



Agency of Human Services | Department of Vermont Health Access
280 State Drive NOB 1 South | Waterbury VT 05676
802-879-5900 phone |802-241-0260 fax

SEALED BID

REQUEST FOR PROPOSAL

Blueprint for Health Quality Improvement Practice Facilitators

Requisition Number: 03410-120-24

ISSUE DATE	January 11, 2024
QUESTIONS DUE	Ongoing
STATE'S RESPONSE TO QUESTIONS	Ongoing
RFP RESPONSES DUE BY	This RFP will remain open until filled
SELECTION NOTIFICATIONS	This RFP will remain open until filled
PROPOSED START DATE OF CONTRACT	This RFP will remain open until filled

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND ADDENDUMS ASSOCIATED WITH THIS RFP WILL BE POSTED AT:

<https://www.vermontbusinessregistry.com/>

THE STATE WILL MAKE NO ATTEMPT TO CONTACT INTERESTED PARTIES WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH BIDDER TO PERIODICALLY CHECK THE ABOVE WEBPAGE FOR ANY AND ALL NOTIFICATIONS, RELEASES AND ADDENDUMS ASSOCIATED WITH THIS RFP.

STATE CONTACT: andria golden, Financial Manager I
E-MAIL: andria.golden@vermont.gov
AHS.DVHAGrantsContracts@vermont.gov

1. OVERVIEW:

- 1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP) the Department of Vermont Health Access (DVHA) (hereinafter the “State”) is seeking to establish contracts with one or more companies that can provide Blueprint for Health Quality Improvement Facilitators. More detail is provided in Section 2 of this RFP.
- 1.2. **CONTRACT PERIOD:** Contracts arising from this RFP will be for a State determined period of 1 (one) year with an option to renew for up to three (3) additional twelve-month periods **or** 2 (two) years with an option to renew for up to two (2) additional twelve-month periods. The State anticipates the start date for such contract(s) will be determined based on when a successful bid is received.
- 1.3. **SINGLE POINT OF CONTACT:** All communications concerning this RFP are to be addressed in writing to the State Contact listed on the front page of this RFP. Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.
- 1.4. **BIDDERS’ CONFERENCE:** A bidders’ conference will not be held remotely at the date and time indicated on the front page of this RFP.
- 1.5. **QUESTION AND ANSWER PERIOD:** Any bidder requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for question indicated on the first page of this RFP. Questions may be e-mailed to the point of contact on the front page of this RFP. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period a copy of all questions or comments and the State’s responses will be posted on the State’s web site <https://www.vermontbusinessregistry.com/>. Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.
- 1.6. **CHANGES TO THIS RFP:** Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at <https://www.vermontbusinessregistry.com/>. Modifications from any other source are not to be considered.
- 1.7. **RFP Bidder Assistance:** If a bidder requires assistance in preparing their proposal or needs guidance on socioeconomic certifications, the bidder may contact the Procurement Technical Assistance Center (PTAC). PTAC specializes in helping small businesses navigate the documentation associated with State and Federal procurement. Their website is: <https://accd.vermont.gov/economic-development/programs/ptac>

2. DETAILED REQUIREMENTS/DESIRED OUTCOMES:

- 2.1. The State is seeking to establish contracts with one or more qualified bidders to serve as “Quality Improvement (QI) Facilitators” supporting quality improvement capacity in primary care, specialty care, and community collaboratives under the Blueprint for Health (Blueprint) program. QI facilitators support practices and communities to improve patient outcomes and experiences by supporting implementation of the Blueprint’s programs and coaching practices through quality improvement processes. The Blueprint for Health is a comprehensive delivery system program that has developed payment reforms, operational infrastructure (the Transformation Network), and an evaluation framework to support the implementation of a strong foundation of Primary Care, enhanced coordination and shared management of patient needs with Social Needs and Specialty Care Providers, and Community Collaborative support for multi-sector population health planning and responsiveness.

The Blueprint’s design work responds to the emerging needs of Vermonters and the latest opportunities in health and human services reform, creating change in the delivery system. This work began with patient-centered primary care and community health, then a system of treatment for opioid use disorder, and is now addressing the social determinants of health, mental health, and substance use needs. The Blueprint Transformation Network of locally hired Program Managers, Community Health Team Leaders, and Quality

Improvement Facilitators work with ACO and community-based partners to lead the implementation of these innovations in practices and communities across Vermont.

Major components of the State's health system reform include:

2.1.1. Practice Transformation:

- a) Transforming primary care practices using the Patient Centered Medical Home model, which enables Vermonters to have:
 - i. an ongoing relationship with a primary care provider who provides continuous and comprehensive care;
 - ii. a provider-led team that collectively cares for them;
 - iii. a holistic experience, which includes acute, chronic, preventative, and end-of-life care;
 - iv. care that is coordinated across all elements of the health system and community;
 - v. high quality care that is based on evidence-based practices; and
 - vi. enhanced access and communication with their care team.
- b) Implementation of specific models of care that support population needs related mental health, substance use, and pregnancy/maternal health, such as in the Hub and Spoke Model and pregnancy intention initiative.
- c) Expanding screening, inclusive of medical, social, mental, and developmental needs, substance use, and pregnancy intention.
- d) Integrating mental health and substance use providers into primary care, allowing for short term and ongoing mental health and substance use care to occur in practices across Vermont where people receive ongoing care.
- e) Integrating Community Health Teams, allowing for support with care management and coordination, addressing social determinant of health needs, and accessing specialized medical, behavioral, or substance use team-based services.

2.1.2. Coordination among Primary Care, Social Services, and Specialty Care Providers

- a) Supporting effective referral management practices and connection to the local network of health, social, economic, and community service providers.
- b) Enabling alignment of care management with population needs, implementing strategies such as:
 - i. Personalized care plans;
 - ii. Coordination of specialty referrals;
 - iii. Assistance with ancillary services;
 - iv. Referrals to and coordination with community services;
 - v. Self-management support; and
 - vi. Outreach.
- c) Supporting Specialty practices to work with Primary Care and other referring clinicians, providing access and communication, identifying and coordinating patient populations, planning and managing care, tracking and coordinating care, and measuring and improving performance.

2.1.3. Community Collaborative support for multi-sector population health planning and responsiveness

- a) Supporting community collaboratives to measure, monitor, and continuously improve upon population health needs, and specifically addressing:
 - i. Access to Primary Care;
 - ii. Access to Specialty Care;
 - iii. Access to Community Services; and
 - iv. Community Health Team impact on population health needs.
- b) Facilitating cross organization quality improvement projects to improve population health outcomes and increase value of care.

To support the implementation of these components, the Blueprint has developed a team of trained individuals known as QI facilitators with the skills to help practices, integrated care teams, communities, and programs build the capacity to improve care through use of evidence-based guidelines, innovative strategies and quality improvement approaches including data-driven quality improvement methods.

The State is seeking quality improvement facilitators who will participate in QI team and implement these components of care. QI facilitators work with multi-disciplinary teams in primary care practices, pregnancy intention initiative practices and providers, substance use disorder treatment providers, integrated care teams, specialty substance abuse and mental health treatment programs, and community collaboratives to implement and manage continuous quality improvement. Relationships between QI facilitators and practices, integrated care teams, and programs are long term and interventions are based on the needs and vision of the entities served. Interventions may vary based on an organization's size, patient population, organizational structure, partnerships with other practices and organizations, community, and type of care provided.

Activities of QI facilitators may include:

- Providing training and project implementation support/coaching for the Blueprint models of care.
- Supporting practices to achieve required external and/or internal standards and annual requirements identified by the Blueprint for Health, such as Patient Centered Medical Home (PCMH) National Committee on Quality Assurance (NCQA) recognition/annual reporting.
- Providing QI support in the form of QI methods training, facilitation of improvement projects, and consultation to practice quality improvement teams.
- Guiding identification of improvement aims and objectives, identification and interpretation of data and measures, conduct root cause and process analysis, and facilitate intervention selection.
- Supporting teams to integrate new evidence-based practices and clinical guidelines.
- Assisting teams to document and scale quality practices, participation in shared learning events, and sharing best practices and lessons learned to other teams.
- Effectively using information technology systems such as clinical registries, electronic medical records systems, the Health Information Exchange, Vermont Information Technology Leaders, Inc. (VITL), and portals to improve patient care.

QI facilitators also work to disseminate information among practices, integrated care teams and organizations on innovative strategies to achieve improvements in care. This sharing of knowledge and experiences may occur by connecting entities for one-to-one consultation or mentoring, sharing change cycles from one entity with another, or facilitating collaborative learning sessions for groups of practices, integrated care teams and/or programs. This may include creating and/or participating in learning collaborative opportunities for practices, both locally and statewide.

The bid should indicate which role is being applied for:

A) Contractor will serve as a General Facilitator (1.0 FTE) to work with approximately 8 to 15 Primary Care and/or other participating Medication Assisted Treatment and pregnancy intention initiative practices within a Health Service Area; the specific number of practices will be determined by the needs of the practices and discussion between the State and the Contractor. The Contractor will support the practice to maintain integrity with the Blueprint for Health models of care, and support the practice to use continuous quality improvement practices in response to practice/community identified needs/opportunities, external requirements, and statewide health reform efforts.

B) Contractor will serve as a Specialized Facilitator (1.0 FTE) to support the implementation of Mental Health Care and Substance Use Treatment Integration into Primary Care and other Blueprint practices, and implement standards of care to support social determinant of health, mental health, and substance use needs. This role will work with practice teams and organizations to integrate Behavioral Health Clinicians (Psychologists, Therapists, Social Workers, Nurses, and Community Health Workers) and enhance Primary

Care capacity for addressing mental health and substance use needs across geographic regions of the State. The Specialized Facilitator may also support Specialty Care practices that specialize in mental health and substance use treatment to provide greater access and coordination of services across providers.

C) Contractor will serve as a Specialized Facilitator (1.0 FTE) to support to support State identified models of care/system delivery and quality improvement activities related to Blueprint for Health and the State's Health Reform priorities, such as strengthening local collaboration to address population health, social, and other needs. This role may work with Community Health Teams, Community Collaboratives, or Accountable Communities for Health across the state to support the use of data-driven, quality improvement focused, community engaged, multi-sectoral interventions.

Facilitators may be expected to work in diverse practice settings including substance use clinics, reproductive health and family planning clinics, which may include Planned Parenthood clinics, and primary care practices. Generally, Facilitators are expected to meet weekly or bi-weekly with each multi-disciplinary practice/integrated care/program team. Work will be tailored to help each practice succeed in implementation of the State's Health Reform system components listed under scope and background.

The Contractor shall ensure that QI facilitation work includes:

- Assisting practices with forming a functional multi-disciplinary quality improvement team;
- Ensuring leadership involvement and communication;
- Encouraging/fostering practice ownership and support for Continuous Quality Improvement to improve patient-centered care;
- Initiating work with the practice team to incorporate a Model for Improvement, such as the Plan-Do-Study-Act (PDSA) cycle, into daily practice to improve care and measure change;
- Ensuring that practices develop an action plan to prepare for or maintain NCQA recognition. Supporting specialty practices to meet program standards for the Medication Assisted Treatment (MAT) initiative;
- Supporting practices to meet pregnancy intention initiative participation requirements;
- Supporting practice teams in the implementation of continuous quality improvement activities, including use of Blueprint, practice, HSA, and ACO data, shared decision making, self-management support, panel management, or mental health and substance abuse treatment into clinical practice;
- Supporting practices in participating in community forums and participating in at least one (1) community-identified quality improvement project at the community level;
- Supporting the incorporation of CHTs and other health and community services into practice workflow;
- Participating in regular phone calls with the State, regularly scheduled meetings of the QI facilitators, and other ad-hoc conference calls, meetings, or trainings with State and other QI facilitators;
- Encouraging innovative strategies for communication and learning between practices, such as learning collaboratives or online learning environments;
- Participating in learning collaborative activities with assigned practices;
- Assessing QI activities across organizations;
- Supporting community-level quality initiatives, including facilitating workgroup projects as directed by the Blueprint QI Coordinator, community leaders, and statewide collaboratives;
- Leading or participating in the planning team for at least one (1) learning collaborative; and
- Mentoring and being mentored by a peer facilitator.

2.2. **WORK TIME AND LOCATION:** The Contractor shall be expected to work in primary care medical practices, pregnancy intention initiative practices and providers, specialty providers, and/or practices providing substance abuse treatment within a designated geographic region, in integrated community teams in designated communities, or across the entire state as agreed upon between the Contractor and the State.

The State believes that the effort required to complete the work under this contract will equal up to 40 hours per week and may require early morning and evening activities in addition to the regular business day.

The Contractors will be geographically distributed to ensure statewide services. Preference will be given to Vermont-based facilitators. Any out-of-state bidders must describe how they would provide in-person support to Vermont practices.

Regular meetings in a central location in the state and/or community and participation in trainings both within and outside of the state should be anticipated. Contractors must have sufficient IT capacity to participate in regular online meetings.

QI facilitators may be assigned to work with practices and integrated community teams in particular geographic areas or according to skillset match with Blueprint program implementation needs.

- 2.3. **REPORTING:** Ongoing documentation and evaluation is required under this contract to include:
- Regular meetings between the QI Facilitator and each assigned practice (every two weeks or at a frequency agreed upon between the QI Facilitator and the practice and approved by the State);
 - Establish a timeline with a plan to achieve program implementation and/or practice recognition and reporting on the status of meeting program requirements and or the NCQA recognition timeline;
 - Establish a timeline and report on progress of ongoing quality improvement initiatives in practices, including at least one (1) community-identified quality improvement project at the community level;
 - Practice learning collaborative participation (locally or at the State level);
 - Establish a mentoring plan for at least one (1) new facilitator (as requested by the State); and
 - Monthly practice reports on template provided by the State, practice records, meeting minutes, and QI project documentation to be made available upon request.
- 2.4. **EDUCATION & EXPERIENCE:** To qualify to bid on these proposals, bidder must have the following education, experience, and skills:
- 2.4.1. **Education:**
- a. Licensed Health Provider or Master's degree in a health care or public health related field (preferred), or
 - b. Bachelor's degree plus 2 years health care, public health, or related experience, or
 - c. Five years health care, public health, or related experience.
- 2.4.2. **Training and Credentials:**
- a. NCQA training on Patient Centered Medical Home Recognition (and other associated programs) must be completed within the first month of the contract, as applicable.
 - b. Contractor is strongly encouraged to obtain their Certified Professional in Healthcare Quality (CPHQ) Certification within two years of contract start date.
- 2.4.3. **Clinical Experience and Orientation Experience:**
- a. Experience:
 - i. Worked in a primary care or specialty clinical practice or other health care or community service setting.
 - ii. Worked in a practice or organization that provides co-occurring mental health and substance use disorder treatment.
 - b. Skills:
 - i. Knowledge of the terminology and systems used in primary care, other health care or community settings, or practices providing addictions and co-occurring mental health treatment.
- 2.4.4. **Professional Skills:**
- a. Communicate effectively with diverse professionals within multi-disciplinary primary care teams or community teams;
 - b. Identify and manage conflict;
 - c. Mediate challenging relationships and divergent viewpoints;
 - d. Resilience in the face of complex demands;
 - e. Comfort with change and evolution of program priorities; and

- f. Recognition of when a facilitator should play a leadership versus a team facilitation role and ability to foster leadership among team members (direct vs. facilitative guidance).
- 2.4.5. **Quality Improvement and Systems Thinking:**
 - a. Recognize the relationship between primary care providers, community service providers, substance abuse treatment and the complex system of healthcare delivery;
 - b. Apply change processes and organizational theory to improve patient outcomes and decrease costs; and
 - c. Mastery of a large area of complex change content, including information about quality improvement methods and tools, the use of data to drive improvement, supporting team development, and patient centered-planned care.
- 2.4.6. **Technology Proficiency:**
 - a. Proficiency in the use of technology to facilitate business processes; and
 - b. Adept and able to quickly learn to use new information technology systems and programs.
- 2.4.7. **Effective Utilization of Data to Drive Change:**
 - a. Demonstrated use of data to identify the need for change and to evaluate outcomes.

3. GENERAL REQUIREMENTS:

- 3.1. **PRICING:** Bidders must price the terms of this solicitation at their best pricing. Any and all costs that Bidder wishes the State to consider must be submitted for consideration. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State.
 - 3.1.1. Prices and/or rates shall remain firm for the initial term of the contract. The pricing policy submitted by Bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required.
 - 3.1.2. **Cooperative Agreements.** Bidders that have been awarded similar contracts through a competitive bidding process with another state and/or cooperative are welcome to submit the pricing in response to this solicitation.
 - 3.1.3. **Retainage.** In the discretion of the State, a contract resulting from this RFP may provide that the State withhold a percentage of the total amount payable for some or all deliverables, such retainage to be payable upon satisfactory completion and State acceptance in accordance with the terms and conditions of the contract.
- 3.2. **STATEMENT OF RIGHTS:** The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Failure of bidder to respond to a request for additional information or clarification could result in rejection of that bidder's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.
 - 3.2.1. **Best and Final Offer (BAFO).** At any time after submission of Responses and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a BAFO. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.
 - 3.2.2. **Interview.** An in-person or webinar interview by the Bidder may be required by the State if it will help the State's evaluation process. The State will factor information presented during the interview into the evaluation. Bidders will be responsible for all costs associated with attending an interview.

3.3. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENTS:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), Bidders must comply with the following provisions and requirements.

3.3.1. **Self Reporting:** For bid amounts exceeding \$250,000.00, Bidder shall complete the appropriate section in the attached Certificate of Compliance for purposes of self-reporting information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.

3.3.2. **Subcontractor Reporting:** For bid amounts exceeding \$250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with 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). This requirement does not apply to subcontractors providing supplies only and no labor to the overall contract or project. This list **MUST** be updated and provided to the State as additional subcontractors are hired. A sample form is attached as Appendix I to this RFP. **The subcontractor reporting form is not required to be submitted with the bid response.**

3.4. **EXECUTIVE ORDER 05-16: CLIMATE CHANGE CONSIDERATIONS IN STATE PROCUREMENTS:**

For bid amounts exceeding \$25,000.00 Bidders are requested to complete the Climate Change Considerations in State Procurements Certification, which is included in the Certificate of Compliance for this RFP.

After consideration of all relevant factors, a bidder that demonstrates business practices that promote clean energy and address climate change as identified in the Certification, shall be given favorable consideration in the competitive bidding process. Such favorable consideration shall be consistent with and not supersede any preference given to resident bidders of the State and/or products raised or manufactured in the State, as explained in the Method of Award section. But, such favorable consideration shall not be employed if prohibited by law or other relevant authority or agreement.

3.5. **METHOD OF AWARD:** Awards will be made in the best interest of the State. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given first to resident bidders of the state and/or to products raised or manufactured in the state, and then to bidders who have practices that promote clean energy and address climate change, as identified in the applicable Certificate of Compliance.

3.5.1. **Evaluation Criteria:** Consideration shall be given to the Bidder's project approach and methodology, qualifications and experience, ability to provide the services within the defined timeline, cost, and/or success in completing similar projects, as applicable, and to the extent specified below.

3.5.2. **Minimum Requirements:** Each proposal will be reviewed to ensure it is sufficiently responsive to the RFP to allow a complete evaluation. Failure to comply with the instructions to bidders shall deem the proposal non-responsive and subject to rejection without further consideration. The State reserves the right to waive minor irregularities.

3.5.3. Proposals will be deemed to have either passed or failed the Minimum Requirements. The State reserves the right to reject any and all proposals.

3.5.4. Any pricing proposal that is incomplete, exceeds \$100,000 per year, 1.0 per full time equivalent or in which there are significant inconsistencies or inaccuracies may be rejected by the State.

Evaluation of RFP Minimum Requirements Only those proposals passing minimum requirements will be considered.	Pass/Fail
Evaluation of the Bidder's Education & Experience: DHVA will evaluate the education and experience of the bidder.	30 points
Evaluation of Capacity to Perform Work: DHVA will determine to what extent the bidder has the capabilities to take on the work generated by the resulting Contract. This evaluation may include, at the State's discretion, a panel interview and a reference check.	50 points
Evaluation of Financial Proposals: The financial proposal will be examined to determine if it meets requirements and is consistent with industry pricing.	20 points

- 3.6. **CONTRACT NEGOTIATION:** Upon completion of the evaluation process, the State may select one or more bidders with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State. In the event State is not successful in negotiating a contract with a selected bidder, the State reserves the option of negotiating with another bidder, or to end the proposal process entirely.
- 3.7. **COST OF PREPARATION:** Bidder shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made.
- 3.8. **CONTRACT TERMS:** The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form and Attachments C, D, E, F, and G as attached to this RFP for reference.
- 3.8.1. **Business Registration.** To be awarded a contract by the State of Vermont a bidder (except an individual doing business in his/her own name) must be registered with the Vermont Secretary of State's office <https://sos.vermont.gov/corporations/registration/> and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/> .
- 3.8.2. The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.
- 3.8.3. **Payment Terms.** Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.
- 3.8.4. **Quality.** If applicable, all products provided under a contract with the State will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing agency. All products provided by the contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the State.

4. **CONTENT AND FORMAT OF RESPONSES:** The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this RFP.

4.1. The bid should include a Cover Letter and Technical Response and Price Schedule.

4.2. COVER LETTER:

- 4.2.1. Confidentiality. To the extent your bid contains information you consider to be proprietary and confidential, you must comply with the following requirements concerning the contents of your cover letter and the submission of a redacted copy of your bid (or affected portions thereof).
- 4.2.2. All responses to this RFP will become part of the contract file and will become a matter of public record under the State's Public Records Act, 1 V.S.A. § 315 et seq. (the "Public Records Act"). If your response must include material that you consider to be proprietary and confidential under the Public Records Act, your cover letter must clearly identify each page or section of your response that you consider proprietary and confidential. Your cover letter must also include a written explanation *for each marked section* explaining why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c), including the prospective harm to the competitive position of the bidder if the identified material were to be released. Additionally, you must include a redacted copy of your response for portions that are considered proprietary and confidential. Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire pages, or to redact the titles/captions of tables and figures. Under no circumstances may your entire response be marked confidential, and the State reserves the right to disqualify responses so marked.
- 4.2.3. Exceptions to Contract Terms and Conditions. If a Bidder wishes to propose an exception to any terms and conditions set forth in the Standard Contract Form and its attachments, such exceptions must be included in the cover letter to the RFP response. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State. Note that exceptions to contract terms may cause rejection of the proposal.

4.3. TECHNICAL RESPONSE. In response to this RFP, a Bidder shall:

- 4.3.1. Provide details concerning your form of business organization, company size and resources.
- 4.3.2. Describe your capabilities and particular experience relevant to the RFP requirements.
- 4.3.3. Identify all current or past State projects.
- 4.3.4. Identify the names of all subcontractors you intend to use, the portions of the work the subcontractors will perform, and address the background and experience of the subcontractor(s), as per RFP section 4.3.2 above.

4.4. REFERENCES. Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.

4.5. REPORTING REQUIREMENTS: Provide a sample of any reporting documentation that may be applicable to the Detailed Requirements of this RFP.

4.6. PRICE SCHEDULE: Bidders shall submit their pricing information in the Price Schedule attached to the RFP.

4.7. CERTIFICATE OF COMPLIANCE: This form must be completed and submitted as part of the response for the proposal to be considered valid.

5. SUBMISSION INSTRUCTIONS:

5.1. **CLOSING DATE:** Bids must be received by the State by the due date specified on the front page of this RFP. Late bids will not be considered.

5.1.1. The State may, for cause, issue an addendum to change the date and/or time when bids are due. If a change is made, the State will inform all bidders by posting at the webpage indicated on the front page of this RFP.

5.1.2. There will not be a public bid opening. However, the State will record the name, city and state for any and all bids received by the due date. This information can be requested by contacting the Sole Point of Contact.

5.2. BID DELIVERY INSTRUCTIONS:

5.2.1. **ELECTRONIC:** Electronic bids will be accepted.

5.2.1.1. Bids will be accepted via email submission to the address listed on Page 1 of this RFP. Bids must consist of a single email with digitally searchable PDF attachments containing all components of the bid. Multiple emails will not be accepted. There is an attachment size limit of 40 MB. It is the Bidder's responsibility to compress the PDF file containing its bid if necessary in order to meet this size limitation.

6. BID SUBMISSION CHECKLIST:

- ✓ Cover Letter
- ✓ Technical Response
- ✓ Redacted Technical Response, if applicable
- ✓ References
- ✓ Price Schedule
- ✓ Signed Certificate of Compliance

7. ATTACHMENTS:

1. Certificate of Compliance
2. Price Schedule
3. Standard State Contract
4. Attachment C: State Customary Provisions for Contracts (revised: 12/07/2023)
5. Attachment D: Modification of Customary Provisions of Attachment C or F
6. Attachment F: AHS Customary Contract Provisions (revised: 05/16/2018)
7. Attachment G: State of Vermont- Federal Terms Supplement (Non-Construction) for all Contracts and Purchases of Products and Services Using Federal Funds (Revision date: July 19, 2023)
8. Appendix I – Subcontractor Approval Form

CERTIFICATE OF COMPLIANCE

For a bid to be considered valid, this form must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.

- A. **NON COLLUSION:** Bidder hereby certifies that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, bidder understands that this paragraph might be used as a basis for litigation.
- B. **CONTRACT TERMS:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.
- C. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds \$250,000.00.

Self-Reporting. Bidder hereby self-reports the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers, that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

Subcontractor Reporting. Bidder hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this RFP, Bidder will 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), and Bidder will provide any update of such list to the State as additional subcontractors are hired. Bidder further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.

D. Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification

Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):

1. Bidder owns, leases or utilizes, for business purposes, space that has received:
 - Energy Star® Certification
 - LEED®, Green Globes®, or Living Buildings ChallengeSM Certification
 - Other internationally recognized building certification:

2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder’s place of business. Please explain:

3. Please Check all that apply:
 - Bidder can claim on-site renewable power or anaerobic-digester power (“cow-power”). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.
 - Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.
 - Bidder’s heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.
 - Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this? _____
 - Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc..
 - Bidder offers employees an option for a fossil fuel divestment retirement account.
 - Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:

4. Please list any additional practices that promote clean energy and take action to address climate change:

E. Executive Order 02 – 22: Solidarity with the Ukrainian People

- By checking this box, Bidder certifies that none of the goods, products, or materials offered in response to this solicitation are Russian-sourced goods or produced by Russian entities. If Bidder is unable to check the box, it shall indicate in the table below which of the applicable offerings are Russian-sourced goods and/or which are produced by Russian entities. An additional column is provided for any note or comment that you may have.

Provided Equipment or Product	Note or Comment

Bidder Name: _____ Contact Name: _____

Address: _____ Fax Number: _____

_____ Telephone: _____

_____ E-Mail: _____

By: _____ Name: _____
Signature of Bidder (or Representative) (Type or Print)

END OF CERTIFICATE OF COMPLIANCE

PRICE SCHEDULE

- a. The total contract will not exceed \$100,000.00 per 1.0 FTE per year. The total contract term shall not exceed four (4) years.
- b. Contract issuance is contingent upon funding availability. The maximum dollar amount payable under this contract is not intended to guarantee any amount of payment. The Contractor will be paid at the billable rates for services actually performed, up to the maximum allowable amount.
- c. The financial proposal must include:
 - 1. The proposed annual salary, paid at a monthly fixed rate upon successful completion of required deliverables, not to exceed \$95,000.00 annually.
 - 2. The proposed annual reimbursement budget for travel expenses, trainings, and supplies as utilized. The State requires a minimum budget of \$5,000.00 for annual reimbursement expenses, not to exceed \$10,000.00.

A. Annual Salary:

Year 1 Annual Salary	\$
Year 2 Annual Salary	\$
Year 3 Annual Salary	\$
Year 4 Annual Salary	\$

B. Travel/Training Budget:

Year 1 Travel/Training Budget	\$
Year 2 Travel/Training Budget	\$
Year 3 Travel/Training Budget	\$
Year 4 Travel/Training Budget	\$

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, _____ (hereinafter called "State"), and _____, with a principal place of business in _____, (hereinafter called "Contractor"). Contractor's form of business organization is _____. 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 _____. 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 \$_____.00.

4. **Contract Term.** The period of Contractor's performance shall begin on _____, 20__ and end on _____, 20__.

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
Name:			
Phone:			
E-Mail:			

9. **Attachments.** This contract consists of 29 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 D – Modification of Customary Provisions of Attachment C or F
- 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

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

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

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
Name:	DVHA Legal Counsel	
Address:	Dept. of Vermont Health Access 280 State Dr., NOB 1 South Waterbury, VT 05671-1010	
Email:	AHS.DVHALegal@vermont.gov	

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By the Contractor:

Date: _____
 Signature: _____
 Name: _____
 Title: _____

Date: _____
 Signature: _____
 Name: _____
 Title: _____

ATTACHMENT A STATEMENT OF WORK

I. Overview

Contractor will serve as a Quality Improvement (QI) Facilitator (herein referred to as “QI Facilitator”) with the Blueprint for Health program (Blueprint) to further objectives related to primary care transformation, strengthen community care networks, build accountable communities for health, and to meet relevant clinical guidelines and national standards defined by the All-Payer Model (APM), the State, Green Mountain Care Board (GMCB), and Vermont’s Accountable Care Organization (ACO).

Part of the mission of Blueprint is to support primary care practices in their transformation into Patient Centered Medical Homes (PCMHs). This Contract provides compensation for QI Facilitator to provide consultation services free of charge to primary care practices in the Contractor’s assigned area for activities as described in this Contract that further Blueprint’s mission through implementation of a care delivery model that is patient-centered, comprehensive, team-based, coordinated, accessible, and focused on quality and safety. Through continuous quality improvement coaching, QI Facilitator will provide support to practices in achieving:

1. Patient-Centered Medical Home model adoption and National Committee for Quality Assurance (NCQA) PCMH recognition;
2. Effective use of information technology systems, such as registries and portals to improve data-driven care;
3. Implementation of clinical best-practice guidelines;
4. Establishment and evolution of team-based care;
5. Integration of behavioral health care; and
6. Seamless connection with community resources for referral and co-management of patient needs.

QI Facilitator will also support Health Service Areas (HSA) and their transformation into Accountable Communities for Health. QI Facilitator will provide quality improvement support for the HSAs in strengthening clinical-community relationships, improving population health outcomes, increasing health equity, and providing higher value services and supports.

QI Facilitator will provide quality improvement practice facilitation services to Community Collaboratives. Community Collaboratives are a governance structure for multi-sector population-health planning in Vermont communities. Each Vermont HSA has a Community Collaborative, which includes local leaders representing primary care (including pediatrics), the area hospital, home health or the Visiting Nurse Association, the Area Agency on Aging, the Designated (mental health) Agency, the Designated Regional Housing Organization, state agencies, and others. These leaders meet regularly to identify local priorities and plan how to use their collective resources to improve health and wellbeing.

QI Facilitator will attend, learning collaboratives as an innovative method of communication and learning between community partners. Learning collaboratives are an established strategy for reducing practice variation, caring for complex patients, and implementing guidelines (Institute for Healthcare Improvement, 2003). The methodology of learning collaboratives consists of three (3) main components: didactic or expert presentation on aspects of the topic including research-based evidence and practice guidelines; practice-based learning via case discussion; and the collection of common data measures across providers and/or practices. Contractor may be requested to participate in the design and implementation of the learning collaborative at the request of the State.

II. Staffing

Contractor will serve as a QI Facilitator and shall be regularly available between the hours of 8:30 AM and 5:00 PM, Monday through Friday, 47 weeks per year, to perform the responsibilities and services set out in this contract. Contractor shall agree in advance with State any periods or days Contractor may be unavailable. In the event Contractor is ill or experiences unusual circumstances such as a family emergency, Contractor shall contact State as soon as practicable. Contractor will satisfy all applicable performance requirements stated herein.

III. Case Load

Contractor will support no less than eight (8) and no more than fifteen (15) Blueprint practices; the specific number of practices will be determined by the needs of the practices and discussion between State and Contractor. Contractor shall be responsible for supporting at least one (1) HSA Community Collaborative.

IV. QI Facilitator Activities

1. Consultation services to Primary Care Practices

At the request and direction of primary care practices in Contractor's assigned area, Contractor will provide consultation services to practices setting goals and engaging in activities supporting the following objectives aligned with Blueprint:

- 1.1. Obtaining and maintaining NCQA PCMH recognition for primary care practices and/or NCQA Patient Centered Specialty Practice (PCSP) for applicable Medical Assisted Therapy (MAT) providers.
- 1.2. Continuously improving team-based primary care, patient and panel health outcomes, behavioral health care integration, and care-coordination processes and practices, including cross-provider referral and co-management.
- 1.3. Implementing quality improvement initiatives selected as focus areas by the practice.
- 1.4. Implementing and supporting quality improvement initiatives related to the APM, the State, GMCB, and ACO that the practice has opted to engage in.

1a. Work performed on behalf of Practices

The consultation work provided to practices, as described in 4.1 below, will be paid for under this Contract but will be performed at the request and direction and exclusively on behalf of eligible primary care practices. Contractor will comply with the privacy requirements of the practices served and will:

- 1a.1. Enter a scope of practice agreement with participating practices, establishing Contractor's responsibilities to each practice prior to performing any services to the practice. This agreement will provide terms:
 - 1a.1.1. Describing the services, limited to those described in 4.1 below or as approved by the State, to be performed at the request and direction and on behalf of the practice;
 - 1a.1.2. Allowing Contractor to access practice patient information in the capacity of a staff of the practice or as a Business Associate of the practice, as necessary and as deemed appropriate by the privacy officer representing the practice; and
 - 1a.1.3. Permitting Contractor to report information about its work with the practice (which will not include patient information or Protected Health Information of any form) to Blueprint as required under this Contract.
- 1a.2. Not access, use, or disclose practice patient information and/or practice Protected Health Information (Patient Data) except when performing duties at the request and direction of the practice, such as those described in 4, below.
- 1a.3. Under no circumstances access, use, or disclose Patient Data when performing its responsibilities to the State under 2, 3, or 4.1a-4.5 below.
- 1a.4. Not commingle Patient Data with materials created or obtained when performing its responsibilities to the State.
- 1a.5. Obtain the express consent and direction of the Practice when using Patient Data or documents created using Patient Data in the preparation of reporting or in the performance of any other activity not described in the Scope of Practice agreement.

2. Community-level

Contractor will engage in community planning and activities supporting the following objectives:

- 2.1. Building community capacity for strengthening clinical-community relationships.
- 2.2. Supporting selection, implementation, evaluation, and quality improvement of community interventions.
- 2.3. Measuring and improving health equity.
- 2.4. Measuring and improving overall value of care.

3. Disagreement resolution

Contractor's services will be provided at the request and direction of the communities and practices served. Contractor will respond to feedback from practices and communities as well as guidance from the State and will take reasonable steps, including participation in meetings with the State and a community or practice, to maximize their cooperation and engagement.

4. Key activities

- 4.1. When performing Quality Improvement ("QI") facilitation work for practices, Contractor will ensure that participating practices receive their desired level of QI intervention, as outlined in the Blueprint for Health Manual, for meeting Blueprint for Health program requirements and other quality and health reform efforts. It is expected that Contractor will:
 - 4.1.1. Review Quality Improvement services available
 - 4.1.2. Complete a practice assessment to assist with identifying QI support needs of the practice
 - 4.1.3. Enter into a scope of practice agreement with the practice to outline services to be provided.
 - 4.1.4. Enter into a Business Associate Agreement, at the discretion of the practice, for accessing any PII/PHI
 - 4.1.5. Meet with the practice at least as frequently as once per month, up to once every two weeks, or at some other frequency, if approved by the State.
 - 4.1.6. Provide consultation via phone or email on clinical and QI topics at least once per month. Contractor will respond to all practice questions within seven (7) working days.
 - 4.1.7. Maintain agendas, minutes, and QI project documentation
 - 4.1.8. Communicate programmatic updates to the practices at the request of the State
 - 4.1.9. Update the Blueprint for Health Portal with all required programmatic information
 - 4.1.10. Complete all reporting requirements outlined in 4.1a

If any practice within the caseload of the Contractor declines QI services, the QI facilitator, in consultation with the Blueprint Program Manager and Blueprint for Health State staff, will determine the frequency of outreach to the practice to determine readiness to (re)engage.

- 4.1a As permitted under the terms of its Scope of Practice Letter, Contractor will provide the following reporting on the activities of participating practices:
 - 4.1a.1 Notify the Blueprint Project Manager and State Blueprint for Health staff if a practice does not direct the Facilitator to provide this minimum level of service as described in 4.1, above.
 - 4.1a.2 Notify the local Blueprint Project Manager and State Blueprint for Health staff immediately upon the determination that a practice is reasonably unlikely to achieve NCQA recognition and work with all parties to resolve any issues.
 - 4.1a.3 Report all key NCQA milestones and scores in the Blueprint for Health Portal within five (5) working days of the milestone or score being achieved.
 - 4.1a.4 Report progress of applicable clinical outcomes through applicable registries within the timeframe specified by the State or other governing entity.Report any known or anticipated changes in practice structure or composition, such as planned practice closures, mergers, acquisitions, or consolidations to the Blueprint Program Manager and State Blueprint for Health staff.
- 4.2. The following additional requirements apply to QI facilitation work with practices:
 - 4.2.1. Contractor is required to maintain up to date knowledge of the latest developments pertaining to

Health Reform and requirements impacting Vermont practices, through attending in person and online learning sessions and facilitate dissemination of this information to practices from the information provided and/or by developing appropriate educational content that will communicate and support practices in understanding the benefit of Continuous Quality Improvement in the context of Vermont Health Reform.

- 4.2.2. Contractor will obtain Certification as a Professional in Healthcare Quality within two years of contract execution and maintain “Certified Professional in Healthcare Quality” certification for the duration of the contract term.
 - 4.2.3. When opportunities for improvement are identified for a practice, Contractor will use clinical knowledge to research best practices, assess clinical guidelines, and suggest updates and revisions to standards of care. Contractor will assist with translating research into practice by designing concepts, tools, and processes that can be implemented by improvement teams.
 - 4.2.4. Contractor will work directly with practices to understand how to identify opportunities for improvement and trends in outcomes from data available from Blueprint for Health Practice Profiles and other data sources in order to encourage/foster practice ownership and support for Continuous Quality Improvement to improve patient-centered care.
 - 4.2.5. Contractor will keep practices apprised of all relevant learning collaboratives, learning sessions, and special initiatives, encouraging their participation as appropriate.
 - 4.2.6. Contractor will attend learning collaboratives with participating practices and will attend QI Facilitator meetings relevant to learning collaboratives or initiatives that the practices may choose to participate in the future.
- 4.3. When performing QI facilitation work at the community level, Contractor will:
- 4.3.1. Attend scheduled Community Collaborative meetings.
 - 4.3.2. Attend applicable quality sub-workgroup meetings, as determined by local need.
 - 4.3.3. Assist Community Collaboratives to use data and evidence-based practices in selecting, prioritizing, implementing, and evaluating their interventions and aims, as determined by local need.
 - 4.3.4. Initiate work with the Community Collaborative to incorporate measuring and monitoring of progress related to their selected interventions and aims using quality improvement strategies and tools, such as PDSA cycles, A3 problem solving processes, collective impact, or other strategies agreed to by the facilitator and the community, as determined by local need.
 - 4.3.5. Respond to Community Collaborative questions between meetings via phone and e-mail within five (5) working days.
- 4.4. The following additional requirements apply to QI facilitation work with communities:
- 4.4.1. Encouraging/fostering community ownership and support for continuous quality improvement to priorities selected by the community collaborative.
 - 4.4.2. Strengthening community-clinical relationships to improve referral and co-management of patients’ medical and psychosocial needs through facilitation and implementation of processes and tools for cross-organization care coordination.
 - 4.4.3. Encouraging innovative strategies for communication and learning between community partners, such as learning collaboratives or online learning environments.
- 4.5. Contractor shall:
- 4.5.1. Maintain an expert level of knowledge in NCQA recognition and quality improvement methodology.
 - 4.5.2. Maintain an expert level of knowledge of quality requirements associated with Blueprint initiatives.
 - 4.5.3. Maintain a working knowledge of quality requirements associated with ACO participation, Federally Qualified Health Center requirements, and MACRA programs, including understanding who the experts are in each respective program to refer practices to and tools that are accessible to the practices.
 - 4.5.4. Provide peer-to-peer mentoring and support to other contracted QI Facilitators, ACOs and State staff.
 - 4.5.5. Respond to questions asked by other facilitators, ACO, and State staff.

- 4.5.6. Participate in regular meetings with State (at least one biweekly), regularly scheduled meetings of other facilitators, and other ad-hoc meetings or trainings with State and other facilitators.
- 4.5.7. Assist with the design and planning of learning collaboratives, at the request of State.
- 4.5.8. Comply with the privacy practices of each Practice served.
- 4.5.9. Not access confidential Practice data on behalf of the State, but only as directed by the Practice.
- 4.5.10. If given access to confidential Practice data, ensure separation of Practice and State data.

V. Agreement Deliverables

1. Contractor will:
 - 1.1. Demonstrate engagement, meeting at least the minimum level of participation as described in 4.1, with no less than eight (8) and no more than fifteen (15) practices.
 - 1.2. Participate in check-in meetings every two (2) weeks or at a frequency agreed upon with State between Contractor and State's designee, as designated by the State Program Manager.
 - 1.3. Establish a design and implementation plan for a learning collaborative (upon request by State).
 - 1.4. Establish a mentoring plan for at least one (1) peer newly hired QI Facilitator (upon request by State).
 - 1.5. Submit monthly reports, PDSA cycles/A3 process sheets and/or discuss QI initiative progress during biweekly check-ins with the project administrator.
 - 1.6. Participate in regular meetings with the State's designee, as designated by the State Program Manager.

VI. Reporting

Contractor shall be required to submit written monthly reports to the State Program Manager and QI Facilitator Coordinator (as determined by the State) that detail: Written practice and community monthly reports to the State Program Manager and other parties identified by the State using the tool specified by the State, Financial Reporting Forms (Appendix III), and any additional programmatic reports or evaluation information as requested by the State.

VII. DVHA Monitoring of Contract

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

VIII. Subcontractor Requirements:

Per Attachment C, Section 19, if Contractor chooses to subcontract work under this agreement, 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 (5) business days. A fillable PDF version of this Subcontractor Compliance Form is available upon request from the DVHA Business Office. Under no circumstance shall Contractor enter into a sub-agreement without prior authorization from the State. Contractor shall submit the Subcontractor Compliance Form to:

andria.golden@vermont.gov and Julie.Parker@vermont.gov

Should the status of any third party or subrecipient change, Contractor is responsible for updating the State within fourteen (14) calendar days of said change.

The Contractor shall include the following provisions of Attachment C in all subcontracts for work performed solely for the State of Vermont under this agreement and subcontracts for work performed in the State of Vermont: Section 10 (“False Claims Act”); Section 11 (“Whistleblower Protections”); 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 23 (“Certification Regarding Use of State Funds”); Section 31 (“State Facilities”); and Section 32 (“Location of State Data”).

ATTACHMENT B PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified in this contract. State of Vermont payment terms are Net 30 days from date of invoice; payments against this contract shall comply with the State's payment terms. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this Attachment. The following provisions specifying payments are as follows:

1. Prior to commencement of work and release of any payments, Contractor shall submit to 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 standard State payment policy is **Net 30** calendar 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, monthly rate of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by State. All invoices must include a unique invoice number and the contract number (#) for this contract. Monthly invoices must be accompanied by an updated Financial Report form, set out in Appendix III.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. The payment schedule for delivered products, or monthly rates for services performed, and any additional reimbursements, are as follows. Contractor shall submit invoices monthly, and shall include the following line items:
 - a. Facilitation
 - i. For the period of TBD, through TBD, Contractor shall invoice the State up to a maximum of \$TBD per calendar month for the months of TBD, for Supervision and Facilitation activities outlined in Attachment A, not to exceed an annual sum of \$TBD. Invoices will be reviewed, and payment will be authorized by the State Fiscal Manager and State Program Manager. The amount is considered to be a monthly fixed rate. Contractor shall be responsible for working 40 hours per week, with 5 weeks (200 hours) reserved for vacation, holiday, or sick leave, for a total of 1,880 hours worked per year. There will be no additional payments made beyond the monthly rate for hours worked beyond the total set out in this Contract.
 - b. Travel, Training, and Other Expenses
 - i. Contractor's invoices to the State for travel and training shall not exceed \$TBD for each year of the contract. The 'Travel, Mileage and Other Expenses' form (Appendix II) must be completed, signed and submitted with any invoice where these expenses are claimed. In relation to expenses, the State will require Contractor to submit supporting documentation such as receipts, agendas, or other supporting documentation as the State may require. Mileage shall be reimbursed at the prevailing State rate at the date of travel.

- ii. Contractor may invoice the State for actual miles traveled to and from in-person meetings with assigned practices outside Contractor’s HSA, and to facilitator meetings, and otherwise as agreed by the State.
 - iii. Contractor may invoice the State for the actual expenses incurred for approved training, consultation, and travel, in accordance with the contract and with evidence of prior written approval by the State Program Manager, which may be an email.
5. Contractor will not be reimbursed for expenses outside of section 4, including but not limited to benefits, or insurance.
 6. An electronic copy of all reports and invoices shall be submitted in electronic format by the 15th of each month to:

AHS.DVHAInvoices@vermont.gov

7. The State reserves the right to withhold part or all of the Contract funds if the State does not receive timely documentation of the successful completion of Contract deliverables or if Contractor does not submit the reports required under this contract. If the Contractor’s performance does not meet the expectations detailed in Attachment A, the total invoice amount shall be reduced by 15%. The State Program Manager will notify the Contractor in writing within five (5) business days if there is a performance issue and detail the steps the Contractor can take to remedy the issue. The Contractor shall have five (5) business days from the day of State written notice of a performance issue to remedy the issue. The State shall have five (5) business days from the date the Contractor provides a written response to the issue and proposed remedy to the solution to review and determine if the Contractor has met the requirements to remedy the issue. If the issue is not resolved to the State’s satisfaction, the State will notify the Contractor in writing that the Contractor did not meet the performance requirement and that month’s invoice shall be reduced by 15%.
8. The budget table is as follows:

DATES TBD

Budget Category	Total Budget
QI Facilitation	TBD
Travel and Training	TBD
Total	TBD

9. The preferred method of payment is via ACH.
10. For questions about payment, please contact: AHS.DVHAInvoices@vermont.gov. The State Treasurer’s Office maintains a Vendor Portal on which Vendors may access any payment made electronically, by ACH or wire: <http://www.vermonttreasurer.gov/content/accounting/vendor-login>.

**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 an 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.

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;
- 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 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:

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)

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

1. The requirements contained in Attachment C; Section 12 are hereby modified:

Section 12.A of Attachment C is hereby deleted and replaced as follows:

- 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, except for data received, obtained, or generated that accessed pursuant to its Scope of Practice agreements with Practices, as described in Attachment A (“Practice Data”). 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”).

Section 12.B of Attachment C is hereby deleted and replaced as follows:

- A. With respect to State Data, Party shall:
 - i. take reasonable precautions for its protection;
 - ii. not rent, sell, publish, share, or otherwise appropriate it;
 - 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; and
 - iv. not comingle Practice Data and State Data.

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 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) 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.

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

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.

**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.

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.

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.