

**STANDARD CONTRACT FOR SERVICES**

1. **Parties.** This is a contract for services between the State of Vermont, Department of Vermont Health Access (hereinafter called “State”), and Health Management Associates, Inc., with a principal place of business in Okemos, MI, (hereinafter called “Contractor”). Contractor’s form of business organization is a Corporation. 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 to evaluate options and features of a potential statewide patient engagement platform for health data, including health data relevant to home and community-based providers. 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 \$250,000.00.

4. **Contract Term.** The period of Contractor’s performance shall begin on December 3, 2024 and end on November 30, 2025.

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:

	<b>State Fiscal Manager</b>	<b>Authorized State Representative(s)</b>	<b>For the Contractor</b>
<b>Name:</b>	andria golden	Eli Hawgood	Kylee Kwedar
<b>Phone:</b>	802-241-0234	802-798-2641	443-853-9917
<b>E-Mail:</b>	andria.golden@vermont.gov	Elizabeth.Hawgood@vermont.gov	<u>kkwedar@healthmanagement.com</u>

**STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
HEALTH MANAGEMENT ASSOCIATES, INC**

9. **Attachments.** This contract consists of 32 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” a preprinted form (revision date 10/01/2024)
- Attachment D – Modification of Customary Provisions
- Attachment F – Agency of Human Services Customary Contract/Grant Provisions
- Attachment G – State of Vermont – Federal Terms Supplement (non-construction)
- Appendix I – Subcontractor Compliance Form
- Appendix II – Specification Order Form

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
- (8) Appendix I
- (9) Appendix II

**11. Notices to Parties Under this Agreement.**

To the extent notices are made under this Contract, the parties agree that such notices shall only be effective if sent to the following persons as representatives of the parties:

	<b>STATE REPRESENTATIVE</b>	<b>CONTRACTOR</b>
<b>Name:</b>	DVHA Legal Counsel	Jeffrey M. DeVries Contracts Senior Director
<b>Address:</b>	Dept. of Vermont Health Access 280 State Dr., NOB 1 South Waterbury, VT 05671-1010	2501 Woodlake Cir, Ste 100, Okemos, MI 48864
<b>Email:</b>	AHS.DVHALegal@vermont.gov	Email. contracts@healthmanagement.com With a copy to: Legal@HealthManagement.com

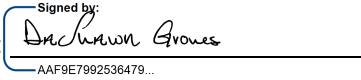
**STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
HEALTH MANAGEMENT ASSOCIATES, INC**

**PAGE 3 OF 32  
CONTRACT #48933**

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

By the State of Vermont:

Date: 12/5/2024 \_\_\_\_\_

Signature:  Signed by: DaShawn Groves  
AAf9E7992536479...


Name: DaShawn Groves \_\_\_\_\_

Title: Commissioner

Email: DaShawn.Groves@vermont.gov

By the Contractor: Health Management Associates, Inc

Date: 12/4/2024 \_\_\_\_\_

Signature:  Signed by: Jeffrey M. DeVries  
E36A79D3FD7A045D...

Name: Jeffrey M. DeVries

Title: Contracts Senior Director

Email: contracts@healthmanagement.com

ATTACHMENT A  
STATEMENT OF WORK

1. **General** – The Contractor shall conduct an evaluation to determine the needs and desires of providers and patients for patients to engage with their health care data, including data from home and community-based providers; patient engagement platform solutions available for purchase and solutions employed by other states; and design a roadmap that considers real operational and technical supports required for patients to be able to utilize the patient engagement platform.

Staff from the Office of Health Care Reform will lead this work from the State’s perspective. The Contractor and State shall meet at least every other week to coordinate this work. Together with the consultant, the State will coordinate engagement with Vermont Information Technology Leaders (VITL), who run the Vermont Health Information Exchange (VHIE). No exchange of PHI or protected PII will occur within the scope of this work.

2. **Milestone 1: Project Charter** – An overview of the project objectives, scope, stakeholders, and high-level deliverables, establishing a shared understanding among stakeholders and serving as a reference throughout the project lifecycle.
3. **Milestone 2: Project Plan** – Serves as a roadmap for the project, detailing specific actions, milestones, deliverables, and identifying risks, assumptions, and dependencies to ensure the project stays on track and meets its objectives.
4. **Milestone 3: Stakeholder Engagement Plan** – A description of how the Contractor will collect, aggregate, and analyze data. Strategies and tactical plans for leveraging stakeholder insights to inform the evaluation of provider needs and market analysis. This includes identifying internal and external project stakeholders, information-holders, and planning engagement activities to collect data. This deliverable must respond to the following needs:
  - 4.1. How the project will communicate and interact with stakeholders and other information holders , including the specific methods of data collection that will be used to solicit provider input on how patient information is currently stored, accessed, utilized, and shared.
  - 4.2. How to gauge and manage provider and public interest in a patient engagement platform.
  - 4.3. How Contractor will collect information about patient engagement platform solutions available for purchase and typical cost or price range.
  - 4.4. How to effectively and efficiently engage with other states to gather insight about patient engagement platforms they are using or have used.
  - 4.5. A plan to gather information regarding desired features, pain points, potential barriers to access, and provider burden.
5. **Milestone 4** – Use the findings from the evaluation to make recommendations for a patient engagement platform.:
  - 5.1. The evaluation shall include insights from clinicians, patients, states, and other stakeholders and information holders gathered through the following activities:
    - 5.1.1. Up to four virtual focus groups
    - 5.1.2. Up to 20 interviews that are one hour in length
    - 5.1.3. Two broadly-distributed surveys created using the Qualtrics platform
  - 5.2. The deliverable will be a **Patient Engagement Platform Feasibility Evaluation** document that must address the following questions –

**STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
HEALTH MANAGEMENT ASSOCIATES, INC**

**PAGE 5 OF 32**

**CONTRACT #48933**

- 5.2.1. What patient engagement activities are most effective in increasing the quality of patient care, patient autonomy and choice regarding their health care, and reducing the cost of patient care? For example, many physicians find at-home blood pressure samplings taken throughout the day to provide a clearer picture of a patient's health than blood pressure readings conducted only in a health care setting.
- 5.2.2. How are Vermonters currently engaging with their health data through provider health portals and private platforms and apps?
- 5.2.3. What patient engagement activities are desired by Vermont's health care providers and health care recipients?
- 5.2.4. What patient engagement platform options are available, and what is the cost, level of effort for the business associate, features, and functionality of each?
- 5.2.5. What approaches have other states taken to patients' engagement with their own health care data?
- 5.2.6. Based on the needs identified and the lessons learned from items 5.2.1 through 5.2.5, what solution or solutions would Contractor recommend for Vermont? Should such a platform include only Medicaid recipients or all health care users?
- 5.2.7. How can the State of Vermont assist with patient education to put patients in the driver's seat with their own data?

**STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
HEALTH MANAGEMENT ASSOCIATES, INC**

5.3. The Patient Engagement Platform Feasibility Evaluation should consider features such as the following when addressing the questions listed in item 5.2.

<b>Feature</b>	<b>Patient Benefits</b>	<b>Provider Benefits</b>	<b>Family Member Benefits</b>	<b>Comments</b>
Patient education tools	Share resources with patients directly within the platform	Empower patients with knowledge and self-management skills	Access patient's educational resources and provide additional information or support	Access to tailored educational materials based on patient's needs with patient consent
Personalized health education	Access resources based on health conditions and needs	Empower patients to manage their health	Access patient's educational resources and tailor their own learning needs	Tailored content based on diagnoses and medical history
Patient feedback and surveys	Provide feedback on care experience and participate in surveys	Help improve quality of care within the HIE network	Provide feedback on behalf of the patient or share their perspective in surveys	Valuable insights for providers and administrators
Secure messaging with patients	Communicate directly with patients through the platform	Convenient and efficient communication without phone calls	Communicate with patient directly with their consent, share updates, and provide support	HIPAA-compliant messaging tools for privacy and security with patient consent
Direct communication with care team	Secure messaging with doctors, nurses, and others	Enhanced communication and collaboration for better care	Communicate with patient's care team with patient's consent, receive updates, and ask questions	Secure platform for messaging with patient consent and privacy protection
Patient portal access	View patient's complete HIE record	Improved care coordination and reduced duplicate tests	Limited access to specific patient information with patient authorization, such as allergies or medications	Secure access with provider credentials and role-based permissions with patient consent
Medical records access	View complete medical history across providers	See full picture of patient health for better care	Secure access with HIE network data sharing (patient authorization required)	
Appointment scheduling	Book and manage appointments with any HIE provider	Streamlined scheduling and reduced patient no-shows	Assist patient with scheduling, receive notifications, and access appointment details	Online, mobile app, or platform integration
Appointment management	View and manage patient appointments across the HIE network	Improved scheduling efficiency and reduced administrative burden	View patient's appointments (with patient consent), assist with scheduling, and receive notifications	Centralized view of all patient appointments from different providers with patient consent

**STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
HEALTH MANAGEMENT ASSOCIATES, INC**

**CONTRACT #48933**

Care plan creation and management	Create and track personalized care plans for patients	Collaborative care planning and ongoing monitoring of progress	View and provide input on patient's care plan with their consent, offer support for tasks, and monitor progress	Integration with clinical data and patient feedback with patient consent
Care plan management	View and manage personalized care plans	Collaborative care management with shared goals and responsibilities	Access patient's care plan (patient authorization required), provide support, and offer reminders for tasks	Easy access to treatment schedules and medication plans with patient consent
Patient engagement analytics	Gain insights into patient engagement metrics	Identify areas for improvement and personalize engagement strategies	Access patient engagement data with their consent (e.g., appointment attendance), provide observations, and collaborate on improving engagement	Track appointment attendance, medication adherence, platform usage, etc. with patient consent
Medication management	View medications, refill prescriptions, and receive reminders	Improved medication adherence and reduced errors	Access patient's medication list, receive refill notifications, and provide reminders (patient authorization required)	Medication list updates from pharmacies and providers
Bill pay and insurance management	View and pay bills, update insurance information	Streamlined administrative tasks for patients	View patient's bills and insurance information (patient authorization required), assist with payments, and track coverage details	Secure platform for payments and insurance data with patient consent
Health tracking and monitoring	Track vitals, activity, and sleep patterns (wearable integration)	Insight into patient health trends and potential problems	View patient's health data with their consent, monitor trends, and provide support	Secure data from wearables and fitness trackers with patient consent
Patient-generated data sharing	Securely share data from wearables or apps with providers	More complete picture of patient health and personalized care	Share data with patient's consent, provide additional insights, and help interpret data	Secure data sharing with patient consent and privacy protection
Telehealth and virtual visits	Consult with providers remotely	More convenient care access and reduced patient travel	Attend virtual visits with patient, provide support, and share observations	Secure video calls, chat, or messaging options

**STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
HEALTH MANAGEMENT ASSOCIATES, INC**

PAGE 8 OF 32

CONTRACT #48933

6. **Milestone 5** – Use the Patient Engagement Platform Feasibility Evaluation to design a patient engagement platform **Patient Education Roadmap**. This deliverable must include:
  - 6.1. **Patient Education Roadmap**- A roadmap guiding how the State can build up patient education on health data. The Roadmap must include and expand on the following areas:
    - 6.1.1. Target Audience(s)
    - 6.1.2. Learning Goals
    - 6.1.3. Curriculum
    - 6.1.4. Communication Strategy
    - 6.1.5. Staffing or Collaboration Needs
    - 6.1.6. Technical Assistance Needs
7. **Milestone 6 – Ad Hoc Services**
  - 7.1. Ad Hoc Services related to the execution of the scope of work defined within Attachment A of this agreement.
  - 7.2. At the request of the State, Contractor shall provide ad-hoc tasks related to tasks already defined in this Attachment A.
  - 7.3. The State may initiate Specification Orders by requesting Specification Order proposals from the Contractor. Each Specification Order proposal shall be set forth in the form Attached as Appendix II to this Contract.
  - 7.4. No Task Order entered into hereunder shall in any way amend, conflict with or supersede this Contract and any such provisions of a Specification Orders which purport to amend, conflict or supersede this Contract shall be void and have no effect.
  - 7.5. Specification Orders's shall not be used to modify the scope of services, change the Maximum Term or other terms under this Contract. The total amount of all Specification Orders which may be approved in accordance with the Specification Order process is \$11,000.00, as further described in Attachment B.
  - 7.6. Specification Orders shall be initiated only with the approval of the State Authorized Representative.
  - 7.7. The Contractor may submit proposed modifications or refuse any Specification Order submitted by the State.
  - 7.8. The State will respond to Contractor's proposed modifications or refuse the proposed modifications.
  - 7.9. A Specification Order which is agreed to by the Contractor and the State shall be deemed fully approved when the Specification Order Form is signed by all parties indicated in the approval signatures section of the form, before any work specified in the Specification Order Form may commence.
  - 7.10. The Specification Order Specification of Work ("SOW") must be included with or affixed to the Specification Order Form and this specification must indicate the schedule, scope, source of funds, payment provisions, points of contact, ownership of data, any applicable data use agreement, and a description of the specific work to be performed.
  - 7.11. A Specification Order may not substantially deviate from the scope of this contract or deviate from any term in any part or attachment to or of this contract.
  - 7.12. The Specification Order process shall not be used in lieu of the amendment process where an amendment is appropriate.
  - 7.13. Specification Orders may be initiated at the discretion of State.



**STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
HEALTH MANAGEMENT ASSOCIATES, INC**

**PAGE 9 OF 32**

**CONTRACT #48933**

- 7.14. Changes to a Specification Order shall be accomplished by written modification as agreed to by both the State and Contractor and will be reflected in a new Specification Order. The State shall use the Specification Order Form attached to this contract, as Appendix II, to initiate 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.
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:

<b>Key Deliverable</b>	<b>Due Date</b>	<b>Maximum Payable Amount</b>
Milestone 1: Complete Project Charter	Upon Completion*	\$4,600.00
Milestone 2: Complete Project Plan	Upon Completion*	\$7,200.00
Milestone 3: Complete Stakeholder Engagement and Information Gathering	Upon Completion*	\$74,500.00
Milestone 4: Complete Patient Engagement Platform Feasibility Evaluation	Upon Completion*	\$74,700.00
Milestone 5: Complete Patient Education Roadmap	Upon Completion*	\$78,000.00
Milestone 6: Ad Hoc Services	Upon completion as defined in Specification Order*	\$11,000.00

**STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
HEALTH MANAGEMENT ASSOCIATES, INC**

**PAGE 11 OF 32  
CONTRACT #48933**

<b>Total Budget</b>	\$250,000.00
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\* The timeline for deliverable due dates for Milestones 1 through 5 marked as “Upon Completion” will be established through a project schedule as agreed by both parties. An amendment per Section 6 of this contract will not be required, as the State has deemed that finalizing these dates in the “project plan” shall satisfy the conditions of Section 6.

**STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
HEALTH MANAGEMENT ASSOCIATES, INC**

**PAGE 12 OF 32  
CONTRACT #48933**

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED OCTOBER 1, 2024**

**“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated October 1, 2024) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply 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  
MODIFICATION OF CUSTOMARY PROVISIONS  
OF  
ATTACHMENT C OR ATTACHMENT F

**1. The requirements contained in Attachment C; Section 8 are hereby modified:**

**Notwithstanding Section 8 of Attachment C, the following is hereby removed from the Agreement:**

5. Automotive Liability: If motor vehicles will be or are used in connection with the Agreement, the Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. For Contracts involving construction or when performance under the Contract would require a commercial or other specialized driver's license, limits shall not be less than \$1,000,000. When performance includes interstate commerce or transport of hazardous products or materials regulated by the Federal Motor Carrier Administration and set forth in 49 C.F.R. § 387.9, the coverage shall include the MCS-90 endorsement.

**Notwithstanding Section 8 of Attachment C, the following is hereby removed from the Agreement:**

10. Cyber Liability and Breach Response Insurance Coverage: When the Party's performance involves hosting confidential State data, or services in or on State information technology systems where confidential State data may reside, the Party shall have and maintain cyber liability and breach response insurance coverage at no less than \$1,000,000 per claim, \$2,000,000 aggregate. Such policy shall expressly provide, but not be limited to, coverage for losses arising from the following:

- a. unauthorized use of or access to: computer systems (including mobile devices), servers, client's data, or software;
- b. defense of any regulatory action involving a breach of privacy;
- c. failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access;
- d. failure to adequately protect physical security of servers and systems including from cyber terrorism;
- e. the costs for: notification (whether or not required by statute), credit file or identity monitoring, identity restoration, public relations, or legal experts;
- f. third-party liability;
- g. cyber extortion and cyber terrorism; and
- h. no exclusion for actual or alleged breaches of professional services agreements associated with the above.

**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.

STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
HEALTH MANAGEMENT ASSOCIATES, INC

PAGE 15 OF 32  
CONTRACT #48933

**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

STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
HEALTH MANAGEMENT ASSOCIATES, INC

PAGE 16 OF 32  
CONTRACT #48933

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



STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
HEALTH MANAGEMENT ASSOCIATES, INC

PAGE 17 OF 32  
CONTRACT #48933

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.

STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
HEALTH MANAGEMENT ASSOCIATES, INC

PAGE 18 OF 32  
CONTRACT #48933

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](http://www.vermont211.org).

**STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
HEALTH MANAGEMENT ASSOCIATES, INC**

**PAGE 19 OF 32  
CONTRACT #48933**

**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: 5/24/2024)

**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**

**STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
HEALTH MANAGEMENT ASSOCIATES, INC**

**PAGE 21 OF 32  
CONTRACT #48933**

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.

STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
HEALTH MANAGEMENT ASSOCIATES, INC

PAGE 22 OF 32  
CONTRACT #48933

- 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.

**STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
HEALTH MANAGEMENT ASSOCIATES, INC**

**PAGE 23 OF 32  
CONTRACT #48933**

(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 2 C.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;

**STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
HEALTH MANAGEMENT ASSOCIATES, INC**

**PAGE 24 OF 32  
CONTRACT #48933**

- (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 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 comply 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 forgoing, and comply with all other federal statues, 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).



STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
HEALTH MANAGEMENT ASSOCIATES, INC

PAGE 25 OF 32  
CONTRACT #48933

Appendix I  
Department of Vermont Health Access  
Subcontractor Compliance Form

Date: \_\_\_\_\_

Original Contractor/Grantee Name: \_\_\_\_\_

Contract/Grant #: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Scope of Subcontracted Services:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is any portion of the work being outsourced outside of the United States?       YES                       NO  
(If yes, do not proceed)

All vendors under contract, grant, or agreement with the State of Vermont, are responsible for the performance and compliance of their subcontractors with the Standard State Terms and Conditions in Attachment C. This document certifies that the Vendor is aware of and in agreement with the State expectation and has confirmed the subcontractor is in full compliance (or has a compliance plan on file) in relation to the following:

- Subcontractor does not owe, is in good standing, or is in compliance with a plan for payment of any taxes due to the State of Vermont
- Subcontractor (if an individual) does not owe, is in good standing, or is in compliance with a plan for payment of Child Support due to the State of Vermont.
- Subcontractor is not on the State’s disbarment list.

In accordance with State Standard Contract Provisions (Attachment C), the State may set off any sums which the subcontractor owes the State against any sums due the Vendor under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in Attachment C.

\_\_\_\_\_  
Signature of Subcontractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Vendor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Received by DVHA Business Office

\_\_\_\_\_  
Date

**Required: Contractor cannot subcontract until this form has been returned to DVHA Contracts & Grants Unit.**

STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
HEALTH MANAGEMENT ASSOCIATES, INC

PAGE 26 OF 32  
CONTRACT #48933

**Language to be included from State of Vermont Bulletin 3.5 in all subcontracting agreements:**

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

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

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

**Taxes Due to the State:**

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

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

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

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

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

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

**Use and Protection of State Information:**

A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in

**STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
HEALTH MANAGEMENT ASSOCIATES, INC**

**PAGE 27 OF 32  
CONTRACT #48933**

connection

with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access

may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315

et seq. (“Confidential State Data”).

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

- i. take reasonable precautions for its protection;
- ii. not rent, sell, publish, share, or otherwise appropriate it; and
- iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.

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

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

**D.** If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any

electronic form or media, Party shall utilize:

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

**E.** No Confidential State Data received, obtained, or generated by the Party in connection with performance under this

Agreement shall be processed, transmitted, stored, or transferred by any means outside the United States, except with the

express written permission of the State.

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

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

**STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
HEALTH MANAGEMENT ASSOCIATES, INC**

**PAGE 28 OF 32  
CONTRACT #48933**

standards-and-directives

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

STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
HEALTH MANAGEMENT ASSOCIATES, INC

PAGE 29 OF 32  
CONTRACT #48933

**Appendix II – Required Forms  
Specification Order Form**



**SO-###  
Patient Engagement Portal Feasibility Evaluation SO  
AHS Contract #####  
Specification Order Version 1.0**

**STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
HEALTH MANAGEMENT ASSOCIATES, INC**

**PAGE 30 OF 32  
CONTRACT #48933**

**Revision History**

<b>Date</b>	<b>Version</b>	<b>Description</b>	<b>Author</b>

**Specification Order**

<b>Requested by</b>		<b>Date</b>	
<b>Request number</b>			
<b>Project Manager</b>			

<b>Change type</b>	Scope	Quality	Schedule	Cost
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**Description**

**In Scope / Requirements**

<i>Req ID</i>	<i>Requirement</i>

**Assumptions**

**High Level Schedule\***

Activity/Task	Start Date	End Date

\*These tentative timelines are subject to change based on Project Plan modifications and the external dependencies listed in Section 6 of this SO: State of Vermont/Third Party Vendor Responsibilities.

**Acceptance Criteria (by Phase if applicable)**

**Out of Scope**

**State of Vermont/Third Party Vendor Responsibilities**

**Payment Terms (by Phase if applicable)**

Milestone	Amount

**STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
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**Project Impact**

**Scope:**  
**Schedule:**  
**Cost:**

MDL DDI Discretionary Services	Description	MDL DDI Amount
Contract		\$ -
SO-###	SO Description	(\$-)
Balance		\$ -

**Quality:**

**Approvals**

Organization	Role	Name	Signature