core Claims procurement. These activities include resources in terms of services and/or staffing.

Deliverable C-0: Considered Preliminary Roadmap

- Anticipated Due Date: Day 120

- Provide current view MMIS Core Claims and Fiscal Agent Replacement Roadmap
- Include ancillary systems and their associated timelines for replacement, such as but not limited to: Pharmacy Benefit Management (PBM), Care Management, Medicaid Data Warehouse and Analytics Solution (MDWAS), and Vermont's Integrated Eligibility System (VT-IES).
- Include a list of risks/issues with the current Roadmap including mitigation details
- Include a list of outstanding items that need to be researched, decided upon, and addressed

Deliverable C-1: Considered Roadmap Version 1

- Anticipated Due Date: Day 180
- Provide an updated version of the Roadmap with associated details

Deliverable C-2: Considered Roadmap Version 2

- Anticipated Due Date: Day 240
- Provide an updated version of the Roadmap with associated details

Deliverable C-3: Considered Roadmap Version 3*

- Due Date: Date to be determined by Phase 2 (DED).
- Provide an updated version of the Roadmap with associated details

Deliverable C-4: Considered Roadmap Version 4*

- Due Date: Date to be determined by Phase 2 (DED).
- Provide an updated version of the Roadmap with associated details

*Roadmap versions required beyond Phase 1 will be determined as needed by the State and enacted upon based on the signed DED.

II. Phase 2

The following focus areas will be performed at the request of the State at a timeline to be determined and agreed to by both Parties as part of a Specification Order or an amendment to this Contract if required. Contractor shall collaborate with the State in the preparation of all necessary Specification Orders and amendments at no cost to the State. All other change management activities in connection with this Contract shall be conducted in accordance with the DVHA Portfolio Change Control Plan (<https://dvha.vermont.gov/administration/grants-and-contracts/dvha-portfolio-change-control-plan>). Each Specification Order shall describe the specific Contractor services, deliverables, reports, and tasks from among those described in Phase 2 that the State determines are necessary or desirable to support the State and shall be in accordance with both Attachment A and Attachment B.

Focus Area 4: MMIS Core Claims Replacement RFP (Deliverable D-1)

The MMIS Core Replacement RFP will be the primary artifact by which the State procures an MMIS Replacement. Contractor will:

- a. provide insight on industry trends and policies for the RFP
- b. coordinate with State Business Analysis team in terms of processes and protocols, ensuring that the State's standards are achieved as it relates to the creation of requirements and user

stories and that there is a plan to ensure continuity and integrity of State requirements throughout the procurement lifecycle.

- c. leverage NASPO MMIS procurement details, as applicable
- d. clearly identify requirements that are Vermont-specific requirements as compared to other requirements

The RFP will drive an aggressively realistic timeline meeting a vendor's ability to deliver and the State's ability to implement and utilize. This resulting MMIS Core RFP could be used for a full open-competitive RFP, or it could be used for a Simplified Bid based on CMS and the State's agreed upon approach.

The RFP deliverable will consist of artifacts detailing the business, functional and system requirements and expectations. These artifacts include:

- a. Agency Enterprise Architecture Details (to be developed with the State Enterprise Architecture Team)
- b. Business and Functional Requirements (to be developed with State Business Analysis Team based on Phase 1 activities)
- c. Technical Requirements and General System Design (to be developed with State Business Analysis Team)
- d. System and Procurement Evaluation and Recommendations
- e. Operational Readiness Report and Recommendations
- f. Risk Assessment Report and Recommendations
- g. Staffing and Change Management Report and Recommendations

Deliverable D-1:

- Due Date: Date to be determined by Specification Order.
- Develop and deliver a clear Request for Proposals (RFP) to be submitted to Centers for Medicare and Medicaid Services (CMS)

Focus Area 5: MMIS Core RFP Procurement Review Team (PRT) Summary (Deliverables E-1 and E-2)

The Contractor will assist State with facilitation of the bid reviews and scoring process. Contractor will assist State with monitoring and supporting clear and concise documentation for Stakeholders. Contractor will provide a PowerPoint presentation summarizing the procurement activities, from the approach through the selection of the vendor of choice for the stakeholders. This PowerPoint must also be written in a format that allows for addressing Freedom of Information Act (FOIA) requests. More details will be documented during the Specification Order process.

Deliverable E-1: PowerPoint of PRT through selection of a vendor of choice

- Due Date: 10 days post-selection of vendor of choice
- Provide current view MMIS Core Claims RFP PRT efforts

Deliverable E-2: PowerPoint of PRT through selection of a vendor of choice-update

- Due Date: Date to be determined by Specification Order.
- Provide an update to the PRT selection document

III. Additional Requirements

1. Conflict of Interest; Bidding Integrity.

Contractor acknowledges and agrees to comply with all State rules, requirements and policies relating to conflict of interest and bidding integrity. Without limiting the generality of the foregoing, neither Contractor nor any of Contractor's affiliates shall submit any bid or proposal in connection with any procurement with respect to which Contractor advises the State under this Contract, or any other procurement with respect to which Contractor has access to non-public information by virtue of Contractor's engagement by the State. For purposes of this section, "affiliate" means a person or entity that directly or indirectly controls, is controlled by, or is under common control with Contractor, and includes any person or entity that has power, directly or indirectly, to vote 5% or more of the securities having ordinary voting power for the election of directors (or equivalent) of Contractor, or otherwise direct or cause the direction of the management and policies of the Contractor, whether by contract or otherwise.

Contractor must adhere to State of Vermont Policy 0034, Bidding Integrity located here: <https://bgs.vermont.gov/commissioner/adminpolicies/0034>. Contractor agrees to assign to the State of Vermont the full copyright to all materials and work product used or generated by Contractor in preparation of the document subject to this Contract

2. Required Recurring Reporting

The Contractor will provide a monthly status report. This report will be delivered (emailed) to the State by the 7th of the next month. This monthly status report will provide a summary of the previous month's activities including: accomplishments, work to be accomplished in the next month, explanation of any variances in accomplishments, risks with identified mitigations, current issues/blockers and their status, any staffing adjustments, and timeline of events. Additionally, the report must include a budget section outlining original Contract costs with billed and paid-to-date information by deliverable and in total.

The State's Project Manager and Contractor's Project Manager will come to agreement on the exact format of the project status reports utilizing the Deliverables Expectation Document (DED).

3. Pool of 400 hours for Subject Matter Expertise (SME)

In addition to the focus area deliverables above, the Contractor shall provide SMEs with prior experience in procurement, contracting, and consultation related to MMIS. The Contractor shall provide SME hours up to the maximum amount and rates set forth in Attachment B for the Contract period, which will be used as approved by the State Authorized Representative.

The following process shall be executed prior to assigning SME hours from the pool:

- a. The State and Contractor will follow the Specification Order Process (Section III.8) in order to utilize the SME pool.
- b. The Contractor shall be responsible for directing and supervising each of its SMEs.
- c. A SME shall not work more hours or bill over the approved Request for Approval budget.

4. Work Location

Contractor shall be available to work remotely in the continental United States in an effective manner with ability to be on-site as needed and agreed to by the Contract manager. Any Contractor staff travel time should be scheduled outside of normal State business hours to minimize impact on project work and schedules and will be paid for by the Contractor. The State will not reimburse for travel expenses.

5. Contractor Personnel Skills and Qualifications

Contractor personnel must possess the skills and certification necessary for the roles they are filling, and at a minimum, all individuals proposed must:

- Be proficient in written and spoken English.
- Possess advanced writing, verbal, and presentation skills.
- Be flexible and adaptable in dealing with ambiguous situations.
- Be able to work independently, leverage previous relevant experience, and lead specific assigned tasks.

6. Key Project Contractor Personnel

Contractor Personnel will be properly educated, trained and qualified for the Services they are to perform, and Contractor ensure that Contractor's staff receive appropriate initial and ongoing training appropriate to their respective roles. Additionally:

- a. Contractor shall be responsible, at its own cost and expense, for any and all recruitment, hiring, Contractor-specific training, education and orientation for all Contractor Personnel assigned or to be assigned to perform services or support the requirements under this Contract.
- b. All Contractor Personnel, in addition to any Contractor security policies and procedures, shall be required to comply with the security requirements in this Contract
- c. Contractor shall conduct its hiring process in compliance with all applicable Federal and State laws to include, but not be limited to, anti-discrimination laws.
- d. Eligibility for Employment: Contractor shall verify that all prospective employees are eligible for employment in the United States.
- e. Criminal Records: Contractor or an agent of Contractor shall perform criminal background checks on all prospective employees utilizing a national criminal database acceptable to the State. Before any Contractor Personnel begin work on the Services such background check shall have returned a "no record" result or, to the extent that the result revealed that a felony record or records exist for a given individual, the associated conviction(s) shall be unrelated to the work to be performed as specified under the Equal Employment Opportunities Commission's EEOC Enforcement Guidance regarding the employment of convicted felons issued April 25, 2012. Contractor shall provide the State with notice of proposed Contractor Personnel with felony or misdemeanor convictions that involve a crime against a person; a crime involving the use or misuse of computer network; a crime involving weapons, explosives or arson; a crime involving trade secret/proprietary information; a crime involving theft, dishonesty, embezzlement, breach of fiduciary duty, identity theft, or other financial-related crimes; a felony conviction for drug possession; or a crime involving the distribution or trafficking of illegal drugs and/or controlled substances.

- f. The timing for transfer, reassignment or replacement of Contractor Personnel will be coordinated with requirements for timing and other elements of the Contract services so as to maintain continuity in the performance of the Contract services and avoid interruption or disruption to services. For purposes of this Contract, "Contractor Personnel" means and refers to Contractor's employees and employees of Contractor's permitted subcontractors or permitted agents assigned by Contractor to perform services under this Contract.
- g. Contractor shall assign the following Contractor staff positions ("Key Project Personnel"), to meet the Requirements of this Contract:
- Principal
 - Engagement Manager
 - Project Manager
 - Organizational Development Lead
 - Communication Planning Lead
 - MMIS Business Strategy and Roadmap Lead
 - Research RFP Lead
- h. With the exception of the Principal, all Key Project Personnel hours will be State of Vermont normal business hours unless a different schedule is agreed with the State's Authorized Representative. While on State premises, Contractor's staff are not permitted to perform work for any other client of Contractor.
- i. Project Personnel Changes. The replacement of Key Project Personnel shall have comparable or greater skills and applied experience than being replaced and be subject to reference and background checks described above. If Contractor removes Key Project Personnel for any reason without the State's approval, Contractor agrees to replace the new Key Project Personnel member if performance is unacceptable to State and provide the first thirty (30) days of a replacement resource with equivalent skill at no charge.
- Notwithstanding the foregoing, the State acknowledges that Key Project Personnel may become unavailable due to termination of employment for any reason, through disability or death, illness, or through leave of absence such as FMLA or National Guard duty for example. In such circumstances, Contractor shall promptly notify the State in writing of the impending or actual departure of any Key Personnel and of the qualifications and identity of proposed replacement Key Project Personnel. The State has the right to reasonably disapprove of any replacement Key Project Personnel.
- The State reserves the ability to ask for removal and replacement of Contractor personnel if performance is unacceptable to the State. The Contractor will replace staff member with staff of equitable skills within 30 days at no charge.

7. Deliverables Expectations Document (DED) and Deliverable Acceptance Document (DAD) Process:

For Deliverables in Attachment A, Phase 1, the State and Contractor will utilize the Deliverables Expectation Document process. The State shall complete the Deliverable Acceptance Document process upon submission of a deliverable by the Contractor. The Contractor shall not bill the State unless a signed DAD has been provided by the State.

1. DED Process:

a. DED Development:

- i. DEDs must be utilized for Deliverables when indicated by Attachment A.
- ii. All DEDs shall include deliverable description, definitions, acronyms and abbreviations, timeline for the development and review processes, members of the review and approval team, deliverable requirements, and acceptance criteria.

b. DED Review and Approval Process:

- i. Contractor shall work with State to develop DEDs and then submit to the State for review.
- ii. The State will have ten (10) business days to review and approve the DED, or to provide comments if the DED is not acceptable. During this ten (10) day period, the State may schedule and conduct a joint walkthrough of the DED with Contractor so that Contractor can make real-time updates based on State feedback. At the conclusion of the walkthrough, the Contractor and State shall confirm that updates to the DED are acceptable to both parties.
- iii. If State provides comments to Contractor on or before the end of the ten (10) day period, Contractor will have no more than ten (10) business days to incorporate comments and resubmit the DED to State for electronic approval.

c. DED Revision Process:

- i. A DED may be reopened for modification (Revised DED) upon mutual agreement of the State Program Manager and Contractor. Until a Revised DED has been approved by the State, the existing DED criteria will continue to apply.
- ii. The State shall have five (5) business days upon receipt of Revised DED to confirm that comments provided to the Contractor have been addressed and approve or reject the DED.

2. Deliverable Acceptance Document (DAD) Process

- a. Contractor shall not submit an invoice for any deliverable with a DED under this Contract until Contractor has received written notice of acceptance of the deliverable by the State in the form of a DAD.
- b. Deliverables submitted to the State shall be accompanied by a DAD (template to be provided by the State). A deliverable submitted by the Contractor to the State for acceptance shall be reviewed by the State and a written determination of either acceptance or rejection shall be provided to the Contractor within fifteen (15) days following submittal.
- c. If a deliverable is not accepted by the State, which shall not be unreasonably refused, the State shall not release payment. Contractor has ten (10) business days to acknowledge the rejection of the deliverable and present a timeline for revision to resubmit the deliverable. If the schedule is not adhered to, then payment is foregone.

8. Specification Orders:

For Deliverables in Attachment A, Phase 2, and during the Contract term, Contractor and State may identify additional tasks to be performed by Contractor within the general scope of this Contract, the specific requirements of which shall be determined

by mutual agreement. Contractor and State agree that these additional items of work shall be construed as "Specification Orders."

Clarified and/or additional tasks under the Specification Order section of this agreement shall be submitted in the form of a request for a Specification Order proposal to the Contractor by the State, or to the State from the Contractor. The Contractor has the right to submit modifications or deny any Specification Order submitted by the State. The State can submit modifications or deny proposed Specification Orders submitted by the Contractor.

The final Specification Order document shall receive approval by the State, and be signed by the Contractor, the State Authorized Representative, and the DVHA Business Office. The Specification Order must indicate scope, intended source of funds, payment provisions, points of contact, ownership of data, applicable data use agreement, and project specifics.

No Specification Order may increase the maximum amount payable under this Contract, substantially deviate from the scope of this Contract, or deviate from any term in any part or attachment to or of this Contract. The Specification Order process shall not be used in lieu of the Change Request and amendment process where an amendment is appropriate. It is further understood and agreed that the Contract maximum amount includes an amount specified in Attachment B specifically reserved and allocated to pay for the additional items of work described in this section. If and when this reserved amount is exhausted, no additional work may be requested, ordered, or approved.

Each Specification Order must clearly define payment either by rate per hour or deliverable received and approved and must be pre-approved before any work may begin. The State will not pay for services that are not previously approved in a Specification Order by both authorized representatives responsible for the work. The State Authorized Representative and the DVHA Business Office have final authority over whether a Specification Order is initiated under this agreement. Specification Orders must be approved by the State. The Contractor is not permitted to bill time to the State for the development of a Specification Order.

**ATTACHMENT B
PAYMENT PROVISIONS**

The maximum dollar amount payable under this Contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this Contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract. Contractor shall not submit an invoice for any deliverable under this Contract, when specified as required by Attachment A, until it has received written notice of acceptance of the deliverable by the State in the form of a Deliverable Acceptance Document (DAD), or as determined by a Specification Order.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Invoices shall be submitted to the State at the following address:
AHS.DVHAInvoices@vermont.gov.
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:

Phase	Deliverable Description	Delivery Date*	Deliverable Amount
1	Deliverable A-1: Business Research and Recommendation	Day 180	\$390,000.00
1	Deliverable B-1: Business Communication Plan	Day 30	\$39,500.00
1	Deliverable B-2: Business Communication Plan update	Day 90	\$19,500.00
1	Deliverable C-0: Preliminary Roadmap	Day 120	\$48,000.00
1	Deliverable C-1: Roadmap V1	Day 180	\$43,000.00
1	Deliverable C-2: Roadmap V2	Day 240	\$12,500.00
1	Deliverable C-3: Roadmap V3	Determined by SO	\$12,500.00
1	Deliverable C-4: Roadmap V4	Determined by SO	\$10,000.00
1	Status Reports (not to exceed \$5,000 per month)	Monthly (12 mo)	\$60,000.00
Phase 1 Not to Exceed			\$635,000.00
Work below will require a Specification Order (SO) or an amendment			
2	Deliverable D-1: MMIS Core Claims Replacement Request for Proposals (RFP)	TBD	\$175,000.00
2	Deliverable E-1: MMIS Core RFP Procurement Review Team (PRT) Summary	TBD	\$50,000.00
2	Deliverable E-2: MMIS Core RFP PRT Summary-update	TBD	\$25,000.00
2	Status Reports (not to exceed \$5,000 per month)	Monthly (24 mo)	\$120,000.00
Phase 2 Sub-Total Bid Cost			\$370,000.00
Hourly SME Not to Exceed Budget**			\$84,800.00
Total Project Cost Not to Exceed			\$1,089,800.00

*Deliverable due date may be modified as agreed to by the State and Contractor using the DED or Specification Order process.

**Hourly Rate SME Table (up to 400 hours):

Service Category/Title of Positions	Rate per Hour
Procurement Consultant	\$212.00
MMIS Program Core SME	\$212.00

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
BERRY, DUNN, MCNEIL & PARKER, LLC

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

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 7, 2023) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the Contractor and to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

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 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:

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) The Contractor has adequate resources to fulfill its obligations under this Contract.
- (6) 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:

- (1) 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.
- (2) 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.

- (3) 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>

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT
PROVISIONS

1. **Definitions:** For purposes of this Attachment F, the term “Agreement” shall mean the form of the contract or grant, with all of its parts, into which this Attachment F is incorporated. The meaning of the term “Party” when used in this Attachment F shall mean any named party to this Agreement *other than* the State of Vermont, the Agency of Human Services (AHS) and any of the departments, boards, offices and business units named in this Agreement. As such, the term “Party” shall mean, when used in this Attachment F, the Contractor or Grantee with whom the State of Vermont is executing this Agreement. If Party, when permitted to do so under this Agreement, seeks by way of any subcontract, sub-grant or other form of provider agreement to employ any other person or entity to perform any of the obligations of Party under this Agreement, Party shall be obligated to ensure that all terms of this Attachment F are followed. As such, the term “Party” as used herein shall also be construed as applicable to, and describing the obligations of, any subcontractor, sub-recipient or sub-grantee of this Agreement. Any such use or construction of the term “Party” shall not, however, give any subcontractor, sub-recipient or sub-grantee any substantive right in this Agreement without an express written agreement to that effect by the State of Vermont.

2. **Agency of Human Services:** The Agency of Human Services is responsible for overseeing all contracts and grants entered by any of its departments, boards, offices and business units, however denominated. The Agency of Human Services, through the business office of the Office of the Secretary, and through its Field Services Directors, will share with any named AHS-associated party to this Agreement oversight, monitoring and enforcement responsibilities. Party agrees to cooperate with both the named AHS-associated party to this contract and with the Agency of Human Services itself with respect to the resolution of any issues relating to the performance and interpretation of this Agreement, payment matters and legal compliance.

3. **Medicaid Program Parties** (*applicable to any Party providing services and supports paid for under Vermont’s Medicaid program and Vermont’s Global Commitment to Health Waiver*):
Inspection and Retention of Records: In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements, and will comply with all requests appropriate to enable the Agency of Human Services, the U.S. Department of Health and Human Services (along with its Inspector General and the Centers for Medicare and Medicaid Services), the Comptroller General, the Government Accounting Office, or any of their designees: (i) to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement; and (ii) to

inspect and audit any records, financial data, contracts, computer or other electronic systems of Party relating to the performance of services under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver. Party will retain for ten years all documents required to be retained pursuant to 42 CFR 438.3(u).

Subcontracting for Medicaid Services: Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must clearly specify in writing the responsibilities of the subcontractor or other service provider and Party must retain the authority to revoke its subcontract or service provider agreement or to impose other sanctions if the performance of the subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

Medicaid Notification of Termination Requirements: Party shall follow the Department of Vermont Health Access Managed-Care-Organization enrollee-notification requirements, to include the requirement that Party provide timely notice of any termination of its practice.

Encounter Data: Party shall provide encounter data to the Agency of Human Services and/or its departments and ensure further that the data and services provided can be linked to and supported by enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: Party shall provide a security plan, risk assessment, and security controls review document within three months of the start date of this Agreement (and update it annually thereafter) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

4. **Workplace Violence Prevention and Crisis Response** (*applicable to any Party and any subcontractors and sub-grantees whose employees or other service providers deliver social or mental health services directly to individual recipients of such services*):

Party shall establish a written workplace violence prevention and crisis response policy meeting the requirements of Act 109 (2016), 33 VSA §8201(b), for the benefit of employees delivering direct social or mental health services. Party shall, in preparing its policy, consult with the guidelines promulgated by the U.S. Occupational Safety and Health Administration

for *Preventing Workplace Violence for Healthcare and Social Services Workers*, as those guidelines may from time to time be amended.

Party, through its violence protection and crisis response committee, shall evaluate the efficacy of its policy, and update the policy as appropriate, at least annually. The policy and any written evaluations thereof shall be provided to employees delivering direct social or mental health services.

Party will ensure that any subcontractor and sub-grantee who hires employees (or contracts with service providers) who deliver social or mental health services directly to individual recipients of such services, complies with all requirements of this Section.

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. **Employees and Independent Contractors:**

Party agrees that it shall comply with the laws of the State of Vermont with respect to the appropriate classification of its workers and service providers as “employees” and “independent contractors” for all purposes, to include for purposes related to unemployment

compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance as to the appropriate classification of “workers” and “independent contractors” relating to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party will on request provide to the Agency of Human Services information pertaining to the classification of its employees to include the basis for the classification. Failure to comply with these obligations may result in termination of this Agreement.

7. **Data Protection and Privacy:**

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

Substance Abuse Treatment Information: Substance abuse treatment information shall be maintained in compliance with 42 C.F.R. Part 2 if the Party or subcontractor(s) are Part 2 covered programs, or if substance abuse treatment information is received from a Part 2 covered program by the Party or subcontractor(s).

Protection of Personal Information: Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR 155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual’s identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with any other personal or identifiable information that is linked or linkable to a specific person, such as date and place of birth, mother’s maiden name, etc.

Other Confidential Consumer Information: Party agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to and uses of personal information relating to any beneficiary or recipient of goods, services or other forms of support. Party further agrees to comply with any applicable Vermont State Statute and other regulations respecting the right to individual privacy. Party shall ensure that all of its employees, subcontractors and other service providers performing services under this agreement understand and preserve the sensitive, confidential and non-public nature of information to which they may have access.

Data Breaches: The notice required under the Use and Protection of State Information terms of Attachment C shall be provided to the Agency of Digital Services Chief Information Security Officer. <https://digitalservices.vermont.gov/about-us/contacts>. Party shall in addition comply with any other data breach notification requirements required under federal or state law or Attachment E.

8. Abuse and Neglect of Children and Vulnerable Adults:

Abuse Registry. Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact though (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement, (a) is a caregiver or has any other contact with clients and (b) has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

9. Information Technology Systems:

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

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

security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

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

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

If Party is operating a system or application on behalf of the State of Vermont, Party 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 Party's materials.

Party acknowledges and agrees that should this agreement be in support of the State's implementation of the Patient Protection and Affordable Care Act of 2010, Party is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. Such agreement will be subject to, and incorporates here by reference, 45 CFR 74.36, 45 CFR 92.34 and 45 CFR 95.617 governing rights to intangible property.

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

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

Party, in the event of a data breach, shall comply with the terms of Section 7 above.

10. **Other Provisions:**

Environmental Tobacco Smoke. Public Law 103-227 (also known as the Pro-Children Act of 1994) and Vermont's Act 135 (2014) (An act relating to smoking in lodging establishments, hospitals, and child care facilities, and on State lands) restrict the use of tobacco products in certain settings. Party shall ensure that no person is permitted: (i) to use tobacco products or tobacco substitutes as defined in 7 V.S.A. § 1001 on the premises, both indoor and outdoor, of any licensed child care center or afterschool program at any time; (ii) to use tobacco products or tobacco substitutes on the premises, both indoor and in any outdoor area designated for child care, health or day care services, kindergarten, pre-kindergarten, elementary, or secondary education or library services; and (iii) to use tobacco products or tobacco substitutes on the premises of a licensed or registered family child care home while children are present and in care. Party will refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors.

Failure to comply with the provisions of the federal law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The federal Pro-Children Act of 1994, however, does not apply to portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

2-1-1 Database: If Party provides health or human services within Vermont, or if Party provides such services near the Vermont border readily accessible to residents of Vermont, Party shall adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211 (Vermont 211), and will provide to Vermont 211 relevant descriptive information regarding its agency, programs and/or contact information as well as accurate and up to date information to its database as requested. The "Inclusion/Exclusion" policy can be found at www.vermont211.org.

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

Drug Free Workplace Act: Party will assure a drug-free workplace in accordance with 45 CFR Part 76.

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

AHS ATT. F 6/19/2024

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 SURVEILLANCE 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 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.

- (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).