STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (the "State") and the University of Vermont (VCHIP), with a principal place of business in Burlington, Vermont, (the "Contractor") that the contract between them originally dated as of July 1, 2017, Contract # 34113, as amended to date, (the "Contract") is hereby amended as follows:

I. **Maximum Amount**. The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from $467,804.00 to $948,644.00, representing an increase of $480,840.00.

II. **Contract Term**. The Contract end date, wherever such reference appears in the Contract, shall be changed from June 30, 2018 to June 30, 2019. The Contract term may be renewed for two additional one-year periods at the discretion of the State.

III. **Contacts and Notices.** Contacts are deleted and replaced as follows:

	State Fiscal Manager	State Program Manager	For the Contractor
Name:	Rachel Green	Erin Just	Sonya Stern
Phone #:	(802) 585-8432	802-760-8467	(802) 656-3360
E-mail:	Rachel.Green@Vermont.gov	Erin.Just@Vermont.gov	SPA@uvm.edu"

IV. **Attachment A, Specifications of Work to be Performed.** The scope of services is hereby deleted in its entirety and replaced as follows:

ATTACHMENT A – SCOPE OF SERVICES

GENERAL PURPOSE STATEMENT

The Contractor shall work with primary care practices, communities, and others, including human services providers, to implement National Committee for Quality Assurance (NCQA) standards, to meet the clinical guidelines and national standards for the purpose of achieving the All-Payer Model and ACO Clinical objectives, and assist practices and communities in improving clinical, cost, and experience outcomes of their choosing.

SPECIFICATION OF WORK TO BE PERFORMED

A. Staffing

Contractor shall provide 4.2 FTEs of Quality Improvement (QI) Facilitation work. 1.0 FTE is considered 37.5 hours per week. Contractor shall ensure that its QI Facilitators satisfy the applicable performance requirements stated herein.

In the event of a QI Facilitator vacancy, the Contractor shall involve the State in the résumé review, interviewing, and hiring process for a new QI Facilitator, including forwarding all

résumés submitted for the position to the State's Blueprint Leadership. Blueprint Leadership means Blueprint Director or his or her designee. Contractor shall forward to State all resumes received for any opening prior to beginning the interview process and shall not hire any applicant to whom the State objects. Contractor shall permit the State to participate in any interviews with applicants, at the State's discretion. Contractor shall provide the State with a list of proposed interviewees at least two weeks prior to initiating any interview process for staff hired under this agreement. The Contractor shall fill the position within 45 days and shall put forward a contingency plan for covering QI facilitation responsibilities in the interim. The contingency plan shall be subject to the approval of the State's Blueprint Leadership. While the State agrees to abide by the organizational hiring and human resources policies of the Contractor, the State's Blueprint Leadership will make recommendations to the Contractor during the interviewing process and reserves the right to refuse the hiring of a QI Facilitator. Contractor shall identify for Blueprint Leadership a proposed hire at least before making an offer of employment to a potential QI Facilitator.

B. Case Load

The total number of sites the Contractor is responsible for coaching during any one month during the contract period shall be no less than 35 and no more than 60.

C. QI Facilitation – In Practice Facilitation

Contractor's QI Facilitators shall visit each site or organization at least once and shall offer to meet virtually with each site or organization at least bi-weekly and shall meet with each organization no less than monthly. Contractor's QI Facilitators shall provide appropriate levels of consultation based on factors such as the practice's available internal and additional external resources and the length of time until the standards and/or QI goals are met. The Contractor's QI Facilitator Staff shall provide regular consultation in response to practice questions between meetings via phone and email.

The parties understand that the State has agreements with other contractors to hire QI Facilitators for specific Health Service Areas (HSAs). The Contractor's QI Facilitators shall consult with these other facilitators as needed during scheduled meetings and by phone, email, and the online platform Basecamp (or other platform as selected by Blueprint Leadership) to share one another's QI Facilitator's knowledge of successful implementation of clinical standards in other practices.

The Contractor's QI Facilitators shall maintain expert level knowledge in Patient-Centered Medical Home (PCMH) and Patient-Centered Specialty Practice (PCSP) or other standards. The Contractor shall provide peer-to-peer mentoring and support to other contracted QI Facilitators, Accountable Care Organizations (ACOs) and Blueprint staff, based on expert level knowledge and experience in the NCQA PCMH and PCSP or other standards, which may include sharing information and examples of processes that have passed review, interpreting feedback from NCQA or other body on submission, providing shadowing opportunities and hosting education sessions during facilitator and field staff

meetings. Within reason, the Contractor's QI Facilitators shall be responsive to other Facilitator, ACO, and Blueprint staff questions; providing consultation through phone, email, and predominately a web-based communication and information-sharing tool (i.e., Basecamp) and shall attend facilitator and/or field staff meetings.

Performance Period July 1, 2017 – June 30, 2018:

The Contractor's QI Facilitation staff shall help practices/organizations prepare for and maintain NCQA PCMH and PCSP Recognition through the following tasks:

- Identify applicable clinical standards;
- Assess the practice's current workflows against standards;
- Develop a work-plan and timeline for achieving standards and/or recognition;
- Determine which current policies, processes, and systems meet the applicable standards and which do not;
- Provide guidance on what changes would meet the standard or improve the chance of recognition;
- Assist practices in assembling documentation needed for submission to NCQA or other accountable body; and
- Submit materials supporting recognition on an ongoing basis on behalf of the practice to the NCQA or other applicable recognition body.

Performance Period July 1, 2018 – June 30, 2019:

The Contractor's QI Facilitation staff shall help practices/organizations work through the continuous Quality Improvement process to:

1. Achieve or continue improvement on practice transformation into a Patient Centered Medical Home.
2. Meet standards or continue improvement on population health quality and payment reform efforts, defined by Blueprint, Green Mountain Care Board or ACOs.
3. Achieve or continue improvement on clinical, cost, or patient experience priorities identified by the practice.

The Contractor's QI Facilitators shall work with each practice to:

- Assess the practice using quality improvement assessment tool(s) recommended by the state;
- Compile assessment and relevant data for the practice to assist with identifying

potential opportunities for quality improvement;

- Assist a practice to convene a quality improvement team;
- Coach the practice through data-driven decision making, goal and priority setting, action planning, change management, and change measurement;
- Research best practices on strategies to address problem areas or opportunities identified by the practice; and
- Engage expert consultation, share best practices, and/or connect practices with necessary resources to assist with achieving quality improvement aims.

The Contractor's QI Facilitation staff shall help practices/organizations prepare for and maintain NCQA PCMH and PCSP Recognition through the following tasks:

- Identify applicable clinical standards;
- Assess the practice's current workflows against standards;
- Develop a work-plan and timeline for achieving standards and/or recognition;
- Determine which current policies, processes, and systems meet the applicable standards and which do not;
- Provide guidance on what changes would meet the standard or improve the chance of recognition;
- Assist practices in assembling documentation needed for submission to NCQA or other accountable body; and
- Submit materials supporting recognition on an ongoing basis on behalf of the practice to the NCQA or other applicable recognition body.

Deliverables

The Contractor shall be responsible for timely performance of each of the following deliverables:

Deliverables:

Method/Activity	Type of deliverable	Description of deliverable	Date Due
QI Facilitation	Report	Progress report for each practice QI Facilitators are coaching, which may include Plan Do Study Act and or A3 worksheets	The last business day of each month

Method/Activity	Type of deliverable	Description of deliverable	Date Due
QI/Recognition Plan	Timeline	Timeline for each practice QI Facilitators coaching	Concurrent with the first progress report for each practice
Recognition Support	NCQA recognition status	NCQA PCMH or PCSP or other recognition status	By the first of the month following submission to NCQA or other organization, enter the estimated result into the Blueprint Portal provided by the State.
Recognition Support	NCQA or other State approved Score	NCQA PCMH or PCSP or other State approved Score	Within 5 days of NCQA or other organization reporting the score to the practice, enter the result into the Blueprint Portal provided by the State.
Technical assistance on interpreting NCQA or other standards	Technical Assistance	Advise and mentor other contractors' QI Facilitators on NCQA or other recognition and submission processes	Report on each contact in monthly progress report and program check-ins.

D. QI Facilitator Activities – Community Level Facilitation

The Contractor's QI Facilitators shall support Community Collaboratives to improve performance on All-Payer Model objectives and ACO clinical priorities. The Contractor's QI Facilitators shall work with Community Collaboratives to:

- Identify best practice clinical standards in the areas identified for improvement;
- Assess differences between how care is being delivered against best practices or clinical standards;
- Provide guidance on what changes would improve the identified measure or clinical process;
- Develop a work plan and timeline to implement changes to the current practices;
- Assist communities in identifying process measures to track whether the changes have achieved the intended outcomes; and

- Provide staffing and/or facilitation when a QI Facilitator, Blueprint representative, or ACO representative identify a need for staffing and/or facilitation.

To support communities, the Blueprint and/or the ACOs will host learning collaboratives and/or group learning activities for communities or healthcare affiliated organization, as necessary. The Contractor's Facilitators shall:

- Help design and/or implement learning collaboratives or statewide learning activities;
- Participate in regularly scheduled planning meetings as frequently as once per week for up to 4 months prior to and during the collaborative; and
- Complete assigned deliverables between meetings. Deliverables may include researching best practices, developing power points, preparing data collection sheets, and producing tools to assist communities in implementing the target strategies.

The Contractor's QI Facilitators shall, during the period of a learning collaborative, research best practices and national standards of care. As they identify the best practices and standards of care, Contractor's QI Facilitators shall share with other facilitators information and examples of processes that have worked to implement the best practices and national standards in medical practices or communities, reviewing sample documents and Plan Do Study Act (PDSA) Cycles from other facilitators and providing feedback, being available for shadowing opportunities and hosting education sessions during facilitator and field staff meetings.

QI Facilitator Deliverables

The Contractor shall be responsible for timely performance of the following deliverables:

Method/Activity	Type of Deliverable*	Description of deliverable	Date Due
QI Facilitation	Report	Progress report for each community QI Facilitators are coaching	The last business day of each month
QI Plan	Timeline	Timeline for each project in communities QI Facilitators coaching	Concurrent with the first progress report for each practice
Learning Collaborative Planning or Support	Report	Progress report for each learning collaborative QI Facilitators planning	The last business day of each month

*At the State's request, the Contractor agrees to provide the State all meeting minutes associated with completing QI Facilitation activities under the Blueprint for Health initiative during the contract period.

E. QI Facilitator Activities – Opioid Prescribing Protocols (Performance Period: July 1, 2017-June 30, 2018)

The Contractor's QI Facilitators will assist practices/organizations to improve opioid prescribing protocols using a toolkit, *Improving Opioid Prescribing: Sustainable Solutions for Vermont* and direction provided by the UVM Medical Center Office of Primary Care. Facilitators will work with interested practices to:

- Assess current workflows
- Determine which current policies, processes, and systems match criteria standards in the Toolkit
- Provide guidance on what changes would improve prescribing practices
- Develop a work plan and timeline
- Assist communities in tracking outcomes

The Contractor's QI Facilitators will visit each site or organization and will offer to meet virtually as needed. The Contractor recognizes that practices will require different levels of in-person and virtual consultation. The Contractor's QI Facilitators will provide appropriate levels of consultation based on factors such as the practice's available internal and additional external resources and their desired timeline for improvement.
The Contractor will provide regular consultation in response to practice questions between meetings via phone and email.

The Contractor's QI Facilitators will maintain an expert level knowledge of opioid prescribing protocols and QI processes. The Contractor's Facilitators will provide peer-to-peer mentoring and support, including sharing information and examples of processes that have worked in other practices, reviewing sample documents and Plan Do Study Act Cycles (PDSA) from other facilitators and providing feedback, and being available for shadowing opportunities and hosting education sessions during facilitator and field staff meetings. The Contractor will be responsive to Facilitator questions at a peer-to-peer level; providing consultation through phone, email, and a web-based communication and information-sharing tool (i.e., Basecamp) and will attend facilitator and/or field staff meetings.

The Contractor will participate in evaluation activities requested by the Centers for Disease Control and Prevention (CDC) for this project. Outcomes may be measured through Vermont Prescription Monitoring System (VPMS) data. Performance measures and reporting will be developed and mutually agreed upon by the State and the Contractor and will include for each practice the Contractor assists with opioid prescribing:

1. Opioid prescribing QI process plan including Practice readiness assessment (unless practice decides to exclude this step)

2. Team charter
3. Baseline measurement
4. Pre-project assessment survey
5. Team identification and start up schedule
6. Updated A3 reports (products of the team's work) in pre-determined stages
7. Strategies selected by the team
8. Implementation plan with selected measures
9. Repeat of baseline measurement
10. Post-project assessment survey
11. Practice plan for long term monitoring
12. Post-project measurement and assessment results
13. Plan for long term sustainability and monitoring.

If at the end of the contract period, the project has not been completed, Contractor will submit a status report and plan for completion as the Closing Report.

Method/Activity	Type of deliverable	Description of deliverable	Date Due
Opioid Prescribing Facilitation	Report	Monthly progress report for each practice QI Facilitators are coaching.	The last business day of each month
Opioid QI Process Plan	Timeline	Timeline for each practice QI Facilitators are coaching	Concurrent with the first progress report for each practice
Opioid QI Closing Report	Report	Closing report for each practice QI Facilitators coached.	Concurrent with the last progress report for each practice
Technical assistance on interpreting Toolkit	Technical Assistance	QI Facilitators will build and maintain Opioid Prescribing expertise and advise and mentor other QI Facilitators and Blueprint Staff.	On-going reported in monthly report and during oral program check-ins.

F. Performance Measures

As further detailed in Attachment B, the State reserves the right to withhold part or all the contract funds if the State does not receive timely documentation of the successful completion of contract deliverables as outlined above. Any deliverables deemed unacceptable by State will be rejected and subject to revision by Contractor based upon a mutually agreed remediation plan.

V. **Attachment B, Payment Provisions.** The payment provisions attachment is hereby deleted in its entirety and replaced as set forth below:

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the Maximum Amount specified in 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. The Contractor shall submit invoices, using the forms in Appendix I, with a current date of submission, invoice number, and contract number quarterly for the previous quarter's approved expenditures for work outlined in Attachment A. Invoices shall include level of professional effort worked for the given invoicing period for each QI facilitator.

4. A final invoice (Appendix I) is due no later than 45 days after the end of the contract period. As fixed price deliverables, the QI Facilitation Activities and QI Milestones are billed according to the payment schedules detailed below. Any overpayment of expenses will be returned to the State no later than 90 days after the end of the contract term.

5. The State shall pay the Contractor at the following rates:

   A. QI Facilitation Activities:

   - In performance period **July 1, 2017 – June 30, 2018** the Contractor shall invoice up to $106,951 per quarter per 4.2 FTEs for QI Facilitation activities outlined in Attachment A, contingent upon timely production of deliverables and work product as evidenced by monthly reports. Invoice will be pro-rated for position vacancies, unless the Contractor and the State have mutually agreed upon a contingency plan for covering QI facilitation responsibilities in the interim period between the position vacancy and hiring a new facilitator.

   - In performance period **July 1, 2018 – June 30, 2019** The Contractor shall invoice up to $109,960 per quarter per 4.2 FTEs for QI Facilitation activities outlined in Attachment A, contingent upon timely production of deliverables

and work product as evidenced by monthly reports. Invoice will be pro-rated for position vacancies, unless the Contractor and the State have mutually agreed upon a contingency plan for covering QI facilitation responsibilities in the interim period between the position vacancy and hiring a new facilitator.

B. QI Milestone Payments:

a) The Contractor may invoice the State for $1,000 per practice in a given fiscal year (July 1 to June 30) for which it submits the PCMH survey to NCQA.

b) The Contractor may invoice the State for $1,000 for each completed QI project on which the Contractor worked with a practice based on Practice Transformation and efforts aimed at achieving All-Payer Model Outcomes, ACO clinical priorities, or a practice identified priority. The Contractor must have developed a QI process plan, including baseline measurement, identified team, project timeline and closing report with post-project measurement and plan for long term sustainability and monitoring. Contractor shall submit the process plan in the form of an A3 or other format approved by the State with their invoice.

c) The Contractor may invoice the State for $1,000 for each completed QI project on which the contractor worked with a Community Collaborative aimed at achieving an All-Payer Model Outcome or ACO clinical priority. The Contractor must have developed a QI process plan, including baseline measurement, identified team, timeline and closing report with post-project measurement, and plan for long term sustainability and monitoring. Contractor shall submit the process plan in the form of an A3 or other format approved by the State with their invoice.

d) The Contractor shall invoice the State for $1,000 for each practice the Contractor assists with opioid prescribing for which it develops and submits an opioid prescribing QI process plan including completion of the readiness assessment, team charter, baseline measurement, identified team, startup schedule and a Closing Report including post-project measurement and assessment results, and plan for long term sustainability and monitoring.

QI milestones - The combination of *a, b, c, and d* above will not to exceed $40,000 for the period of July 1, 2017 to June 30, 2018. The combination of *a, b, and c* above will not exceed $41,000 for the period July 1, 2018 to June 30, 2019.

If at the end of a given contract period, as outlined in the budget table below, less than the agreed upon number of practices wanted QI facilitation and the Contractor met all deliverables under Attachment A, Section A, the Contractor will be paid the difference up to the full amount for that project period for QI Milestones.

6. Monthly program reports will outline progress toward completing deliverables as noted

in Attachment A, as well as the work planned for the next month. Contractor will be paid only after a monthly progress report is received and accepted by the State. The monthly report will be in sufficient detail as to document progress toward and/or achievement of deliverables described in Attachment A.

7. All reports related to this contract should be submitted in electronic format. Reports should reference this contract number and be submitted to:

   Erin Just: Erin.Just@vermont.gov

   An electronic copy of all invoices and reports with original signature shall be sent to:

   Rachel Green: Rachel.Green@Vermont.gov and
   Erik Poitras: Erik.Poitras@Vermont.gov

8. All work products (deliverables) are subject to review and approval by the State before being accepted. Each work product will be evaluated based on any and all descriptions listed within Attachment A, as well as all direction and input discussed and agreed upon between the State and the Contractor during the term of this Agreement as it aligns with the specifications of work. Any work product deemed unacceptable by the State will be subject to revision by the Contractor based upon a remediation plan that the State and the Contractor will develop. Payment will be contingent upon and made after the State has accepted each work product and any stipulations listed above.

9. The State reserves the right to withhold part or all of the contract funds if the State does not receive timely documentation of the successful completion of contract deliverables outlined in Attachment A.

Payments for the period of July 1, 2017 to June 30, 2018 shall not exceed **$467,804.00.**

Budget for July 1, 2017 to June 30, 2018

QI Facilitation	**$ 427,804**
QI Milestones	**$ 40,000**
	$ 467,804

Payments for the period of July 1, 2018 to June 30, 2019 shall not exceed **$480,840.00.**

Budget for July 1, 2018 to June 30, 2019

QI Facilitation	**$ 439,840**
QI Milestones	**$ 41,000**
	$ 480,840

VI. **Attachment C, Standard State Provisions for Contracts and Grants**. Attachment C is hereby deleted in its entirety and replaced by the Attachment C effective 12/15/2017, which is attached to this Amendment.

VII. **Attachment F, Agency of Human Services' Customary contract/Grant Provisions.** Attachment F is hereby deleted in its entirety and replaced by the Attachment F effective 5/16/2018, which is attached to this Amendment.

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

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

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

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

This document consists of 25 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

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

STATE OF VERMONT

By: e-Signed by Cory Gustafson on 2018-06-08 15:08:33 GMT

CORY GUSTAFSON, COMMISSIONER
NOB 1 SOUTH, 280 STATE DRIVE
WATERBURY, VT 05671-1010
PHONE: 802-241-0239
EMAIL: CORY.GUSTAFSON@VERMONT.GOV

The University of Vermont (VCHIP)

By: e-Signed by Emily Trantum on 2018-06-08 13:55:38 GMT

EMILY TRANTUM
217 WATERMAN BUILDING
BURLINGTON, VT 05405
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EMAIL: SPA@UVM.EDU

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED DECEMBER 15, 2017

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

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

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

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

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

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

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

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

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

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

$1,000,000 Each Occurrence

$2,000,000 General Aggregate

$1,000,000 Products/Completed Operations Aggregate

$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than $500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than $1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

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

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

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

12. Location of State Data: No 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 continental United States, except with the express written permission of the State.

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

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

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

B. Party certifies under the pains and penalties of perjury that, as of the date 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.

C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

A. is not under any obligation to pay child support; or

B. is under such an obligation and is in good standing with respect to that obligation; or

C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

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

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

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

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

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

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

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

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

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

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

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

27. Termination:

A. **Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

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

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

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

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

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

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. **Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

   For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends $500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends $750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

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

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

32. Requirements Pertaining Only to State-Funded Grants:

A. **Certification Regarding Use of State Funds:** If 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.

B. **Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the

Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

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

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

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

3. **Medicaid Program Parties** (*applicable to any Party providing services and supports paid for under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver*):

   Inspection and Retention of Records: In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements, and will comply with all requests appropriate to enable the Agency of Human Services, the U.S. Department of Health and Human Services (along with its Inspector General and the Centers for Medicare and Medicaid Services), the Comptroller General, the Government Accounting Office, or any of their designees: (i) to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement; and (ii) to inspect and audit any records, financial data, contracts, computer or other electronic systems of Party relating to the performance of services under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver. Party will retain for ten years all documents required to be retained pursuant to 42 CFR 438.3(u).

   Subcontracting for Medicaid Services: Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is

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

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

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

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

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

Party shall establish a written workplace violence prevention and crisis response policy meeting the requirements of Act 109 (2016), 33 VSA §8201(b), for the benefit of employees delivering direct social or mental health services. Party shall, in preparing its policy, consult with the guidelines promulgated by the U.S. Occupational Safety and Health Administration for *Preventing Workplace Violence for Healthcare and Social Services Workers*, as those guidelines may from time to time be amended.

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

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

5. **Non-Discrimination**:

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public

accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

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

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

6. **Employees and Independent Contractors**:

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

7. **Data Protection and Privacy:**

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

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

Protection of Personal Information: Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR 155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual's identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with any other personal or identifiable information that is linked or linkable to a specific person, such as date and place or 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: Party shall report to AHS, though its Chief Information Officer (CIO), any impermissible use or disclosure that compromises the security, confidentiality or privacy of any form of protected personal information identified above within 24 hours of the discovery of the breach. Party shall in addition comply with any other data breach notification requirements required under federal or state law.

8. Abuse and Neglect of Children and Vulnerable Adults:

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

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

9. Information Technology Systems:

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

1. Party's provision of certified computing equipment, peripherals and mobile devices, on a separate Party's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.

2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

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

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

If Party is operating a system or application on behalf of the State of Vermont, Party shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Party's materials.

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

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

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

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

10. Other Provisions:

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

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

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

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.

(End of Standard Provisions)