

STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
THE NORTH HIGHLAND COMPANY LLC

PAGE 1 OF 31  
CONTRACT #47790

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 North Highland Company LLC, with a principal place of business in New York, NY, (hereinafter called “Contractor”). Contractor’s form of business organization is Limited Liability Company. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of developing a comprehensive Data Governance program for the Medicaid Data Warehouse and Analytics Solution (MDWAS). 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 \$492,766.00.

4. **Contract Term.** The period of Contractor’s performance shall begin on May 1, 2024 and end on April 30, 2026, with three (3) optional one-year extensions.

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

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

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

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

	State Fiscal Manager	Authorized State Representative(s)	For the Contractor
<b>Name:</b>	andria golden	Kristin McClure	Patrick Coakley
<b>Phone:</b>	802-241-0234	802-798-2668	617-306-7032
<b>E-Mail:</b>	<a href="mailto:andria.golden@vermont.gov">andria.golden@vermont.gov</a>	<a href="mailto:Kristin.McClure@vermont.gov">Kristin.McClure@vermont.gov</a>	<a href="mailto:Patrick.Coakley@NorthHighland.com">Patrick.Coakley@NorthHighland.com</a>

9. **Attachments.** This contract consists of 31 pages including the following attachments which are incorporated herein:

Attachment A – Statement of Work

Attachment B – Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/07/2023)

Attachment D – Modification of Customary Provisions

STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
THE NORTH HIGHLAND COMPANY LLC

- Attachment F – Agency of Human Services Customary Contract/Grant Provisions
- Attachment G – State of Vermont – Federal Terms Supplement (non-construction)
- Appendix I – Subcontractor Compliance Form
- Appendix II – Specification Order Form

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

- (1) Standard Contract
- (2) Attachment C
- (3) Attachment D
- (4) Attachment G
- (5) Attachment A
- (6) Attachment B
- (7) Attachment F
- (8) Appendix I
- (9) Appendix II

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


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

	STATE REPRESENTATIVE	CONTRACTOR
<b>Name:</b>	DVHA Legal Counsel	Patrick Coakley
<b>Address:</b>	Dept. of Vermont Health Access 280 State Dr., NOB 1 South Waterbury, VT 05671-1010	One Penn Plaza Suite 3205 New York, NY 10119
<b>Email:</b>	AHS.DVHALegal@vermont.gov	Patrick.Coakley@NorthHighland.com

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

By the State of Vermont:

Date: 4/29/2024

Signature:  DocuSigned by: ABEDE75BDF50473...

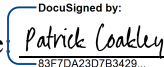
Name: Adaline Strumolo

Title: Interim Commissioner

Email: Adaline.Strumolo@vermont.gov

By the Contractor: The North Highland Company LLC

Date: 4/29/2024

Signature:  DocuSigned by: 83F7DA23D7B3429...

Name: Patrick Coakley

Title: Vice President

Email: patrick.coakley@northhighland.com

**ATTACHMENT A  
STATEMENT OF WORK**

The Contractor shall provide key personnel capable of providing the following services to the State:

**A. Ongoing Project Management Functions:**

1. Draft and submit weekly project status reports due by noon each Friday to the State throughout the duration of the Contract.
2. Draft and submit a weekly Microsoft Project Plan (.mpp) due by noon each Friday for integration into the MDWAS Master Project Schedule.
3. Conduct weekly project status meetings with the State on an agreed upon date and time throughout the duration of the Contract.
4. Draft, submit for approval, and update a risk register as needed and/or identified by the State. Contractor must adhere to State's Risks, Actions, Issues, Decisions (RAID) process.
5. Draft, submit for approval, and update all milestone deliverables as necessary.

**B. Deliverable Expectation Document (DED)** – For each project deliverable, a DED is required by the date identified within the Master Project Schedule. The purpose of a DED is to ensure a common understanding between the State and the Contractor regarding the scope, content, and structure of the deliverable prior to beginning work. The DED must provide a description, objective, outline, and representative draft content for each deliverable, as well as acceptance criteria. The State and the Contractor will establish a mutually agreed upon cadence for which the DED review and approval process will adhere. DEDs may be reopened based on mutual agreement between the State and Contractor.

**C. Deliverable Acceptance Document (DAD)** – Upon completion of each deliverable, the Contractor must complete and submit a DAD for State review and approval. The DAD must ensure the requirements of the deliverable, as stated in the DED, of the deliverable are met, approved, and accepted by the State, thus verifying that all work is complete and that all the acceptance criteria have been met. Approval of a DAD must be preceded by a thorough walkthrough of the deliverable by the Contractor and a formal review process of the deliverable with the State and Contractor. The State and the Contractor will establish a mutually agreed upon cadence to which the DAD review and approval process will adhere. Once a DAD is approved, the Contractor can submit an invoice for payment in accordance with Attachment B.

**D. Milestones**

**Milestone 1: Execute Stakeholder Engagement Plan, MDWAS Data Governance Charter, and Data Gathering Plan upon State Approval**

**1.1 Stakeholder Engagement Plan-** The contractor shall:

- 1.1.1 Identify key stakeholders and Subject Matter Experts (SMEs).
- 1.1.2 Create a questionnaire and distribute a survey to a list of stakeholders produced by the State.
- 1.1.3 Create a questionnaire and conduct interviews and facilitated sessions.
- 1.1.4 The Contractor will use data generated from the interviews and surveys to surface key priorities for Strategy, Data Governance, and Integration. These interviews and surveys will also inform the change management actions to assess stakeholders and understand potential change challenges.
- 1.1.5 Hold review meetings (group or individual) to validate current state assessment.

**1.2 MDWAS Data Governance Charter-** Contractor shall work with the State to create a data governance charter which details the goals, roles, and responsibilities of Data Governance required for the MDWAS project.

**1.3 Data Gathering Plan-** The contractor shall:

- 1.3.1 Conduct current-state assessment.
- 1.3.2 Inventory and assess key systems, data domains, and technologies.
- 1.3.3 Gather and review existing documentation to gain an initial understanding of the future state data governance vision and case for change.
- 1.3.4 Document data functions at a high level including key issues, barriers, and opportunities.
- 1.3.5 Document key business drivers and high-level data management requirements.

**1.4 Communications Management Plan**

- 1.4.1 The Communication Management Plan must identify project stakeholders, define their communication needs, and ensure that all planned communications are tracked and executed. The Plan must also define communication storage procedures and include a Communication Effectiveness Evaluation to ensure continued efficacy of stakeholder communications as well as an escalation management procedure.

**1.5 Change Management Plan**

- 1.5.1 The Change Management Plan describes the process for managing project changes and modifications. The Change Management Plan will document the change communication process and the stakeholders who must receive the communication.

**1.6 Data Security Framework**

The Contractor must ensure compliance with State and Federal laws, rules, regulations, standards, and guidelines to include the following:

- a. NIST Publication 800-53 current revision
- b. Latest version of MARS-E
- c. Federal Information Processing Standard (FIPS) 200
- d. The American Recovery and Reinvestment Act (ARRA)
- e. Patient Protection and Affordable Care Act (PPACA)
- f. Title XIX of the Social Security Act
- g. Title II, Subtitle F, Sections 261 through 264 of the HIPAA, Pub. L. 104 191
- h. Medicaid IT Supplement 11 01 v1.0, Enhanced Funding Requirements: CMS Conditions and Standards (C&S) focus areas.

**1.7 Data Sharing Framework**

The Data Sharing Framework must ensure a structured approach for sharing data securely and efficiently. Framework must also ensure that data is made available to a defined group of stakeholders while maintaining controls and restrictions on its use. This data sharing framework must be aligned to the HIE Data Governance Council.

**1.8 Data Steward Framework**

The Data Steward Framework must ensure that data is accessible, consistent, usable and secure. The Framework must also ensure that policies defined by data governance are implemented and complied with. The framework should include clearly defined roles and responsibilities of data stewards.

**Milestone 2: Submit MDWAS Data Governance Outline to the State**

2. The Contractor shall work with AHS data governance groups (i.e. HIE Data Governance Council,) to establish the future-state vision and framework across people, process, and technology.
  - 2.1 Create the Data Governance Council meeting agenda and frequency schedule.
  - 2.2 Conduct workshops with key DVHA stakeholders and SMEs for each in-scope process to gather feedback and requirements on roles and responsibilities, functional gaps, and support process needs. The goal of the workshops will be to clarify organizational alignment and goals around strategy, data governance, data architecture and integration capabilities.
  - 2.3 Document workshop results.
  - 2.4 Work with the Data Governance Council to build out the Data Governance Outline, detailing the recommended organizational structure, operating model, and roles and responsibilities.
  - 2.5 Assess the landscape of available tools and make recommendations appropriate for DVHA goals and environment. These recommendations will be presented to stakeholders to solicit feedback, which is then incorporated into the Data Governance Outline.
  - 2.6 Define a strategy for addressing risks to stakeholder adoption and prepare plans for communicating and educating stakeholders.

**Milestone 3: Submit Draft MDWAS Data Governance Plan**

3. Contractor will leverage the outreach from Milestones 1 and 2 to inform and develop the draft MDWAS Data Governance and organizational structure documents. The contractor shall:
  - 3.1 Stand up a new MDWAS Data Governance Council.
  - 3.2 Review future state target architecture with stakeholders to identify dependencies, priorities, and complexities.
  - 3.3 Prioritize individual or groups of initiatives.
  - 3.4 Develop roadmap of initiatives to facilitate movement to future state.
  - 3.5 Reduce future state initiatives and target models into actionable projects and identify the projects that will produce easy and early results.
  - 3.6 Conduct validation reviews of strategy and roadmap with key stakeholders and subject matter experts.
  - 3.7 Recommended KPIs/metrics to use for MDWAS data governance management.

**Milestone 4: Submit Final MDWAS Data Governance Plan**

4. Based on feedback from the State, the Contractor shall revise/edit/modify the draft MDWAS Data Governance Plan from Milestone 3 to a final version the State can use for implementation.

**Milestone 5: Submit Draft MDWAS Data Governance Council Meeting Agenda, Content, Frequency, Documentation**

5. Contractor will utilize the tasks and key outputs from Milestone 2 to inform and develop a framework for MDWAS Data Governance Council Meeting Agendas, Content, and Frequency for the duration of the contract period. The data governance model and council must align and work with the existing HIE Data Governance Council.

**Milestone 6: Submit Final MDWAS Data Governance Council Meeting Agenda, Content, Frequency, Documentation**

6. Based on feedback from the State, the contractor shall revise/edit/modify the draft MDWAS Data Governance Council Meeting Agenda, Content, Frequency, Documentation from Milestone 5 to be a final version the State can use for implementation.

**Milestone 7: Develop User Training and Operations Plan**

7. The Contractor shall create a User Training and Operations Plan that includes:

**STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
THE NORTH HIGHLAND COMPANY LLC**

**PAGE 6 OF 31  
CONTRACT #47790**

- 7.1 Identified training and educational opportunities for data governance resources (e.g., Data Steward training) and Department leadership that will be incorporated into the future state recommendations and operationalization roadmap including communication, sponsorship, training, and coaching.
- 7.2 Policies for establishing maintenance of metadata items such as data models, data dictionaries, and business glossaries.
- 7.3 A training assessment approach, recommended curriculum structure, and activities around evaluation and training completion for stakeholder groups.
- 7.4 Metrics in the following categories to measure progress:
  - 7.4.1 Data Accessibility
  - 7.4.2 Data Accuracy
  - 7.4.3 Data Completeness
  - 7.4.4 Data Consistency
  - 7.4.5 Data Compliance
  - 7.4.6 Training/Education
  - 7.4.7 Data Efficiency
  - 7.4.8 Data Privacy and Security
  - 7.4.9 User Satisfaction
  - 7.4.10 Number of trouble tickets opened/closed

**E. Ad Hoc Services**

1. At the request of the State, Contractor shall provide ad-hoc tasks related to work already defined in this Attachment A. The State may initiate Specification Orders by requesting a Specification Order proposals from the Contractor. Each Specification Order proposal shall be set forth in the form Attached as Appendix II to this Contract. No Specification Order entered into hereunder shall in any way amend, conflict with or supersede this Contract and any such provisions of a Specification Order which purport to amend, conflict or supersede this Contract shall be void and have no effect.
2. Specification Orders shall not be used to modify the scope of services, change the maximum term or other terms under this Contract. The total amount of all Specification Orders which may be approved in accordance with the Specification Order process is further described in Attachment B.
3. Specification Orders shall be initiated only with the approval of the State Authorized Representative.
4. The Contractor may submit proposed modifications or refuse any Specification Order submitted by the State.
5. The State will respond to the Contractor's proposed modifications or refuse the proposed modifications.
6. A Specification Order which is agreed to by the Contractor and the State shall be deemed fully approved when the Specification Order Form is signed by all parties indicated in the approval signatures section of the form, before any work specified in the Specification Order Form may commence.
7. The Specification Order specification of work ("SOW") must be included with or affixed to the Specification Order Form and this specification must indicate the schedule, scope, source of funds, payment provisions, points of contact, ownership of data, any applicable data use agreement, and a description of the specific work to be performed.
8. A Specification Order may not substantially deviate from the scope of this contract or deviate from any term in any part or attachment to or of this contract.
9. The Specification Order process shall not be used in lieu of the amendment process where an amendment is appropriate.
10. Specification Orders may be initiated at the discretion of the State.
11. Changes to a Specification Order shall be accomplished by written modification as agreed to by both the State and the Contractor and will be reflected in a new Specification Order. The State shall use the Specification Order Form attached to this contract, as Appendix II, to initiate a Specification Order.

**ATTACHMENT B  
 PAYMENT PROVISIONS**

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

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
  - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
  - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # 47790 for this contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall not be submitted more frequently than monthly.
5. Invoices shall be submitted to the State at the following address: [AHS.DVHAInvoices@vermont.gov](mailto:AHS.DVHAInvoices@vermont.gov).
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:

Milestones	Due Date	Amount per Deliverable
Deliverable 1: Execute Stakeholder engagement plan, MDWAS Data Governance Charter, and data gathering plan upon State approval	Upon Completion*	\$100,000.00
Deliverable 2: Submit MDWAS Data Governance Outline to State	Upon Completion*	\$65,000.00
Deliverable 3: Submit Draft MDWAS Data Governance Plan	Upon Completion*	\$75,000.00
Deliverable 4: Submit Final MDWAS Data Governance Plan	Upon Completion*	\$75,000.00
Deliverable 5: Submit Draft MDWAS Data Governance Council meeting agenda, content, frequency, documentation	Upon Completion*	\$25,000.00

**STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
THE NORTH HIGHLAND COMPANY LLC**

**PAGE 8 OF 31  
CONTRACT #47790**

Deliverable 6: Submit Final MDWAS Data Governance Council meeting agenda, content, frequency, documentation	Upon Completion*	\$25,000.00
Deliverable 7: Develop User Training and Operations Plan	Upon Completion*	\$115,000.00
Medicaid Data Governance Ad Hoc	Upon Completion*	\$12,766.00
<b>Total</b>		\$492,766.00

\* Deliverable dates will be confirmed in the Master Project Schedule at the Contract initiation.



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

**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. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. 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 regarding 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: A.** 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.

**B.** 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 any act or omission of the Party in connection with the performance of this Agreement.

**C.** 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.

STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
THE NORTH HIGHLAND COMPANY LLC

PAGE 10 OF 31  
CONTRACT #47790

**D.** 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:** During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.

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

**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. Use and Protection of State Information:**

**A.** As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").

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

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

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

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

**D.** If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:

- i.** industry-standard firewall protection;
- ii.** multi-factor authentication controls;
- iii.** encryption of electronic Confidential State Data while in transit and at rest;

STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
THE NORTH HIGHLAND COMPANY LLC

PAGE 11 OF 31  
CONTRACT #47790

- iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
- v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;
- vi. training to implement the information security measures; and
- vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.

E. No Confidential State Data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the United States, except with the express written permission of the State.

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

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

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

**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 this 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, and shall include this provision in all subcontracts for work performed in Vermont. 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. Offset:** The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

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

**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, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support

STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
THE NORTH HIGHLAND COMPANY LLC

PAGE 12 OF 31  
CONTRACT #47790

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

**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), as amended by Section 17 of Act No. 142 (2010) and by Section 6 of Act No. 50 (2011).

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 ("Confidentiality and Protection of State Information"); 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. Regulation of Hydrofluorocarbons:** Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

**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: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

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

**24. Vermont Public Records Act:** Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information 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 lockouts) ("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 use the State's logo or otherwise 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 this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement 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 Agreement immediately, and the State shall have no obligation to pay Party 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 Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. 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.

**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:**

STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
THE NORTH HIGHLAND COMPANY LLC

PAGE 14 OF 31  
CONTRACT #47790

**A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, 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.

(End of Standard Provisions)

STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
THE NORTH HIGHLAND COMPANY LLC

PAGE 15 OF 31  
CONTRACT #47790

**ATTACHMENT D  
MODIFICATION OF CUSTOMARY PROVISIONS  
OF  
ATTACHMENT C OR ATTACHMENT F**

**1. The requirements contained in Attachment C; Section 7 are hereby modified:**

*Notwithstanding Section 7 of Attachment C, the following section A, is hereby deleted and replaced as follows:*

**7. Defense and Indemnity: A.** The Party shall defend the State and its officers and employees against all third-party claims or suits to the extent 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.

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, 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

STATE OF VERMONT, CONTRACT FOR SERVICES  
 DEPARTMENT OF VERMONT HEALTH ACCESS  
 THE NORTH HIGHLAND COMPANY LLC

PAGE 19 OF 31  
 CONTRACT #47790

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.

STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
THE NORTH HIGHLAND COMPANY LLC

PAGE 20 OF 31  
CONTRACT #47790

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

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

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

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

10. **Other Provisions:**

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

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

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

**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.

STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
THE NORTH HIGHLAND COMPANY LLC

PAGE 21 OF 31  
CONTRACT #47790

**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)**  
(Revision date: July 19, 2023)

**PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

**CLEAN AIR ACT**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**FEDERAL WATER POLLUTION CONTROL ACT**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

**CONTRACTOR BREACH, ERRORS AND OMISSIONS**

**STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
THE NORTH HIGHLAND COMPANY LLC**

**PAGE 23 OF 31  
CONTRACT #47790**

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

**TERMINATION FOR CONVENIENCE**

1. General
  - a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
  - b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
  - c. No compensation will be allowed for items eliminated from the Contract.
  - d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.

**STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
THE NORTH HIGHLAND COMPANY LLC**

**PAGE 24 OF 31  
CONTRACT #47790**

- 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, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
THE NORTH HIGHLAND COMPANY LLC

PAGE 25 OF 31  
CONTRACT #47790

**Appendix I – Required Forms  
Department of Vermont Health Access  
Subcontractor Compliance Form**

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

Original Contractor/Grantee Name: \_\_\_\_\_ Contract/Grant #: \_\_\_\_\_

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

Scope of Subcontracted Services:

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

Is any portion of the work being outsourced outside of the United States?  YES  NO

**(If yes, do not proceed)**

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

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
THE NORTH HIGHLAND COMPANY LLC

PAGE 26 OF 31  
CONTRACT #47790

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

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

**False Claims Act:** 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.

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

**Taxes Due to the State:**

- 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 the 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.

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.

STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
THE NORTH HIGHLAND COMPANY LLC

PAGE 27 OF 31  
CONTRACT #47790

**Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the 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.

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

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

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

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

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

**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 continental United States, except with the express written permission of the State.

STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
THE NORTH HIGHLAND COMPANY LLC

PAGE 28 OF 31  
CONTRACT #47790

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



**SO-###  
MDWAS Document SO  
ADS Contract #####  
Specification Order Version 1.0**

STATE OF VERMONT, CONTRACT FOR SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
THE NORTH HIGHLAND COMPANY LLC

PAGE 29 OF 31  
CONTRACT #47790

**Revision History**

Date	Version	Description	Author

**Specification Order**

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

<b>Change type</b>	Scope	Quality	Schedule	Cost
--------------------	-------	---------	----------	------

**Description**

**In Scope / Requirements**

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

**Assumptions**

**High Level Schedule\***

<i>Activity/Task</i>	<i>Start Date</i>	<i>End Date</i>

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

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

**Out of Scope**

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

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

<i>Milestone</i>	<i>Amount</i>

--	--

**Project Impact**

**Scope:**

**Schedule:**

**Cost:**

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

**Quality:**

**Approvals**

Organization	Role	Name	Signature