

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
UNIVERSITY OF VERMONT MEDICAL CENTER

CONTRACT #46531
PAGE 1 OF 32

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 the University of Vermont Medical Center, Inc. with a principal place of business in Burlington, Vermont, (hereinafter called “Contractor”). Contractor’s form of business organization is a non-profit 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 on the subject of comprehensive treatment of chronic pain conditions for Medicaid Members. 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 \$800,000.00.

4. **Contract Term.** The period of Contractor’s performance shall begin on November 1, 2023 and end on March 31, 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.

5A. **Sole Source Contract for Services.** This Contract results from a “sole source” procurement under State of Vermont Administrative Bulletin 3.5 process and Contractor hereby certifies that it is and will remain in compliance with the campaign contribution restrictions under 17 V.S.A. § 2950.

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 either party 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:

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
UNIVERSITY OF VERMONT MEDICAL CENTER

CONTRACT #46531
PAGE 2 OF 32

a. For the Contractor:

Name: Kelly Lange, Network VP UVMHN Managed Care Contracting
Phone: 802-999-3429
Email: HealthcareContracting@uvmhealth.org

Name: Dr. Jon Porter
Phone: 802-847-5550
Email: HealthcareContracting@uvmhealth.org

b. For the State:

Name: Danielle Dukette
Phone: 802-585-8350
Email: Danielle.Dukette@vermont.gov

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

Attachment F - AHS Customary Contract Provisions

Attachment G – Federal Terms Supplement (Non-Construction)

Attachment H – Modifications to State Standard Attachments

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 H
- (3) Attachment C
- (4) Attachment G
- (5) Attachment A
- (6) Attachment B
- (7) Attachment F

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
UNIVERSITY OF VERMONT MEDICAL CENTER

CONTRACT #46531
PAGE 3 OF 32

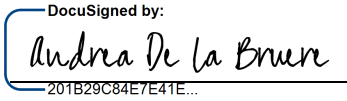
WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By the Contractor:

Date: 10/27/2023

Date: October 19, 2023

Signature:  201B29C84E7E41E...

Signature:  _____

Name: Andrea De La Bruere

Name: Jason Sanders

Title: Commissioner

Title: Medical Group President and CEO

ATTACHMENT A STATEMENT OF WORK

I. Overview of the Program

In 2017, the Contractor developed a Comprehensive Pain Program (CPP) in cooperation with a health plan issuer in the State. This Contract seeks to leverage the Contractor's established Comprehensive Pain Program to expand access to those services to eligible individuals enrolled in the Vermont Medicaid Program (Members) through a time-limited pilot tied to one-time enhanced funding to be spent by March 31, 2025.

The goals of this project are to:

1. Expand coverage of the Comprehensive Pain Program to Members during the pilot period, with priority given to Members accessing Home and Community Based Supports or who are prescribed opioids.
2. Inform the viability of long-term sustainability or expansion of these services by evaluating if a comprehensive, whole-person approach to pain management improves outcomes and reduces costs for Medicaid Members with chronic pain, and by participating with the State and other health providers to examine the feasibility of replicating this model statewide.

II. Array of Available Services

The Comprehensive Pain Program is well-established and is currently provided in the Burlington, Vermont area. The 16-week program shall provide Members access to a team of providers and an array of both traditional and non-traditional health care therapies to help Members with chronic pain learn to self-manage their conditions to achieve optimal comfort and functionality. Services include:

- Physician/medical provider services in pain management and general health
- Acupuncture
- Massage therapy including modalities such as craniosacral therapy
- Movement classes
- Acceptance and Commitment Therapy (ACT, a form of CBT),
- Hypnotherapy,
- Eye Movement Desensitization and Reprocessing (EMDR),
- Pain Reprocessing Therapy
- Mindfulness
- Nutrition
- Culinary medicine
- Occupational therapy
- Physical therapy
- Reiki
- PATH (Openings) integrated medical group facilitated by a medical provider and an allied health professional who practice in the areas listed above
- COMPASS Living group therapy lead by a licensed psychologist (ACT) or a licensed counselor
- Health Coaching

- Art Therapy

During treatment, a provider may feel it is medically prudent or valuable to introduce additional therapeutic modalities. For the purposes of this pilot, any changes the Contractor may make to the service mix must be approved in writing by the State.

III. Vermont Medicaid Enrolled Provider Requirement

The Contractor shall be or become a Vermont Medicaid Provider prior to the start date of the Contract. The Contractor must maintain their enrollment as a Vermont Medicaid Provider during the life of the Contract and comply with all regulations, policies, requirements, and conditions of participation as required under the DVHA General Provider Agreement <https://dvha.vermont.gov/providers/manuals>.

IV. Member Outreach and Enrollment

1. The Contractor shall outreach to Medicaid Members, prioritizing those within the priority populations described in #3, below, in the manner so described, with a target enrollment of at least 100 Medicaid Members into the Comprehensive Pain Program.
2. The Contractor will develop policies and procedures describing their outreach strategies and detailing how they support outreach.
3. The Contractor will notify the State of all individuals referred to the program, and will await a communication from the State identifying referred of Medicaid Members who:
 - a) Access Home and Community-Based Services (HCBS);
 - b) Are prescribed opioids for pain management;
 - c) Are high utilizers of the emergency department. High utilizers are those who have had more than six (6) visits to the emergency department in the past twelve (12) months.

Contractor will prioritize enrollment of any individuals so identified by the State, by ensuring that prioritized Members who respond to the Contractor's outreach and desire to participate will have access to the pilot Program without any delay, or, in the event that the Program is full, will be prioritized on any waitlists ahead of those who do not fit the sub-populations identified in (a), (b), and (c) of this provision.

4. The Contractor will submit the drafted policies and procedures described in #2 above, to the State within 45 days of the execution of this Contract. The policy shall be reviewed by DVHA within 10 business days and approved within such period if DVHA finds that it requires no modification. If DVHA requires modifications to the draft policy and procedures, DVHA shall notify the Contractor within this 10-day period, and the Contractor must make these changes within 10 business days of the DVHA providing such notice. After such changes are made to the satisfaction of the State, DVHA must approve within 10 business days.
5. The enrollment period cut-off date for Members is September 2, 2024, with final services to be provided by December 31, 2024. All claims for these services must be submitted by Contractor no later than February 15, 2025, and to be paid by the State on or before March 21, 2025.
6. Members, including non-native English speakers, shall have access to the same eligibility requirements, array of services and supports, and follow the same model as commercially

insured enrollees.

7. Adjustments or adaptations to the model to support Medicaid Member participation, if needed, must be approved by the State.

V. Pilot Evaluation and Analysis

The Contractor shall participate in any activities, including meetings with the State and other medical centers for excellence, and provide documentation as required by DVHA to be necessary to support the State's exploration of the viability of an array of these services to become billable within the State's Medicaid system and to be scaled statewide. The State acknowledges that documentation about program and protocol design that Contractor shares with the State may be subject to exemption under the Vermont Public Records Act as trade secrets, and the State agrees to consult with Contractor before making any disclosures regarding the program protocol and design, except to the Secretary of the Department of Health and Human Services (HHS) or as required by law.

The Contractor shall provide outreach, client-level utilization report on Medicaid Members as described below in Section VI. The State agrees to collaborate with the Contractor and support pilot analysis by comparing pilot participant utilization and outcome measures to a comparison group through the provision of claims data and analytics resources.

VI. Reporting

All data shall be shared between these parties in a manner consistent with federal law. State and Contractor shall meet at least quarterly after the execution of the Contract to collaborate around data sharing requirements and process.

Data from the Contractor must be submitted through secure electronic file transfer in Microsoft Excel/CSV file format through GlobalScape or another mechanism as agreed upon by the State. Reports will be finalized by the Contractor and submitted within 30 days of the end of each reporting period. The Contractor and the State will develop a process and templates for generating the reports within the first 60 days of execution of this Contract.

1. Outreach reports must be submitted every 90 days: September-November, 2023; December, 2023-February, 2024; March-May, 2024; June-September 2, 2024 concluding with the start of the final Cohort of this pilot. These reports shall include:
 - a. Outreach activities performed by the Contractor to identify, engage and enroll Medicaid Members, including outreach to Medicaid Members from the prioritized populations described in Section IV, Subsection 2 in accordance with the policy developed by the Contractor approved by the State.
2. Utilization reports must be submitted through secure electronic transmission within 30 calendar days of the close of each cohort, that include the following data:
 - Member Medicaid UID
 - Member date of birth
 - Member Gender (legal sex)
 - Date of referral

- Date of admission
 - Date of discharge
 - Primary presenting pain diagnosis at intake (ICD-10-CM Code)
 - Data on disability status in accordance with the United Census Bureau: [Disability | American Community Survey | U.S. Census Bureau](#) (For more information see: [Disability and Health Data System \(DHDS\) Data Guide Status and Types | CDC](#))
 - Dates of Service
 - Service Provider
 - Service Type
 - Service duration (units)
 - Patient primary language
 - Patient secondary language
 - Patient work status at entry into the program
 - Patient housing status
 - Patient opioid and other pain medication prescription status at admission
 - Interpreter services, or other accommodations provided to enable the patient to participate in program services
 - Identified barriers to access or full completion of the program before discharge for patient with delayed access or incomplete participation in the program
 - The number and proportion of participants with HCBS needs in a form and format approved by the State
3. In the event of the execution of an Amendment to this Contract to add reporting deliverables (“the Deliverables Amendment”), the Contractor shall provide the following deliverables:
- I. Semi-annual reports for the periods to be determined by the Deliverables Amendment. Reports must be submitted electronically to the State within 30 days of the end of each reporting period. These reports shall include at least the following pre- and post-enrollment data at a patient level as well as aggregated by full Medicaid population and by the priority groups:
 - A. Data provided by the Contractor:
 - Patient quality of life, including family and other social aspects
 - Patient perceptions of pain
 - Patient satisfaction with their care/treatment services
 - Patient emotional states
 - Provider participation and availability by provider type and hours
 - Patient ability to work or participate in desired activities
 - B. Data analysis by the Contractor based on raw claims data provided 30 days prior to the close of each reporting period, as specified in the Deliverables Amendment, by the State related to:
 - Patient visits to the emergency room or urgent care facilities use from the 12 months prior to admission in the program

- Change in patient prescription opioid use from the 12 months prior to admission in the program
- Change in overall use of prescription medications for pain management use from the 12 months prior to admission in the program
- Change in rates of invasive pain management procedures (e.g. epidurals, nerve blocks, trigger point injections, etc.)
- Change in rates of diagnostic imaging
- Change in rates of hospitalizations for pain-related condition(s) or mental health-related conditions
- Patient surgical rates
- Patient ability to work or participate in desired activities

C. Contractor agrees that the Deliverables Amendment shall not be executed without incorporation of the following customary State Contract Provisions: Attachment D, other provisions for IT Systems Implementation; and Attachment E, Business Associate Agreement. In the event that Contractor or the State elects to seek implementation of the Deliverables Amendment, each party shall notify the other without delay of its desire to so implement the Deliverables Amendment. If Contractor objects to anything in these customary State Contract Provisions, Contractor shall notify the State of all such objections within five (5) business days of that initial notification, and shall within that time also propose specific alternative language capturing its objections which is designed to meet the general objectives of the aforementioned customary State Contract Provisions. State shall review and either accept or reject each instance of Contractor's specific proposed language within ten (10) business days, unless additional time is required for coordination with other State departments, in which event State shall promptly notify Contractor of such need and provided an estimate of the time needed for State to respond. If the parties cannot reach agreement on language within thirty (30) days, either party shall have the option to decline to pursue the Deliverables Amendment.

- II. Final Summary Report will be provided to the State by March 7, 2025, based on the data available to the Contractor at the time this report is due. This report will provide data on the value of the program for sustainability purposes. In addition to data from the participants, which will be determined with the State, the Contractor may include research and other evidence that may illustrate the benefits and challenges of the model as it was provided through the pilot, as well as opportunities and recommendations for scaling the model statewide.

VII. Miscellaneous

1. The Contractor shall engage with the State in reviewing cost metrics to support identification of the cost of care as compared to current market factors; this includes providing program expense and cost data requested by the State for the purpose of a rate study that the State may elect to have performed.
2. No later than three (3) days after the discovery of any problem that may jeopardize the successful completion of its contractual responsibilities and obligations, Contractor shall

notify the State in writing regarding the problem and include a recommendation for how to expeditiously facilitate compliance within the existing terms of this Contract.

3. DVHA will provide a point of contact to the Contractor:
 - a) to assist with transportation needs of Medicaid Members; and
 - b) to assist with care management and support services provided by DVHA to Medicaid Members.
4. Documentation – The Contractor will be expected to maintain documentation and make available for review upon request by State including verification of staff training, experience requirements and medical records which support billing efforts.
5. The Contractor shall have a written Fraud and Abuse compliance plan to be provided to the State within thirty (30) days of Contract execution.
6. Quality Assurance – Contractor will ensure that it will meet the expectations of this Contract and provide Comprehensive Pain Program services equitably to eligible Medicaid Members and communicate these expectations to staff as applicable.

VIII. CONTRACT ADMINISTRATION

This Contract shall be administered for the State by DVHA. The DVHA Commissioner and the State Program Manager will be responsible for all matters related to this Contract. The State Program Manager shall be the Contractor's primary liaison in working with other State staff and with any other Contractor. In no instance shall the Contractor refer any matter to any other official in Vermont unless initial contact, both verbal and in writing, regarding the matter has been presented to the DVHA Commissioner or the State Program Manager.

Whenever the State is required by the terms of the Contract to provide written notice to the Contractor, such notice shall be signed by the DVHA Commissioner or the State Program Manager. All notices regarding the failure to meet performance requirements and any assessments of damages under the provisions set forth in Contract shall be issued by the DVHA Commissioner or the State Program Manager.

A. 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 representative of the parties:

	STATE REPRESENTATIVE	CONTRACTOR
Name	Office of General Counsel DVHA	UVMHN Managed Care Contracting
Address	NOB 1 South, 280 State Drive Waterbury, VT 05671-1010	111 Colchester Avenue Mailstop 224SA1 Burlington, VT 05401
Email	ahs.dvhalegal@vermont.gov	HealthCareContracting@uvmhealth.org

The Parties agree that notices may be sent by electronic mail except for the following notices which must be sent by United States Postal Service certified mail: termination of Contract,

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
UNIVERSITY OF VERMONT MEDICAL CENTER

CONTRACT #46531
PAGE 10 OF 32

Contract actions, damage claims, breach of Contract notifications, and alteration of this paragraph.

IX. STATE MONITORING OF CONTRACT

The parties agree that the State official State Program Manager is solely responsible for the review of invoices presented by the Contractor.

X. Subcontractor Requirements

The Contractor shall participate in standing meetings, at least monthly, hosted by the State to study the value of the Comprehensive Pain Program services and, if desired by the State, advance the ability for an array of these services to be funded through Vermont's Medicaid system.

Per Attachment C, Section 19, if the Contractor chooses to subcontract work under this agreement, the Contractor must first fill out and submit the Subcontractor Compliance Form (Appendix I – Required Forms) in order to seek approval from the State prior to signing an agreement with a third party. Upon receipt of the Subcontractor Compliance Form, the State shall review and respond within five business days. A fillable PDF version of this Subcontractor Compliance Form is available upon request from the DVHA Business Office. Under no circumstance shall the Contractor enter into a subcontract without Prior Authorization from the State. The Contractor shall submit the Subcontractor Compliance Form to:

AHS.DVHAGrantsContracts@vermont.gov

Should the status of any third party or Subrecipient change, the Contractor is responsible for updating the State within 14 days of said change.

**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. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:
 - a. For deliverables in Attachment A, Section VI (Reporting) and detailed in subsection (h) below, the Contractor shall submit an invoice to AHS.DVHAInvoices@vermont.gov upon State approval of each deliverable. Invoices shall include the date, a unique invoice number, reference Contract number 46531, remit address, provide evidence of State approval of deliverable, and be signed by an authorized representative of the Contractor. Payment on invoices shall be Net 00 days from the date the State receives an error-free invoice.
 - b. Contractor will bill directly to Vermont Medicaid for all services aside from Attachment A, Section VI (Reporting). Contractor reimbursement will be made through the Medicaid Management Information System (MMIS).
 - c. Contractor shall submit a claim in the MMIS for each service performed in accordance with the Provider Billing Manual and this Contract. Reimbursement for the program service per Member per month is located below.
 - d. Contract payments shall not exceed \$800,000. This amount includes funds for the anticipated Deliverables Amendment for the additional Reporting deliverables within Attachment A, section VI.3.
 - e. The Contractor shall be paid \$1,518 per Medicaid Member served per month (PMPM) for the single procedure code to be determined by the State. The Contractor shall submit claims through Vermont's Medicaid Management Information System (MMIS).

- f. In order to meet the deadlines for the funding source for this pilot, the Contractor shall submit clean claims to the Medicaid Management Information System no later than February 15, 2025.
- g. At the beginning of each 16-week cohort, the State reserves the right to recalculate the PMPM rate should the Utilization Reports submitted through this Pilot demonstrate underutilization of less than 75% of the services specified in Attachment A Section IV. Additionally, if other cost factors change, such as a change in the Non-Emergency Medical Transportation program rate, the State reserves the right to recalculate the PMPM rate. The Contractor will have 15 days to review any State PMPM re-calculation and submit evidence contesting the proposed recalculation. If the Contractor disagrees with the recalculation the parties will work in good faith to resolve the disagreement within 10 days. If the parties cannot reach agreement, then:
1. In the event of a dispute between the parties, either party may give the State Executive Leadership Team (ELT) written notice that it desires to invoke the dispute resolution process described herein.
 2. The Party invoking this section shall provide a short and plain statement of the basis for the dispute, in writing, to the other party and to the ELT.
 3. Within fifteen (15) days of delivery of such notice, the ELT shall hold a meeting to receive information regarding the reasons for the dispute and review specific proposals for resolution. Within ten (10) days of that meeting, the ELT shall issue a written determination directing and instructing the parties on the proper resolution of the dispute.
 4. If either party concludes that the dispute cannot be resolved in this matter after such meeting, then within five (5) business days of that issuance of the ELT's determination, that party may pursue a resolution with the Commissioner of the Department of Vermont Health Access by filing with the Commissioner written objections to the determination of the ELT.
- h. The Contractor may invoice the State for the following deliverables upon the State's formal acceptance of each:
- i. The Contractor may invoice for up to \$2,800 for the final policy approved by the State referenced in Attachment A, Section IV, Subsection 2 above supporting outreach and prioritization of the prioritized populations under this pilot. The Contractor shall invoice the State once the State has formally accepted the policy and procedures developed by the Contractor.
 - ii. The Contractor may invoice for up to \$10,000 for each of the four (4) Outreach Reports referenced in Attachment A, Section VI above, not to exceed \$40,000 in total. The Outreach reports must be submitted within 30 days of the close of the 90-day reporting period (September-November,

2023; December, 2023-February, 2024; March-May, 2024; June-September 2, 2024). The State will have 15 days to review and approve the reports or request revisions. Contractor shall invoice the State once the State formally accepts the reports.

- iii. In the event of execution of the Deliverables Amendment, the Contractor may invoice for each semi-annual data submission for up to \$37,450 for each of the two submissions referenced in Attachment A, Section VI above, not to exceed \$74,900 in total. The reports must be submitted within 30 days of the close of the semi-annual period referenced in Attachment A, Section VI above. The State will have 15 days to review and approve the reports or request revisions. Contractor shall invoice the State once the State formally accepts the reports.
- iv. In the event of execution of the Deliverables Amendment, the Contractor may invoice for up to \$75,000 for the final Summary Report no later than March 7, 2025, referenced in Attachment A, Section VI above. The State will have 15 days to review and approve the reports or request revisions. Contractor shall invoice the State once the State formally accepts the report.
- i. If the Contractor pays for interpreter services for Vermont Medicaid Members, Contractor may bill Medicaid directly, outside of this pilot, using procedure code T1013 for each 15 minutes of paid interpreter services provided, on-site or via telephone. This may include interpreter service outside of the actual healthcare provider encounter in order to fill out forms or review information/instructions.
- j. Rates shall be inclusive of all costs. The State will not reimburse for travel, shipping, or other expenses.
- k. Contractor shall ensure Health Care Services delivered by the Provider to eligible Members are billed to the State and any payment made by the State under this Pilot will be considered payment in full for all covered services under this Agreement.
- l. Contractor shall ensure that no Provider shall bill or attempt in any way to collect any payment from a Member for any covered service under this Agreement. Providers shall not require Member to pay for services in advance.

**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 OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
UNIVERSITY OF VERMONT MEDICAL CENTER

CONTRACT #46531
PAGE 15 OF 32

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.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
UNIVERSITY OF VERMONT MEDICAL CENTER

CONTRACT #46531
PAGE **21** OF **32**

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

(End of Standard Provisions)

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

1. **Definitions:** For purposes of this Attachment F, the term “Agreement” shall mean the form of the contract or grant, with all of its parts, into which this Attachment F is incorporated. The meaning of the term “Party” when used in this Attachment F shall mean any named party to this Agreement *other than* the State of Vermont, the Agency of Human Services (AHS) and any of the departments, boards, offices and business units named in this Agreement. As such, the term “Party” shall mean, when used in this Attachment F, the Contractor or Grantee with whom the State of Vermont is executing this Agreement. If Party, when permitted to do so under this Agreement, seeks by way of any subcontract, sub-grant or other form of provider agreement to employ any other person or entity to perform any of the obligations of Party under this Agreement, Party shall be obligated to ensure that all terms of this Attachment F are followed. As such, the term “Party” as used herein shall also be construed as applicable to, and describing the obligations of, any subcontractor, sub-recipient or sub-grantee of this Agreement. Any such use or construction of the term “Party” shall not, however, give any subcontractor, sub-recipient or sub-grantee any substantive right in this Agreement without an express written agreement to that effect by the State of Vermont.
2. **Agency of Human Services:** The Agency of Human Services is responsible for overseeing all contracts and grants entered by any of its departments, boards, offices and business units, however denominated. The Agency of Human Services, through the business office of the Office of the Secretary, and through its Field Services Directors, will share with any named AHS-associated party to this Agreement oversight, monitoring and enforcement responsibilities. Party agrees to cooperate with both the named AHS-associated party to this contract and with the Agency of Human Services itself with respect to the resolution of any issues relating to the performance and interpretation of this Agreement, payment matters and legal compliance.
3. **Medicaid Program Parties** (*applicable to any Party providing services and supports paid for under Vermont’s Medicaid program and Vermont’s Global Commitment to Health Waiver*):

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

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

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

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

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

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

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

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

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

5. **Non-Discrimination:**

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

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

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

6. **Employees and Independent Contractors:**

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

7. **Data Protection and Privacy:**

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

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

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

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

Data Breaches: Party shall report to AHS, through 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 through (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)

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
UNIVERSITY OF VERMONT MEDICAL CENTER

CONTRACT #46531
PAGE 28 OF 32

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.

AHS ATT. F 5/16/2018

ATTACHMENT G**STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)****for all Contracts and Purchases of Products and Services Using Federal Funds**(Revision date: *June 27, 2022*)**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 AND FEDERAL WATER POLLUTION CONTROL 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.
4. 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.
5. 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.
6. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2

C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

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

TERMINATION FOR CONVENIENCE

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

possession of the contractor and in which the State has or may acquire any interest.

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

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
UNIVERSITY OF VERMONT MEDICAL CENTER

CONTRACT #46531
PAGE 32 OF 32

ATTACHMENT H
Modifications to State Standard Attachments

- 1. Attachment C, Section 8 (Insurance) is hereby modified by deleting the following requirement:**

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.