

INTERGOVERNMENTAL COOPERATION ACT AGREEMENT BETWEEN THE GENERAL SERVICES ADMINISTRATION AND THE STATE OF VERMONT, AGENCY OF HUMAN SERVICES, DEPARTMENT OF VERMONT HEALTH ACCESS3

PART A – General Terms & Conditions

1. PARTIES AND PURPOSE.

This agreement is between the State of Vermont, Agency of Human Services, Department of Vermont Health Access (referred to hereafter as DVHA) and the U.S. General Services Administration's (GSA) Federal Acquisition Service, Technology Transformation Services (TTS) through which the Receiving Entity will pay the TTS to provide the following specialized or technical services: agile acquisition consulting.

2. AUTHORITY.

The authorities for the parties to enter into this agreement is the Intergovernmental Cooperation Act, 31 U.S.C. § 6505.

3. PERIOD OF AGREEMENT.

The terms and conditions described in Part A of this Agreement become effective when signed by authorized officials of both GSA and the Receiving Entity and remain effective through September 25, 2018, unless amended or terminated in accordance with Section 7.

4. ROLES & RESPONSIBILITIES OF THE PARTIES.

To ensure best execution of the agreed-upon work under this agreement, the Receiving Entity must make the following commitments to the TTS:

A. Provide necessary key personnel during the engagement, such as project/product manager and contracting representative, which typically consists of 2-3 representative users but may vary;

B. Provide TTS with any and all relevant procurement and/or technical related documents; and,

C. Travel to GSA's facility at 1800 F Street, NW, Washington, DC 20405, or alternatively to the Receiving Entity's desired location. To the extent possible, web meetings and electronic submission of documents should be utilized to minimize the amount of travel necessary under this agreement.

5. BILLING & PAYMENT.

A. Receiving Entity agrees to pay GSA for the actual costs of services performed by GSA on a reimbursable basis. Invoices for actual costs incurred shall be submitted monthly, in arrears, not later than 30 days after the end of the billing period.

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B. GSA Submission of Invoices. GSA invoices shall be submitted directly to the Receiving Entity's administrative contact, listed below. The first GSA invoice shall be submitted not later than 30 days after the project start date. Thereafter, GSA Invoices shall be submitted monthly, in arrears, not later than 30 days after the end of the billing period. Invoices shall be submitted in soft copy. Invoices must include the following:

1. Transmittal with the Agreement number;
2. A certification statement by an 18F official, attesting to the accuracy of the invoice data;
3. The labor category hours billed with the hourly rate(s); and,
4. Copies of timesheet(s) or electronic time reports.

C. Transfer of Funds. Funding transfer(s) will be carried out by the Receiving Entity on a monthly basis in accordance with invoices received.

D. The Requesting Entity may request specific billing and payment data from GSA at any time during the period of performance by contacting the TTS Administrative Contact identified at Section 11 in Part A of this Agreement. GSA/TTS will make its best efforts to respond to the request as expeditiously as possible.

6. ESTIMATED AGREEMENT AMOUNT FOR ALL ORDERS PLACED ON UNDER THESE GENERAL TERMS & CONDITIONS.

The maximum amount payable under these GT&C shall not exceed \$1,000,000. There will be a separate funding document for each order placed under these GT&C.

7. DURATION OF AGREEMENT, AMENDMENTS AND MODIFICATIONS.

This agreement will become effective when signed by all parties. The agreement may be amended at any time by mutual written consent of the parties. Any party may terminate this agreement by providing 30 days written notice to the other party. In the event of termination, the TTS shall be paid for all services provided up through the date of termination.

8. RESOLUTION OF DISAGREEMENTS.

Should disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

9. REVIEW OF PART A.

The parties agree to review jointly the terms and conditions in Part A at least annually if the period of this agreement, as identified in Section 3, exceeds one year. Appropriate changes will be made by amendment to this agreement executed in accordance with Section 7. The parties further agree to review performance under this agreement to determine if expectations are being met and document a summary of their assessment. The responsible reviewing official at each agency shall sign and date the assessment.

10. WRITTEN REQUEST FOR TECHNICAL INFORMATION AND ADVICE.

Before this agreement is executed, GSA must first receive a written request for technical information and advice from the head of the state or local government.

11. CONTACTS.

TTS

Technical Contact:

Name: Alla Goldman Seiffert
Address: 1800 F. St., NW
Washington, DC 20405
Phone No.: N/A
Fax No.: N/A
E-mail: alla.goldman@gsa.gov

Administrative Contact:

Name: Jessie Posilkin
Address: 1800 F St., NW
Washington, DC 20405
Phone No.: N/A
Fax No.: N/A
E-mail: jessie.posilkin@gsa.gov

State/Local Government

Technical Contact

Name: Cassandra Madison
Address: NOB 1 S, 280 State Dr.
Waterbury, VT 05671
Phone No.: (802) 585 - 6354
Fax No.: N/A
E-mail: Cassandra.Madison@vermont.gov

Administrative Contact:

Name: Emily Trantum
Address: NOB 1 S, 280 State Dr.
Waterbury, VT 05671
Phone No.: (802) 241-0404
Fax No.: N/A
E-mail: Emily.Trantum@Vermont.gov

12. APPROVALS.

FOR DVHA:



Cory Gustafson (date) 9.20.17
Commissioner

Agency of Human Services, Department of Vermont Health Access
State of Vermont

FOR TTS:

e-Signed by Vladlen David Zvenyach
on 2017-09-26

V. David Zvenyach (date)
Assistant Commissioner
Federal Acquisition Service, Technology Transformation Services
U.S. General Services Administration

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PART B – Requirements & Funding Information

1. PURPOSE.

This Part of the agreement serves as the funding document. It provides specific information on the requirements of the Department of Vermont Health Access (referred to hereafter as the Receiving Entity) and identifies funds associated with the requirement to allow GSA's Federal Acquisition Service, Technology Transformation Services to provide agile acquisition consulting services.

The U.S. General Services Administration (GSA) through its Federal Acquisition Service, Technology Transformation Services (TTS), Office of Acquisitions (18F) provides agile acquisition consulting services to Federal program managers and other leaders who need assistance in designing and managing software that use modern development techniques (e.g., agile, lean, open source). Through this agreement, TTS is providing agile acquisition consulting services to the Requesting Entity pursuant to the authorities of the Intergovernmental Cooperation Act, 31 USC 6501 et seq.).

The Requesting Entity requires the services of TTS and 18F to provide for agile acquisition consulting services.

2. AUTHORITY.

The authorities for the parties to enter into this agreement is the Intergovernmental Cooperation Act, 31 U.S.C. § 6505.

3. GENERAL TERMS & CONDITIONS.

Activities undertaken pursuant to this document are subject to the general terms and conditions set forth in Part A.

4. PROJECT TITLE.

State of Vermont Integrated Eligibility & Enrollment Program

5. FEES.

Requesting Entity will pay GSA invoices on a reimbursable basis as described in Section 5 of Part A. The total estimated cost for the requested services under this order is \$1,000,000. Reimbursement for the deliverables identified in Attachment A will be provided on an actual cost basis. Actual cost means GSA's direct and indirect costs, including (1) labor costs charged at

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current hourly rates and (2) pre-approved travel, and related expenses under this agreement. The hourly labor rate is comprised of the following items to recover the actual costs of services provided: personnel compensation, benefits, and general management and administration costs of the program.

The GSA POC will notify the Requesting Entity's POC if it appears that performance will exceed the total estimated costs under this agreement. GSA also agrees to cease or curtail performance as may be necessary until the cost issue is resolved, and the parties will decide whether they want to amend this agreement or execute a new agreement for any additional work above the estimated agreement amount of this agreement.

6. PERIOD OF PERFORMANCE.

The period of performance for this order begins on the date of last signature and ends on September 25, 2018

7. CONFIDENTIALITY OF STATE DATA.

Unless otherwise directed by the State, GSA, TTS and 18F shall not disclose State information to third parties except as required by law. Unless prohibited by law, GSA, TTS and 18F shall notify the State prior to disclosing State information in response to a third party request for State information, so that the State may protect its interests in State information. All TTS personnel providing consulting services under this Agreement shall execute a Non-disclosure Agreement in a form acceptable to the State and at the State's request shall take the State of Vermont HIPAA training.

8. FOIA.

GSA will use established FOIA consultation procedures in responding to FOIA requests for records obtained by GSA through this Agreement. GSA will consult with the state governmental entity as necessary, but GSA must make the disclosure determination concerning those documents. GSA is not permitted to refer FOIA requests to Congress, the courts, state governmental entities, private businesses, or individuals.

9. SCOPE OF SERVICES.

Please see Attachment A, Statement of Work

10. WRITTEN REQUEST FOR GSA SERVICES.

Please see Attachment B, Letter from Requesting Entity.

11. FINANCIAL INFORMATION.

By signing this Agreement, the Requesting Entity agrees that the funds are available and valid to reimburse TTS for the services provided.

Notwithstanding anything herein to the contrary, this Agreement is valid and enforceable only if sufficient funds are made available to the DVHA by the United States Government for the term of this Agreement and for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

It is mutually agreed that if Congress does not appropriate sufficient funds for the program, or if State appropriations are insufficient to support this Agreement, the DVHA shall have the option to either cancel this Agreement with no liability occurring to the DVHA past the date of termination, or offer an Amendment to reflect the reduced amount.

The following financial codes will be verified by the GSA Funding Official that signs this agreement.

Receiver ("OA") Treasury Account Symbol	47X45341
Receiver ("OA") Business Event Type Code	COLL
Receiver ("OA") DUNS	08-044-1469
Receiver ("OA") ALC	47-00-0016
Receiver ("OA") Additional Accounting Information	2017-F-00-285F-DS13-Q00XF000-AF151-Acquisition Svcs Billable

12. CONTACTS.

TTS

Technical Contact:

Name: Alla Goldman Seiffert
 Address: 1800 F. St., NW
 Washington, DC 20405
 Phone No.: N/A
 Fax No.: N/A
 E-mail: alla.goldman@gsa.gov

Administrative Contact:

Name: Jessie Posilkin
 Address: 1800 F St., NW
 Washington, DC 20405
 Phone No.: N/A
 Fax No.: N/A
 E-mail: jessie.posilkin@gsa.gov

RECEIVING ENTITY

Technical Contact

Name: Cassandra Madison
 Address: NOB 1 S, 280 State Dr.

Administrative Contact:

Name: Emily Trantum
 Address: NOB 1 S, 280 State Dr.


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Waterbury, VT 05671
Phone No.: (802) 585 - 6354
Fax No.: N/A
E-mail: Cassandra.Madison@vermont.gov

Waterbury, VT 05671
Phone No.: (802) 241-0404
Fax No.: N/A
E-mail: Emily.Trantum@Vermont.gov

12. APPROVALS.

FOR DVHA:



Cory Gustafson (date) 9-20-17
Commissioner
Agency of Human Services, Department of Vermont Health Access
State of Vermont

FOR TTS:

e-Signed by Vladlen David Zvenyach
on 2017-09-26

V. David Zvenyach (date)
Assistant Commissioner
Federal Acquisition Service, Technology Transformation Services
U.S. General Services Administration

Digitally signed by Paula Netro
DN: cn=Paula Netro, o=GSA, ou,
email=paula.netro@gsa.gov, c=US
Date: 2017.09.26 11:59:35 -06'00'

Paula Netro
Funding Official (date)
OCFO
U.S. General Services Administration

Attachment A, Statement of Work**1.0 BACKGROUND.**

The U.S. General Services Administration (GSA) through its Federal Acquisition Service, Technology Transformation Services (TTS), Office of Acquisitions (18F) provides agile acquisition consulting services to Federal program managers and other leaders who need assistance in designing and managing software that use modern development techniques (e.g., agile, lean, open source). Through this agreement, TTS is providing agile acquisition consulting services to the State of Vermont, Agency of Human Services, Department of Vermont Health Access, (referred to hereafter as DVHA) pursuant to the authorities of the Intergovernmental Cooperation Act, 31 USC 6501 et seq.).

The State of Vermont is responsible for the maintenance, operation and modernization of the existing legacy information systems in a way that better serves the needs of Vermonters. Through this agreement, TTS and 18F will provide DVHA with agile acquisition consulting services to support DVHA's efforts to modernize the state's integrated eligibility and Medicaid system..

18F builds effective, user-centric digital services focused on the interaction between Government and the people and businesses it serves. 18F helps government agencies deliver on their mission through the development of digital and web services. 18F works to transform the way the government builds and buys IT, with an emphasis on public-facing digital services. 18F provides hands-on consulting services to government program managers and other leaders who need assistance in procuring, designing, and managing software based on modern development techniques (e.g., agile, lean, open source).

2.0 SCOPE OF WORK AND DELIVERABLES.

18F will provide DVHA with the following:

- a. Discovery sprint to identify needs, challenges, and project scope. A discovery sprint involves collection of information from key stakeholders and users, if appropriate, to determine the scope of the requirements and the appropriate 18F personnel for the workshop and any post-award activities.
- b. Provide technical information and advice on how to conduct user research and develop prototypes to help determine project needs and scope. User research involves techniques and methods (such as those described at <https://methods.18f.gov/discover/>) to help understand users' motivations and interactions with the project and to inform the proper product scope.
- c. Review of existing procurement documents. During this review, 18F will evaluate existing procurement documents, both planned and implemented, to inform potential future acquisition activities.

- d. Conduct a Solicitation Ghostwriting Workshop with key stakeholders. During a Ghostwriting Workshop, 18F engages key stakeholders through a series of exercises to help identify product vision, functional and non-functional requirements, identify key roles, determine product strategy, and steps necessary for procurement.
- e. Develop a written acquisition strategy recommending the proposed procurement approach and draft language for inclusion in procurement documents (e.g. Performance Work Statement or Statement of Objectives). Based on the results of discovery and the Ghostwriting Workshop, 18F will assist the client with preparation of key documentation (inclusive of scope of work, evaluation criteria, cost estimates, and recommendations documents) associated with the acquisition strategy.
- f. Review and provide written feedback on the draft procurement solicitation. Although the client is ultimately responsible for preparing the final procurement package, 18F will review draft documents and offer comments/suggestions to increase likelihood of success for the procurement.
- g. Outline the Project's technical approach and identify the proposed project architecture. As part of 18F's approach favoring modular contracting, 18F will assist the client in determining an appropriate project plan/acquisition strategy for future product needs.
- h. Provide prototypes, wireframes, data, or other documents generated by GSA. Any prototypes, wireframes, data, or other documents generated by 18F through discovery or the Ghostwriting Workshop will be available to the client.
- i. Assist client in the evaluation of vendors' proposals. After vendors respond to the solicitation, 18F will provide technical assistance in the review of vendors' proposals to ensure that the vendors can meet the client's requirements.
- j. Ensure that any vendor that performs work on this project meets agile digital standards. After award is made, 18F will assist the client in ensuring that the vendor is adhering to commercial best practices and meets the client's requirements.
- k. Provide technical information and advice to the client relating to post award management, e.g. quality assurance and surveillance with any necessary corrective actions. As part of 18F's role in assisting the client in post-award management, 18F will provide design and technical consultation to ensure that commercial best practices are followed in the design and development of the product.
- l. If appropriate, and with the agreement of both GSA and the client, 18F will assist the client with discovery (evaluate existing systems, and assess stakeholder and user needs and

constraints) and validation of product decisions through user research, prototyping, and discovery.

3.0 DELIVERABLE TIMELINE.

The Servicing Agency shall deliver to the Requesting Agency the following:

Item	Due By
RFP Ghostwriting Workshop	On a date mutually agreeable to both parties.
Written acquisition strategy	< 10 business days from workshop end
Written feedback on the draft solicitation	< 10 business days from workshop end
Prototypes, wireframes, data, or other artifacts generated by GSA	< 10 business days from workshop end

For post-award acquisition assistance:

Deliverable	Due By
Initial Project Review	30 days of beginning of a project
Sprint Review Process	14 days following the conclusion of a sprint
Release Review Process	14 days following a release

4.0. PROJECT STATUS AND REPORTING.

TTS will provide a status of key milestones on a weekly basis, including recent accomplishments, planned activities, and risks and issues. A financial accounting will be included at least monthly.