

**STATE OF VERMONT  
DEPARTMENT OF VERMONT HEALTH ACCESS**

**RURAL HEALTH TRANSFORMATION FUND GRANT:  
ENHANCING PRIMARY CARE-FOCUSED DATA AND ANALYTICS  
INFRASTRUCTURE  
NOTICE OF AWARD # 03410-240-26**

**PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND ADDENDUMS ASSOCIATED WITH THIS NOTICE OF APPLICATION 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 NOTICE OF APPLICATION.**

**STATE CONTACT:** Carolyn Bowen  
**E-MAIL:** [AHS.DVHAGrantsContracts@vermont.gov](mailto:AHS.DVHAGrantsContracts@vermont.gov)  
[Carolyn.bowen@vermont.gov](mailto:Carolyn.bowen@vermont.gov)

**NOTICE OF AWARD TIMELINE :**

The expected timetable, including the application deadline and other important dates, is set forth below. By submitting an application, Vendors agree to this timeline.

<b>Application Posted</b>	June 12, 2026
<b>Deadline for Questions</b>	June 19, 2026
<b>Application Deadline</b>	July 3, 2026
<b>Commencement of Grant Agreement</b>	No later than August 1, 2026

## 1. OVERVIEW:

**1.1. SCOPE AND BACKGROUND:** Vermont has received a Rural Health Transformation (RHT) grant of \$195 million in Year One of a five-year opportunity. The purpose of the grant is to build stronger rural health networks, improve technology and shared operations, strengthen the rural health workforce and ultimately ensure that Vermonters receive the right care at the right time for an affordable cost. To that end, Vermont received approval to invest funds targeted at improving practice and administrative entity capacity to calculate clinical measures and track community health team services. By enhancing data and measurement capacity, practices will be able to furnish high-quality health care services and strengthen data-driven care coordination and performance improvement.

**1.1.1. NOTICE OF AWARD OBJECTIVE:** The Department of Vermont Health Access (DVHA; the State) is seeking grant applications that expand statewide access to Electronic Clinical Quality Measures (eCQM) calculation tools and community health team tracking tools. This will strengthen data-driven care coordination and performance improvement. Investments will support practices in leveraging these tools to identify high-risk populations, monitor outcomes, and streamline reporting. Further, investments will enable primary care practices to harness data and technology to furnish high-quality health care services.

**1.1.2. BACKGROUND:** The Vermont Agency of Human Services (AHS) strives to improve the health and well-being of Vermonters now and in the future and to protect those who are unable to protect themselves. The scope of AHS is profound. Through its six departments, twelve district offices, and a network of community partners and providers, it is responsible for the implementation and delivery of all human services programs within the state. Each department has a distinct area of focus and responsibility and contributes to the creation and sustenance of an entire system of human service supports. The Department of Vermont Health Access (DVHA) sits within AHS and has the same critical mission in mind: to improve Vermonters' health and well-being by providing access to high-quality, cost-effective health care. DVHA does this through the following core activities:

1. Helping Vermonters access health insurance through Medicaid and through the Health Insurance Marketplace, Vermont Health Connect.
2. Encouraging Vermonters to sign up for, or enroll in, health insurance and benefit programs.
3. Paying health care providers to deliver care and services to Vermonters who are covered by Medicaid. DVHA works with a robust network of health care providers, pharmacies, and other partners. The Department does not pay for healthcare, for commercial insurance, or Medicare insurance.

4. Assisting Vermonters who are covered by Medicaid access health care services.
5. Ensuring the responsible stewardship of taxpayer dollars by running an effective, efficient department as well as strategically investing in programs and monitoring costs. This work is central to DVHA's commitment to quality improvement.

DVHA's core values are three-fold: transparency, integrity, and services. At the end of the day, DVHA and its staff hold themselves accountable to Vermont Medicaid members, providers and to Vermont's taxpayers.

**1.2. AWARD PERIOD:** Grants resulting from this Notice of Award will be for a period of 14 months with an anticipated start date of August 1, 2026. The grant period is anticipated to extend from August 1, 2026 through September 30, 2027, for a period of 14 months. Year 1 funds must be fully spent by September 30, 2027.

**1.3. SINGLE POINT OF CONTACT:** All communications concerning this NOA are to be addressed in writing to the State Contact listed on the front page of this NOA. Actual or attempted contact with any other individual from the State concerning this NOA is strictly prohibited and may result in disqualification.

**1.4. QUESTION AND ANSWER PERIOD:**

Any bidder requiring clarification of any section of this NOA or wishing to comment on any requirement of the NOA must submit specific questions in writing no later than the deadline for question submission indicated on the first page of this NOA. Questions may be e-mailed to the point of contact on the front page of this NOA. 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 <http://www.bgs.state.vt.us/pca/bids/bids.php>. 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.

**1.5. CHANGES TO THIS NOA:** Any modifications to this NOA will be made in writing by the State through the issuance of an Addendum to this NOA and posted online at <http://www.bgs.state.vt.us/pca/bids/bids.php>. Modifications from any other source are not to be considered.

**1.6. SOURCE OF FUNDS:** The Department anticipates using federal funds for the resulting contract(s). The Department may choose to modify the source of funding contingent upon the availability of funds at the time of award. Any selected Vendor will be subject to the requirements in the Catalog of Federal Domestic Assistance (CFDA) # 93.778, U.S. Department of Health and Human Services, Centers for Medicare and Medicaid. This project is supported by the Centers for Medicare and Medicaid Services (CMS) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award that is

100 percent funded by CMS/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CMS/HHS, or the U.S. Government.

## **2. DETAILED REQUIREMENTS/DESIRED OUTCOMES:**

**2.1. ELIGIBLE VENDORS:** The State is seeking proposals from eligible healthcare organizations in Vermont that provide primary care services. Services provided must be consistent with those recognized by the Vermont Blueprint for Health program, meaning applicants must be Blueprint Providers and/or Administrative Entities with a Community Health Team (CHT). Eligible applicants may apply for one or more elements of the scope of work. Priority will be given to applicants who commit to reporting implementing CHT encounter tracking, followed by applicants who commit to reporting on all five (5) eCQMs.

### **2.3 GENERAL PROGRAM REQUIREMENTS:**

2.3.1. The bidder must be a Blueprint Provider or Blueprint Administrative Entity with a Community Health Team (CHT).

2.3.3 Bidders must submit a sustainability plan demonstrating how they will maintain access to and reporting of measures and CHT records beyond the duration of this scope of work.

2.3.4. The bidder must serve all Vermonters regardless of race, creed, color, or socioeconomic status, who would otherwise be eligible and who have a medically necessary need for those services offered in the pharmacy through the test-to-treat protocol.

2.3.5. The bidder must develop partnerships with key stakeholders (e.g., primary care providers).

2.3.6. The bidder must meet Culturally and Linguistically Appropriate Services as described within the Think Cultural Health (hhs.gov) (CLAS) standards. This includes appropriate access to interpreters and must include a plan on how the pharmacy will address inclusion, diversity, equity, and accessibility for staff and clients.

2.3.7. The bidder may subcontract, as needed, with other vendors to deliver the required programmatic services.

**2.4 SERVICES:** See Appendix E on page 17.

**2.5 REPORTING REQUIREMENTS:** Bidders must include an evaluation plan in their proposal. Preference will be given to proposals that specifically advance measures articulated in the Vermont's Rural Health Transformation Grant Narrative<sup>1</sup>. Ideally the evaluation plan would support process measures (did the project deliver the planned activities) and outcome measures (how did the activities affect the health of members or improve access to healthcare in rural areas) but must include the metric "Number of Unique Individuals (Vermonters)

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<sup>1</sup> [RHTP 11-12-2025.pdf](#)

Served”.

More specifically, this data should include information on:

- 2.7.1 CHT encounter system utilization
- 2.7.2 eCQM measures
- 2.7.3 Lessons learned, such as: barriers or challenges that affected program implementation; program activities not completed and why; key lessons learned
- 2.7.5 Outcomes achieved, such as: changes in workflows or referral follow-up due to eCQM availability or CHT encounters in EHRs.

All awardees are subject to quarterly reporting requirements, with the first quarterly report due October 31, 2026 (of Q3 2026 activities).

## **2.6 BUDGET AND PAYMENT PARAMETERS**

Funding will be available beginning August 1, 2026. The grant period is anticipated to extend from August 1, 2026, through September 30, 2027, for a period of 14 months. Year 1 funds must be fully spent by September 30, 2027.

This project is supported by the Centers for Medicare & Medicaid Services (CMS) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$195,053,740.44 with 100 percent funded by CMS/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CMS/HHS, or the U.S. Government. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CMS/HHS, or the U.S. Government.

The grant will allow for monthly expenditure reporting and invoicing, with invoicing based on actual expenditures incurred. No up-front or pre-payments are allowable, based on the funding used to secure these awards.

Please note that funds will not be awarded under this NOA for building renovations/improvements. Should the respondent feel that funding for building renovations/improvements are desired under their proposal/scope of work, the respondent must apply for such funds through a different RHT grant NOA that will be posted by the Agency of Human Services specific to facility upgrades.

Key areas where funding may not be used are the following. This is not an exhaustive list:

- Pre-award costs.
- Meeting matching requirements for any other federal funds or local entities.
- Supplanting existing State, local, tribal, or private funding of infrastructure or services, such as staff salaries.
- Construction or building expansion, purchasing or significant retrofitting of buildings, cosmetic upgrades, or any other cost that materially increases the value of the capital or useful life as a direct cost.

- Purchase of covered telecommunications and video surveillance equipment (See 2 CFR 200.216) as well as financial assistance to households for installation and monthly broadband internet costs.
- Clinical services that could be reimbursed by insurance. Funds also may not be used for payments to clinical services if they duplicate billable services and/or attempt to change the payment amounts of existing fee schedules. If the Recipient plans to fund direct health care services, the Recipient must justify why they are not already reimbursable, how the payment will fill a gap in care coverage (such as uncompensated care or services not covered by insurance), and/or how they transform the current care delivery model. CMS will have final approval of whether proposed services are allowable.
- Funds also may not be used for clinician salaries or wage supports for facilities that subject clinicians to non-compete contractual limitations.

**Bidders must utilize Appendix C – Budget Workbook for budget submission.**

### 3. SCORING CRITERIA:

Consideration shall be given to the Bidder’s project approach, 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.

CRITERIA FOR EVALUATION	Total Possible Points
<b>1. Ability to Meet Minimum Requirements</b>	
Evaluate the degree to which the proposal demonstrates the bidder’s ability to implement tools and the ability to utilize EHR for encounter tracking to meet minimum requirements; how the scope of work will be approached and addressed; the processes and techniques used in evaluation/assessment of programs; and the promotion of Vermont-specific information aligned with national evidence-based best practices; the ability to accept State terms and conditions without exceptions.	30
<b>2. Qualifications Demonstrated in Proposal</b>	
Evaluate the degree to which the proposal demonstrates a feasible implementation plan (e.g., comprehensive detail about anticipated needs, ability to deliver within the timeframe of the grant award, including acknowledgement of risk factors and mitigation strategies); intended use of contracted partner organizations and oversight; the bidder’s overall ability to produce deliverables.	30
<b>3. Sustainability Plan</b>	
Evaluate the degree to which the proposal clearly identifies a sustainable path beyond the grant award period.	20

<b>4. Cost</b>	
Evaluate the effectiveness and appropriateness of the budget provided within the proposal. The budget should not include non-allowable costs.	20
<b>OVERALL TOTAL SCORE</b>	<b>100</b>

#### 4. REQUIRED ELEMENTS OF APPLICATION

This list is provided to ensure a complete and viable application.

1. Applicant Information
2. Application Cover Page (Appendix A)
  - Provides organization information
  - Clearly identifies funding amount requested
  - Provides contact information
3. Information about all applicant organization locations at which services will be provided (Appendix B)
4. Project Narrative, including:
  1. Sustainability Plan
  2. Description of planned services
  3. Evaluation Plan
  4. Sample reports for metrics included in Evaluation Plan
  5. Target Population(s) and Goals
  6. Outreach and Education
  7. Relationships with Eligible Populations
  8. Management of Program
  9. Familiarity with the Vermont Health Care System
5. Budget Narrative
6. Budget Workbook (Appendix C)
7. Pre-Award Risk Assessment (Appendix D)

#### 5. SELECTION, NOTIFICATION, AND ADDITIONAL REQUIREMENTS

A review team will evaluate applications based on responsiveness to the needs identified in this application. Funding decisions will also consider the extent to which services will be achieved. The review team will forward its recommendations to the Commissioner of the Department of Vermont Health Access, for final review and determination. DVHA will notify all applicants in writing of selection of the apparently successful applicant(s).

If the apparently successful applicant(s) refuses to sign the agreement within ten (10) business days of delivery, DVHA may cancel the selection and award to another applicant(s).

Organizations must specify the address to which payments will be sent and provide a current W-9 to DVHA upon request.

#### 6. COMPLIANCE AND REPORTING REQUIREMENTS

As a responsible steward of federal funding, the state, through the Agency of Human Services, Department of Vermont Health Access (DVHA), monitors its sub-recipients utilizing the following monitoring tools:

- 1) Monthly financial reports
- 2) Quarterly programmatic reports
- 3) Audit
- 4) Desk Reviews
- 5) Site audits
- 6) Required pre-approval for changes to budget or scope of grant

In its use of these monitoring tools, the State emphasizes clear communication to ensure a feedback loop that supports sub-recipients in maintaining compliance with federal requirements. The State may at any time elect to conduct additional sub-recipient monitoring. Sub-recipients therefore should maintain grant records accurately in the event that the State exercises this right. The State may also waive its right to perform certain sub-recipient monitoring activities. If, at any time, the State waives its right to certain sub-recipient monitoring activities, it will note which activities were not completed and the reasons why that activity was not necessary. Each of the monitoring tools and policies regarding their use are described in detail below.

### **6.1. Sub-recipient Status**

When signing the sub-award agreement, Sub-recipients certify that neither the Sub-recipient nor Sub-recipient 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.

Additionally, DVHA will utilize the Excluded Parties List System ([www.epls.gov](http://www.epls.gov)) to confirm that neither the Sub-recipient nor its principals are presently disbarred at least once during DVHA's fiscal year. DVHA will print a screen shot of its EPLS search and place it in the Sub-recipient's files.

### **6.2. Sub-award Agreement**

A sub-award agreement is provided to each sub-recipient at the beginning of each grant. This sub-award agreement will detail the Catalog of Federal Domestic Assistance (CFDA) program name and number, the award name and number as assigned by the funder, the award period, and the name of the federal awarding agency. This sub-award agreement will also include definitions, the scope of work to be performed, payment provisions, funder grant provisions, blank financial and programmatic reports, and a copy of this policy. Other information may be included if necessary.

Unless any changes are required, only one sub-award document will be generated for the term of a grant, even if that term spans several years. All sub-recipients must sign the sub-award agreement and any additional documents sent with the sub-award, or funding will be terminated.

### **6.3. Sub-recipient Meeting/ Sub-recipient Contact**

The State may decide, at the beginning of a grant or at any time during a grant, to host a meeting of grant partners in order to review grant goals and/or obligations. A sub-recipient meeting may be held with one individual sub-recipient, or with multiple sub-recipients.

The State will also maintain contact with sub-recipients. Sub-recipients are expected to notify the State if they are having any difficulty carrying out their grant responsibilities or if they need clarification of their grant responsibilities. Sub-recipients meeting and sub-recipient contact will be noted on the sub-recipient checklist, with appropriate supporting documentation included in the sub-recipient's folder.

#### **6.4. Required Pre-approval for Changes to Budget or Scope of Grant**

As stated above, all sub-recipients must seek prior approval from the grants manager at the State to utilize grant funding for any activities not explicitly described in the goals section of the narrative. Sub-recipients must also seek prior approval before making any changes to their section of the budget. Notes regarding any prior approval requested by a sub-recipient, or a sub-recipient's failure to comply with this grant term, will be maintained on the sub-recipient checklist.

#### **6.5. Monthly Financial Reports**

The Sub-recipient will submit accurate financial reports to the State no later than the tenth of the month following the month being reported. A blank copy of the required financial report will be provided with the sub-award agreement. All questions regarding financial reports should be directed to the State Financial Manager. Financial reports will be reviewed by the State for accuracy and to ensure that all charges are eligible to be reimbursed by the grant. Sub-recipients are expected to respond promptly to all questions concerning financial reports. Sub-recipient's submission of monthly financial reports will be recorded and monitored on the sub-recipient checklist.

#### **6.6. Quarterly Programmatic Reports**

All awardees are subject to quarterly reporting requirements, with the first quarterly report due October 31, 2026 (of Q3 2026 activities). A blank copy of the required programmatic reports will be provided with the sub-award agreement. All questions regarding programmatic reports should be directed to the State Program Manager. Programmatic reports will be reviewed by the State for accuracy and to ensure that all charges are eligible to be reimbursed by the grant. Sub-recipients are expected to respond promptly to all questions concerning programmatic reports

#### **6.7. Audit**

Sub-recipients who spent at least \$750,000.00 in federal funds from all federal sources during their fiscal year must have an audit performed in accordance with OMB Circular A-133. The A-133 compliant audit must be completed within 9 months of the end of the sub-recipient's fiscal year. The sub-recipient shall provide the State with a copy of their completed A-133 compliant audit including:

- The auditor's opinion on the sub-recipient's financial statements;
- The auditor's report on the sub-recipient's internal controls;

- The auditor's report and opinion on compliance with laws and regulations that could have an effect on major programs;
- The schedule of findings and questioned costs; and
- The sub-recipients corrective action plan (if any).
- The State will issue a management decision on audit findings within 6 months after receipt of the subrecipient's A-133 compliant audit report.

If a sub-recipient's schedule of findings and questioned costs did not disclose audit findings relating to the Federal awards provided by the State and the summary schedule of prior audit findings did not report the status of audit findings relating to Federal awards provided by the State, the sub-recipient may opt not to provide the A-133 compliant audit report to the State. In this case, the State will verify that there were no audit findings utilizing the Federal Audit Clearinghouse database.

Any sub-recipient that, because it does not meet the monetary threshold or because it is a for-profit entity, does not receive an audit performed in accordance with OMB Circular A-133 may at its option and expense have an independent audit performed. The independent audit should be performed to obtain reasonable assurance about whether the sub-recipient's financial statements are free of material misstatement. The independent audit should also take into consideration the sub-recipient's internal control but does not necessarily have to contain the auditor's opinion on the agency's internal control. If the sub-recipient elects to have an audit report that covers more than the sub-recipient's financial statements, the State requests that the entirety of the auditor's report be provided to the State.

If the sub-recipient chooses not have an independent audit and the sub-recipient will receive at least \$10,000.00 during the current fiscal year, they will be subject to on-site monitoring during the award period.

Sub-recipients who are individual contractors will not be subject to on-site monitoring based solely on the lack of an independent audit.

### **6.8. Desk Reviews**

All sub-recipients who are estimated to receive \$10,000.00 or more during the fiscal year will undergo a desk review at least once during the grant period. If a sub-recipient receives less than \$10,000.00, the State may at its discretion opt to conduct a desk review. During a desk review, sub-recipients might be expected to provide:

- Adequate source documentation to support financial requests including but not limited to an income statement, payroll ledgers, cancelled checks, receipts ledgers, bank deposit tickets and bank statements, and timesheets.
- If salary is funded under the award and if the staff whose salary is funded under the award is charged to other funding sources, time distribution records to support the amounts charged to federal funding provided by the State.
- A statement verifying that the organization has a system in place for maintaining its records relative to federal funding provided by the State for the amount of time as specified in the sub-award document.
- Adequate documentation to support required match, if any.

## **6.9. Site Visits**

All sub-recipients who receive \$1,000.00 or more in federal funding passed through the State for three consecutive fiscal years (July 1 – June 30), may undergo a site visit at least once during the grant period. Sub-recipient will be subject to desk monitoring if a site visit is not performed. The State will arrange a suitable date and time for on-site monitoring with the Sub-recipient. Recipients receiving a site visit will be expected to provide all of the back-up documentations as specified above, as well as:

- A written policy manual specifying approval authority for financial transactions.
- A chart of accounts and an accounting manual which includes written procedures for the authorization and recording of transactions.
- Documentation of adequate separation of duties for all financial transactions (that is, all financial transactions require the involvement of at least two individuals).
- If grant funds are utilized to purchase equipment, demonstration that the organization maintains a system for tracking property and other assets bought or leased with grant funds.

**Appendix A – Application Cover Page**

<b>Organization Name</b>	
<b>Organization Address</b>	
<b>Tax Identification Number</b>	
<b>Federal Grantee Identifier (UEI)</b>	
<b>Mission Statement (if none exists, describe the primary focus of your work)</b>	
<b>Grant Amount Requested</b>	
<b>Target Conditions and/or Population(s) to be Served</b>	
<b>Geographic Region(s) to be Served</b>	
<b>Service(s) to be Offered</b>	
<b>Contact Name</b>	
<b>Contact Phone Number</b>	
<b>Contact Email Address</b>	

If the applicant will be providing services at multiple locations of the applicant organization, please complete the “Applicant Organization Locations” in Appendix B.

## Appendix B – Applicant Organization Locations

**Applicant Organization Name**

**Location Name**

**Location Address**

**Location Contact Name**

**Contact Phone Number**

**Contact Email Address**

**Specific Geographic Area to Be Served by this Location**

**Location Name**

**Location Address**

**Location Contact Name**

**Contact Phone Number**

**Contact Email Address**

**Specific Geographic Area to Be Served by this Location**

**Location Name**

**Location Address**

**Location Contact Name**

**Contact Phone Number**

**Contact Email Address**

**Specific Geographic Area to Be Served by this Location**

*Complete additional copies of this form as needed*

## **Appendix C –**

See Excel Workbook labeled Appendix D – Budget Workbook

## **Appendix D**

See Excel Workbook labeled Appendix D – Pre-Award Risk Assessment

Important Notes Regarding this Required Section:

1. The pre-award risk assessment excel workbook is required to be submitted with the bidder's response to this NOA. However, supporting documentation for this workbook is not required to be submitted with a bidder's response to this NOA. The State will request these documents from the successful bidder(s) prior to issuing a grant award.

## Appendix E

**2.5: SERVICES:** The State is seeking proposals from qualified organizations to perform the following activities:

The Grant Subrecipient shall implement at least one of the following tools during the approved period of performance:

### 1. eCQM Calculation Tools

Establish access to federally certified electronic health record technology (CEHRT) eCQM calculation tools that enable the Practice to compute, review, and use one or more of the following CMS Eligible Clinician (EC) eCQMs (specified at <https://ecqi.healthit.gov/>) for internal performance improvement and external reporting:

- CMS2 - Preventive Care and Screening: Screening for Depression and Follow-Up Plan (most recent year specifications: <https://ecqi.healthit.gov/ecqm/ec/2026/cms0002v15>)
- CMS50 - Closing the Referral Loop: Receipt of Specialist Report (most recent year specifications: <https://ecqi.healthit.gov/ecqm/ec/2026/cms0050v14>)
- CMS165 - Controlling High Blood Pressure (most recent year specifications: <https://ecqi.healthit.gov/ecqm/ec/2026/cms0165v14>)
- CMS122 - Diabetes: Glycemic Status Assessment Greater Than 9% (most recent year specifications: <https://ecqi.healthit.gov/ecqm/ec/2026/cms0122v14>)
- CMS138 - Preventive Care and Screening: Tobacco Use: Screening and Cessation Intervention (most recent year specifications: <https://ecqi.healthit.gov/ecqm/ec/2026/cms0138v14>)

### 2. Encounter Tracking Tools

Implement and support a comprehensive Community Health Team (CHT) encounter tracking system to document, monitor, and report services delivered to patients. Reports generated may be submitted through the VHIE (VITL) or through a secure EHR feed to State systems. Priority to practices who track CHT encounters as part of a patients' longitudinal health record in their EHR.

Information that is expected to be reported is described in the following table:

Data Element	Description	Minimum/Additional Requirement
Identifier (First and Last Name)	First and Last name, middle name or initial as available	Minimum
Identifier (Date of Birth)	DOB	Minimum

Identifier (Unique)	Last 4 SSN or insurance ID number	Minimum
Service Date	Date service provided	Minimum
Service Type	The label that identifies it as a CHT service, typically a medical service type code.	Minimum
Service Duration/Time Spend	Rounded in minutes to nearest 5-minute increment	Minimum
Encounter Type	In-person, phone, telehealth, home visit, community visit, group session, asynchronous outreach	Minimum
Encounter Status	Completed, attempted, cancelled, no-show	Additional
Team Member	Staff member conducting encounter	Additional
Team Role	CHW, RN, SW, Pharm, MH/SUD, peer support, etc.	Minimum
Referral Source	TBD	Additional
Referral Reason	TBD	Additional
Primary Diagnoses	ICD-10 code	Additional
Risk Score / Complexity Level	TBD	Additional
SDOH Screening	TBD	Additional
MH Screening	TBD	Additional
SUD Screening	TBD	Additional
Intervention Type	Care coordination/management which could include: Med Reconciliation with patient, Appointment Coordination, Team Based care, Community Resource Navigation. Tasks to support patient Transitions of Care Mental Health and/or Substance Use Disorder support Health Education Care Conferences	Minimum

	Brief treatment for SDOH/other type of significant physical or mental health	
Procedure Codes	CPT codes	Additional
Care Plan (Goals and Outcomes)	Y/N	Additional
Goal Setting	Y/N	Additional
Clinical Outcome Metrics	PHQ Change	Additional
Goal Achievement	Goal Attainment Scaling	Additional
Resolution of SDOH Needs	Closed-Loop Completion	Additional

This project will support implementation, training, ongoing data management, quality assurance and improvement, and reporting infrastructure to ensure accurate and compliant tracking of CHT services.

**Appendix F**  
**State of Vermont Standard Grant Attachments**

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated February 13, 2026) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

**ATTACHMENT E  
BUSINESS ASSOCIATE AGREEMENT**

**SOV CONTRACTOR/GRANTEE/BUSINESS ASSOCIATE:** \_\_\_\_\_

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**SOV CONTRACT NO.** \_\_\_\_\_ **CONTRACT EFFECTIVE DATE: 8/1/2026**

This Business Associate Agreement (“Agreement”) is entered into by and between the State of Vermont Agency of Human Services, operating by and through its **Department of Vermont Health Access** (“Covered Entity”) and Party identified in this Agreement as Contractor or Grantee above (“Business Associate”). This Agreement supplements and is made a part of the contract or grant (“Contract or Grant”) to which it is attached.

Covered Entity and Business Associate enter into this Agreement to comply with the standards promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 (“Privacy Rule”), and the Security Standards, at 45 CFR Parts 160 and 164 (“Security Rule”), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations.

**The parties agree as follows:**

1. **Definitions.** All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations. Terms defined in this Agreement are italicized. Unless otherwise specified, when used in this Agreement, defined terms used in the singular shall be understood if appropriate in their context to include the plural when applicable.

“*Agent*” means an *Individual* acting within the scope of the agency of the *Business Associate*, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c) and includes Workforce members and *Subcontractors*.

“*Breach*” means the acquisition, Access, Use or Disclosure of *Protected Health Information (PHI)* which compromises the Security or privacy of the *PHI*, except as excluded in the definition of *Breach* in 45 CFR § 164.402.

“*Business Associate*” shall have the meaning given for “Business Associate” in 45 CFR § 160.103 and means Contractor or Grantee and includes its Workforce, *Agents* and *Subcontractors*.

“*Electronic PHI*” shall mean *PHI* created, received, maintained or transmitted electronically in accordance with 45 CFR § 160.103.

“*Individual*” includes a Person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

“*Protected Health Information*” (“*PHI*”) shall have the meaning given in 45 CFR § 160.103, limited to the *PHI* created or received by *Business Associate* from or on behalf of Covered Entity.

“*Required by Law*” means a mandate contained in law that compels an entity to make a use or disclosure of *PHI* and that is enforceable in a court of law and shall have the meaning given in 45 CFR § 164.103.

“*Report*” means submissions required by this Agreement as provided in section 2.3.

“*Security Incident*” means the attempted or successful unauthorized Access, Use, Disclosure, modification, or destruction of Information or interference with system operations in an Information System relating to *PHI* in accordance with 45 CFR § 164.304.

“*Services*” includes all work performed by the *Business Associate* for or on behalf of Covered Entity that requires the Use and/or Disclosure of *PHI* to perform a *Business Associate* function described in 45 CFR § 160.103.

“*Subcontractor*” means a Person to whom *Business Associate* delegates a function, activity, or service, other than in the capacity of a member of the workforce of such *Business Associate*.

“*Successful Security Incident*” shall mean a *Security Incident* that results in the unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System.

“*Unsuccessful Security Incident*” shall mean a *Security Incident* such as routine occurrences that do not result in unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System, such as: (i) unsuccessful attempts to penetrate computer networks or services maintained by *Business Associate*; and (ii) immaterial incidents such as pings and other broadcast

attacks on *Business Associate's* firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above with respect to *Business Associate's* Information System.

“*Targeted Unsuccessful Security Incident*” means an *Unsuccessful Security Incident* that appears to be an attempt to obtain unauthorized Access, Use, Disclosure, modification or destruction of the Covered Entity’s *Electronic PHI*.

## 2. **Contact Information for Privacy and Security Officers and Reports.**

2.1 *Business Associate* shall provide, within ten (10) days of the execution of this Agreement, written notice to the Contract or Grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer of the *Business Associate*. This information must be updated by *Business Associate* any time these contacts change.

2.2 Covered Entity’s HIPAA Privacy Officer and HIPAA Security Officer contact information is posted at: <https://humanservices.vermont.gov/rules-policies/health-insurance-portability-and-accountability-act-hipaa>

2.3 *Business Associate* shall submit all *Reports* required by this Agreement to the following email address: [AHS.PrivacyAndSecurity@vermont.gov](mailto:AHS.PrivacyAndSecurity@vermont.gov)

## 3. **Permitted and Required Uses/Disclosures of PHI.**

3.1 Subject to the terms in this Agreement, *Business Associate* may Use or Disclose *PHI* to perform *Services*, as specified in the Contract or Grant. Such Uses and Disclosures are limited to the minimum necessary to provide the *Services*. *Business Associate* shall not Use or Disclose *PHI* in any manner that would constitute a violation of the Privacy Rule if Used or Disclosed by Covered Entity in that manner. *Business Associate* may not Use or Disclose *PHI* other than as permitted or required by this Agreement or as *Required by Law* and only in compliance with applicable laws and regulations.

3.2 *Business Associate* may make *PHI* available to its Workforce, *Agent* and *Subcontractor* who need Access to perform *Services* as permitted by this Agreement, provided that *Business Associate* makes them aware of the Use and Disclosure restrictions in this Agreement and binds them to comply with such restrictions.

3.3 *Business Associate* shall be directly liable under HIPAA for impermissible Uses and Disclosures of *PHI*.

4. **Business Activities.** *Business Associate* may Use *PHI* if necessary for *Business Associate's* proper management and administration or to carry out its legal responsibilities. *Business Associate* may Disclose *PHI* for *Business Associate's* proper management and administration or to carry out its legal responsibilities if a Disclosure is *Required by Law* or if *Business Associate* obtains reasonable written assurances via a written agreement from the Person to whom the information is to be Disclosed that such *PHI* shall remain confidential and be Used or further Disclosed only as *Required by Law* or for the purpose for which it was Disclosed to the Person, and the Agreement requires the Person to notify *Business Associate*, within five (5) business days, in writing of any *Breach* of Unsecured *PHI* of which it is aware. Such Uses and Disclosures of *PHI* must be of the minimum amount necessary to accomplish such purposes.

5. **Electronic PHI Security Rule Obligations.**

5.1 With respect to *Electronic PHI*, *Business Associate* shall:

a) Implement and use Administrative, Physical, and Technical Safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312;

b) Identify in writing upon request from Covered Entity all the safeguards that it uses to protect such *Electronic PHI*;

c) Prior to any Use or Disclosure of *Electronic PHI* by an *Agent* or *Subcontractor*, ensure that any *Agent* or *Subcontractor* to whom it provides *Electronic PHI* agrees in writing to implement and use Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of *Electronic PHI*. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the Use or Disclosure of *Electronic PHI*, and be provided to Covered Entity upon request;

d) Report in writing to Covered Entity any *Successful Security Incident* or *Targeted Unsuccessful Security Incident* as soon as it becomes aware of such incident and in no event later than five (5) business days after such awareness. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available;

e) Following such *Report*, provide Covered Entity with the information necessary for Covered Entity to investigate any such incident; and

f) Continue to provide to Covered Entity information concerning the incident as it becomes available to it.

5.2 Reporting *Unsuccessful Security Incidents*. *Business Associate* shall provide Covered Entity upon written request a *Report* that: (a) identifies the categories of *Unsuccessful Security Incidents*; (b) indicates whether *Business Associate* believes its current defensive security measures are adequate to address all *Unsuccessful Security Incidents*, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures *Business Associate* will implement to address the security inadequacies.

5.3 *Business Associate* shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

## 6. **Reporting and Documenting Breaches.**

6.1 *Business Associate* shall *Report* to Covered Entity any *Breach* of Unsecured *PHI* as soon as it, or any Person to whom *PHI* is disclosed under this Agreement, becomes aware of any such *Breach*, and in no event later than five (5) business days after such awareness, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available.

6.2 Following the *Report* described in 6.1, *Business Associate* shall conduct a risk assessment and provide it to Covered Entity with a summary of the event. *Business Associate* shall provide Covered Entity with the names of any *Individual* whose Unsecured *PHI* has been, or is reasonably believed to have been, the subject of the *Breach* and any other available information that is required to be given to the affected *Individual*, as set forth in 45 CFR § 164.404(c). Upon request by Covered Entity, *Business Associate* shall provide information necessary for Covered Entity to investigate the impermissible Use or Disclosure. *Business Associate* shall continue to provide to Covered Entity information concerning the *Breach* as it becomes available.

6.3 When *Business Associate* determines that an impermissible acquisition, Access, Use or Disclosure of *PHI* for which it is responsible is not a *Breach*, and therefore does not necessitate notice to the impacted *Individual*, it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). *Business Associate* shall make its risk assessment available to Covered Entity upon request. It shall include 1) the name of the person making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the *PHI* had been compromised.

**7. Mitigation and Corrective Action.** *Business Associate* shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible Use or Disclosure of *PHI*, even if the impermissible Use or Disclosure does not constitute a *Breach*. *Business Associate* shall draft and carry out a plan of corrective action to address any incident of impermissible Use or Disclosure of *PHI*. *Business Associate* shall make its mitigation and corrective action plans available to Covered Entity upon request.

**8. Providing Notice of Breaches.**

8.1 If Covered Entity determines that a *Breach of PHI* for which *Business Associate* was responsible, and if requested by Covered Entity, *Business Associate* shall provide notice to the *Individual* whose *PHI* has been the subject of the *Breach*. When so requested, *Business Associate* shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. *Business Associate* shall be responsible for the cost of notice and related remedies.

8.2 The notice to affected *Individuals* shall be provided as soon as reasonably possible and in no case later than sixty (60) calendar days after *Business Associate* reported the *Breach* to Covered Entity.

8.3 The notice to affected *Individuals* shall be written in plain language and shall include, to the extent possible: 1) a brief description of what happened; 2) a description of the types of Unsecured *PHI* that were involved in the *Breach*; 3) any steps *Individuals* can take to protect themselves from potential harm resulting from the *Breach*; 4) a brief description of what the *Business Associate* is doing to investigate the *Breach* to mitigate harm to *Individuals* and to protect against further *Breaches*; and 5) contact procedures for *Individuals* to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

8.4 *Business Associate* shall notify *Individuals* of *Breaches* as specified in 45 CFR § 164.404(d) (methods of *Individual* notice). In addition, when a *Breach* involves more than 500 residents of Vermont, *Business Associate* shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

9. **Agreements with Subcontractors.** *Business Associate* shall enter into a Business Associate Agreement with any *Subcontractor* to whom it provides *PHI* to require compliance with HIPAA and to ensure *Business Associate* and *Subcontractor* comply with the terms and conditions of this Agreement. *Business Associate* must enter into such written agreement before any Use by or Disclosure of *PHI* to such *Subcontractor*. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the Use or Disclosure of *PHI*. *Business Associate* shall provide a copy of the written agreement it enters into with a *Subcontractor* to Covered Entity upon request. *Business Associate* may not make any Disclosure of *PHI* to any *Subcontractor* without prior written consent of Covered Entity.

10. **Access to PHI.** *Business Associate* shall provide access to *PHI* in a Designated Record Set to Covered Entity or as directed by Covered Entity to an *Individual* to meet the requirements under 45 CFR § 164.524. *Business Associate* shall provide such access in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any request for Access to *PHI* that *Business Associate* directly receives from an *Individual*.

11. **Amendment of PHI.** *Business Associate* shall make any amendments to *PHI* in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an *Individual*. *Business Associate* shall make such amendments in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any request for amendment to *PHI* that *Business Associate* directly receives from an *Individual*.

12. **Accounting of Disclosures.** *Business Associate* shall document Disclosures of *PHI* and all information related to such Disclosures as would be required for Covered Entity to respond to a request by an *Individual* for an accounting of disclosures of *PHI* in accordance with 45 CFR § 164.528. *Business Associate* shall provide such information to Covered Entity or as directed by Covered Entity to an *Individual*, to permit Covered Entity to respond to an accounting request. *Business Associate* shall provide such information in the time and manner reasonably designated by Covered Entity. Within five

(5) business days, *Business Associate* shall forward to Covered Entity for handling any accounting request that *Business Associate* directly receives from an *Individual*.

**13. Books and Records.** Subject to the attorney-client and other applicable legal privileges, *Business Associate* shall make its internal practices, books, and records (including policies and procedures and *PHI*) relating to the Use and Disclosure of *PHI* available to the Secretary of Health and Human Services (HHS) in the time and manner designated by the Secretary. *Business Associate* shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether *Business Associate* is in compliance with this Agreement.

**14. Termination.**

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all the *PHI* is destroyed or returned to Covered Entity subject to Section 18.8.

14.2 If *Business Associate* fails to comply with any material term of this Agreement, Covered Entity may provide an opportunity for *Business Associate* to cure. If *Business Associate* does not cure within the time specified by Covered Entity or if Covered Entity believes that cure is not reasonably possible, Covered Entity may immediately terminate the Contract or Grant without incurring liability or penalty for such termination. If neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary of HHS. Covered Entity has the right to seek to cure such failure by *Business Associate*. Regardless of whether Covered Entity cures, it retains any right or remedy available at law, in equity, or under the Contract or Grant and *Business Associate* retains its responsibility for such failure.

**15. Return/Destruction of PHI.**

15.1 *Business Associate* in connection with the expiration or termination of the Contract or Grant shall return or destroy, at the discretion of the Covered Entity, *PHI* that *Business Associate* still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. *Business Associate* shall not retain any copies of *PHI*. *Business Associate* shall certify in writing and report to Covered Entity (1) when all *PHI* has been returned or destroyed and (2) that *Business Associate* does not continue to maintain any *PHI*. *Business Associate* is to provide this certification during this thirty (30) day period.

15.2 *Business Associate* shall report to Covered Entity any conditions that *Business Associate* believes make the return or destruction of *PHI* infeasible. *Business Associate* shall extend the protections of this Agreement to such *PHI* and limit further Uses and Disclosures to those purposes that make the return or destruction infeasible for so long as *Business Associate* maintains such *PHI*.

16. **Penalties.** *Business Associate* understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of *PHI* and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations.

17. **Training.** *Business Associate* understands its obligation to comply with the law and shall provide appropriate training and education to ensure compliance with this Agreement. If requested by Covered Entity, *Business Associate* shall participate in Covered Entity's training regarding the Use, Confidentiality, and Security of *PHI*; however, participation in such training shall not supplant nor relieve *Business Associate* of its obligations under this Agreement to independently assure compliance with the law and this Agreement.

18. **Miscellaneous.**

18.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contract or Grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the Contract or Grant continue in effect.

18.2 Each party shall cooperate with the other party to amend this Agreement from time to time as is necessary for such party to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA. This Agreement may not be amended, except by a writing signed by all parties hereto.

18.3 Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

18.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule, Security Rule, and HITECH) in construing the meaning and effect of this Agreement.

18.5 *Business Associate* shall not have or claim any ownership of *PHI*.

18.6 *Business Associate* shall abide by the terms and conditions of this Agreement with respect to all *PHI* even if some of that information relates to specific services for which *Business Associate* may not be a “*Business Associate*” of Covered Entity under the Privacy Rule.

18.7 *Business Associate* is prohibited from directly or indirectly receiving any remuneration in exchange for an *Individual’s PHI*. *Business Associate* will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. *Reports* or data containing *PHI* may not be sold without Covered Entity’s or the affected Individual’s written consent.

18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for *Business Associate* to return or destroy *PHI* as provided in Section 14.2 and (b) the obligation of *Business Associate* to provide an accounting of disclosures as set forth in Section 12 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

Rev. 05/22/2020

**ATTACHMENT F: STANDARD VERMONT AGENCY OF HUMAN  
SERVICES PROVISIONS FOR CONTRACTS AND GRANTS  
REVISED SEPTEMBER 2, 2025**

1. **Definitions.**
  - A. As used in this Attachment F, the terms “**Agreement**” and “**Party**” are defined in Attachment C.
  - B. “**State Data:**” For the purposes of this Agreement, the term State Data, defined in Attachment C as “data received, obtained, or generated by Party in connection with performance under this Agreement,” does not include AHS-Funded Service Data.
  - C. “**AHS-Funded Service Data**” means data that is received, obtained, or generated by Party in the course of providing goods or services for the direct benefit of third parties under this Agreement, except a) when such goods or services are provided on behalf of the State or b) to the extent such data is collected or used to provide services to the State.
  - D. “**Work Product**” means:
    - i. any tangible or intangible ideas, inventions, improvements, modifications, discoveries, development, customization, configuration, methodologies or processes, designs, models, drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, work of authorship, specifications, operating instructions, procedures manuals or other documentation, technique, know-how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) and any derivative thereof
    - ii. that is specifically made, conceived, discovered or reduced to practice under this agreement, including Jointly Developed Work.
  - E. “**Deliverables**” means all items that Party is required to deliver to the State under this Agreement.
  - F. “**Licensed Intellectual Property**” means any work, ideas, inventions, discoveries, tools, methodology, computer programs, processes and improvements and any other intellectual property, tangible or intangible, that is provided, purchased, or licensed by or to Party for the use or benefit of the State under this Agreement and:
    - i. was created prior to the execution of this Agreement or
    - ii. was not created or obtained using State funds or specifically for the benefit of the State.
  - G. “**State Intellectual Property**” means:
    - i. all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and all State trademarks,

- trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Agreement,
- ii. all information that is created for the direct benefit of State under this Agreement including, but not limited to, all data, reports, or records generated through the use by Party, the State, or any third party of any technology systems or knowledge bases that are developed, purchased, or licensed in connection with this Agreement, and
  - iii. any work, ideas, inventions, discoveries, tools, methodology, computer programs, processes and improvements and any other intellectual property, tangible or intangible, that has been licensed to State by a third party under a separate agreement with State for the use or benefit of State under this Agreement.
- H. **“Jointly Developed Work”** is a subset of Work Product and means:
- i. any materials jointly created under this Agreement by the State and Party or any third party and
  - ii. any modifications, enhancements, and/or reconfigurations of or to Licensed Intellectual Property and/or derivative works based on Licensed Intellectual Property completed as part of this Agreement.
- I. **“Non-State Work Product”** means information:
- i. that is submitted to Party by a third party or created by Party on behalf of a third party under this Agreement,
  - ii. that the State is restricted from accessing by law or, when permitted under the terms of this Agreement, confidentiality terms adopted or agreed to by Party.
2. **Authority of Agency of Human Services.** The Agency of Human Services has oversight authority for all contracts and grants executed by its departments, boards, offices, and business units, however denominated. AHS has shared authority over contracts, grants, and scopes of work executed by the Agency of Digital Services on behalf of AHS, its departments, boards, offices, and business units, however denominated.
- A. 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.
- B. Party agrees to cooperate with both the named AHS-associated party to this Agreement 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 Agreements.** The following terms apply to Agreements funded under Vermont’s Medicaid Program through the Centers for Medicare and Medicaid Services (CMS):

**A. General:**

- i. In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements and comply with all requests appropriate to enable AHS, the U.S. Department of Health and Human Services (along with its Inspector General and CMS), the Comptroller General, the Government Accountability Office, or any of their designees, to audit and evaluate through inspection or any other means of the quality, appropriateness and timeliness of services provided under this Agreement.
- ii. In addition to the requirements of Attachment C for Sub-Agreements, Party is responsible for ensuring a) that the Agreement is fully performed according to its terms, b) that subcontractor agrees to and remains in compliance with the terms applicable to Party under this Agreement as well as terms applicable to the service or activity delegated under the subcontract, and c) that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont.

**B. Managed Care Program Contracts:** The following terms apply to Parties providing managed care program services and services related to state-operated Managed Care Organization entity operations.

- i. Party will extend the rights provided under Section 3.A.i. to include the right to audit, evaluate, and inspect any books, records, contracts, computer or other electronic systems of Party or its Subcontractors that pertain to any aspect of services and activities performed, or determination of amounts payable under this Agreement.
- ii. Party must make available for the purposes of audit, evaluation, or inspection its premises, physical facilities, equipment, books, records, contracts, computer, or other electronic systems relating to Medicaid enrollees.
- iii. Party must retain records and ensure the right to audit will exist through 10 years from the final date of the Agreement period or from the date of completion of any audit, whichever is later.
- iv. 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.

- v. Party must make available on request all contracts, subcontracts and service provider agreements between 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.
  - vi. 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.
  - vii. 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.
- C. Medicaid Automated Data Processing (ADP):** The following terms apply to Parties providing ADP services and solutions.
- i. Party must provide for the purposes of audit or evaluation the ADP system in all of its aspects, including design developments, operation, and cost records of Party and subcontractors at such intervals as are deemed necessary by the US Department of Health and Human Services to determine whether conditions for funding approval are being met and to determine the efficiency, economy, and effectiveness of the system.
  - ii. Party must 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(f), *ADP System Security Requirements and Review Process*.
- 4. Terms Relating to Direct Services or Interactions with AHS Program Individuals or Populations:** The following terms apply only to Agreements under which Party will directly interact with individuals receiving services from or otherwise involved in AHS programs.
- A. Children and Vulnerable Adults - Abuse Registries:** The following terms apply with respect to any services involving the care, custody, treatment, transportation, or supervision provided directly to children or to vulnerable adults:
- i. Such services may not be performed by an employee, volunteer or other service provider of the Party, or otherwise reimbursed under the Agreement, if there has been a substantiation of abuse, neglect, or exploitation involving the individual performing the service.
  - ii. Party must verify, as provided under 33 V.S.A. § 6911(c)(3), through the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living that no such substantiated allegation of abuse, neglect, or exploitation exists against any individual providing services to vulnerable adults.
  - iii. Party must verify, as provided under 33 V.S.A. § 4919(a), through the Department for Children and Families that no such substantiated allegation of

abuse, neglect, or exploitation exists against any individual providing services to children.

**B. Children and Vulnerable Adults - Reporting of Abuse, Neglect, or Exploitation:** The following terms apply with respect to services performed under this Agreement in which Party and any of its agents or employees are caregivers or have any other direct contact with clients:

- i. Party must ensure its agents or employees receive appropriate training on the reporting of abuse and neglect to children as required under 33 V.S.A. §§ 4911 et seq., and/or abuse, neglect or exploitation of vulnerable adults as provided under 33 V.S.A. §§ 6901 et seq.
- ii. Party, its agents, or employees having a reasonable cause to believe that a child has been abused or neglected must make a report within 24 hours to the Commissioner of the Department for Children and Families containing the information required by 33 V.S.A. §4914.
- iii. Party, its agents, or employees having a reasonable cause to believe that a vulnerable adult has been abused, neglected, or exploited must make a report within 48 hours to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living containing the information required by 33 V.S.A. §6904.

**C. Direct Social and Mental Health Services – Workplace Violence Prevention and Crisis Response:** Parties providing direct social or mental health services under this Agreement must 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 such direct services.

- i. Party must, 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.
- ii. Party, through its violence protection and crisis response committee, must evaluate the efficacy of its policy, and update the policy as appropriate, at least annually. Party must provide the policy and any written evaluations thereof to employees delivering direct social or mental health services.
- iii. Party must 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.

**D. 2-1-1 Database:** Party must review the inclusion/exclusion criteria available at [www.vermont211.org](http://www.vermont211.org). If Party provides included services in or near the border of Vermont, Party must provide 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.

**E. Children’s Services – Prohibition of Environmental Tobacco Smoke, Tobacco Products and Substitutes, and Cannabis. 33 V.S.A. § 3504 and Public Law 103-227 (also known as the Pro-Children Act of 1994):**

- i. Party must ensure that no person is permitted: a) to use cannabis as defined in 18 V.S.A. § 4201 or 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; b) to smoke 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; c) to use cannabis, 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 must refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors, or d) cultivate cannabis in a licensed or registered family child care home.
- ii. Failure to comply with the federal tobacco prohibitions may result in the imposition of a civil monetary penalty and/or the imposition of an administrative compliance order on the responsible entity under 20 USCA § 6083. 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.
- iii. Failure to comply with State cannabis prohibitions may result in the imposition of a misdemeanor criminal fine under 33 V.S.A. § 3504.

**F. Substance Use Treatment Services:** If Party provides Substance Use Treatment services, Party must Determine whether it, in its entirety or with respect to any unit, personnel, or staff, is a Part 2 Program as defined in 42 C.F.R. § 2.11. If Party is a Part 2 Program, Party must:

- i. prior to the commencement of any work under this Agreement involving the creation, use, or disclosure of Substance Use records, have notified the AHS Privacy Officer of its determination, submitted all consent forms applicable to such work to the AHS Privacy Officer, and have received approval from State; and
- ii. comply with provisions requiring notice of prohibition on redisclosure for Part 2 protected claims and other Part 2 protected records submitted to the State.

**G. Voter Registration:** Parties who, in the regular course of its business, collect and verify documents described in 17 V.S.A. § 2145b(e) may be designated as a voter registration agency by the Secretary of State. If designated by the Secretary of

State, Party agrees to comply with the requirements of state and federal law pertaining to such agencies.

**H. Continuity of Service and Termination Assistance:** Party must maintain records reasonably necessary for continuity or coordination of services provided to third parties under this Agreement or for the resolution of matters under this Agreement in which Party directly interacted with individuals involved in AHS programs.

- i. Party must employ measures to protect against destruction, loss, or damage of such records due to environmental hazards, such as fire and water damage.
- ii. When complying with the Termination Assistance requirements of Attachment C section 27.C, Party must take all reasonable and prudent measures to ensure that such services provided under this Agreement are transitioned appropriately to other service providers, including coordination of care and reasonable retention and timely transfer of service records.

**5. Non-Discrimination:**

- A. Party shall not unlawfully discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from unlawful 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 unlawfully 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.
- B. No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be unlawfully 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.
- C. 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. **Classification of Independent Contractors:** Party staff residing in or whose primary workplace is located in the State of Vermont must be appropriately classified by Party as either “employees” or “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.

A. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance with respect to classification of staff residing in or whose primary workplace is located in the State of Vermont.

B. Party must, on request, provide to the Agency of Human Services information pertaining to the classification of such staff 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:**

A. **Compliance with Applicable Law:** Party must comply with applicable State and Federal law relating to the privacy and security of data, including but not limited to Vermont’s 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, protections for Exchange Personally Identifiable Information, 45 C.F.R. § 155.260, protections for Medicaid records, 33 V.S.A. § 1902a, protections for Department for Children and Families Records, 33 V.S.A. § 111, the Health Insurance Portability and Accountability Act (HIPAA) regulations, 45 CFR Parts 160 and 164, and federal rules for Confidentiality of Substance use Disorder Patient Records under 42 CFR Part 2 (“Part 2”).

B. The notice required under the Use and Protection of State Information terms of Attachment C shall be provided to the Agency of Digital Services Chief Information Security Officer. <https://digitalservices.vermont.gov/about-us/contacts>.

C. Following termination of this Agreement for any reason, the privacy and security requirements of this Agreement will continue to apply to all data received, obtained, or generated by Party under this Agreement until it is securely returned to the State or destroyed according to the terms of this Agreement or as instructed by the State.

**D. State Data:**

- i. Party must comply with the privacy and security requirements of Attachment C, and, as applicable, Attachments D, E, and H, with respect to all State Data.
- ii. Party is bound by the provisions of 42 CFR Part 2 with respect to any applicable State Data.
- iii. Party must comply with all State requests for cooperation in its compliance with applicable law, rule, and practice for the privacy and security of State Data.
- iv. Party must assume responsibility at its own expense for remediation activities required under applicable law in response to a security incident that compromises State Data (“Security Breach”). Such obligations will be

determined at the sole discretion of the State, including a) notice to the Attorney General or Department of Financial Regulation, b) notice to affected consumers, c) investigation and remediation including but not limited to outside investigation, forensics, counsel, crisis management, and credit monitoring.

**E. Compliance With Privacy Practices for AHS-Funded Service Data:** To the extent Party creates, obtains, or receives AHS-Funded Service Data, Party must adopt and adhere to privacy practices for the protection of such data. Such practices must conform with the requirements of AHS Rule No. 08-048 or applicable law and must address the use and disclosure of personal information that relates to any beneficiary or recipient of goods, services, or other forms of support.

**F. Use and Protection of AHS-Funded Service Data:** The provisions of Attachment C Section 12 that apply to State Data also apply to AHS-Funded Service Data, except that:

- i. Party may use AHS-Funded Service Data for its own purposes, provided such use is consistent with its privacy practices and applicable law, except that Party must obtain written permission before providing or allowing AHS-Funded Service Data to be used to train artificial intelligence technologies.
- ii. Party must securely destroy Confidential AHS-Funded Service Data a) following any period of retention required by this Agreement, law, professional or industry standard, or regulation, or b) as required by law.
- iii. Party may collect, use, or disclose AHS-Funded Service Data in any manner consistent with its privacy practices and expressly permitted under AHS Rule No. 08-048.
- iv. Party must promptly notify the State of a request or demand by a court, governmental agency, or other person asserting a demand or request for AHS Funded Service Data to the extent such request relates specifically to the services provided under this Agreement.
- v. Party may update or correct AHS-Funded Service Data without prior written consent of the State but must employ appropriate controls to ensure such records will not be inadvertently or maliciously altered.
- vi. To the extent permitted by applicable law, professional or industry standard, or regulation, Party may allow AHS Funded Service Data to be processed, transmitted, stored, or transferred outside the United States consistent with the express terms of Party's notice of privacy practices, the express consent of the individuals who are the subject of such Data, or the express written permission of the State.
- vii. Party must comply with special terms provided, as applicable, in Attachment D under the heading "Special Privacy and Security Requirements."

- G. In addition to any other indemnification obligations in this Contract, the Contractor shall fully indemnify and save harmless the State from any costs to the State resulting from a Security Breach or the unauthorized disclosure of State Data or AHS-Funded Service Data by the Contractor, its officers, agents, employees, and subcontractors.
8. **State Computer Equipment and System Access:** Unless expressly provided in Attachment A or D, Party must supply its own computing equipment, networking equipment, and internet access. To the extent Party is provided or otherwise obtains access to State systems, equipment, or accounts:
- A. Party is responsible for all damage, loss, or theft to State equipment resulting from acts or omissions of Party, its employees, agents, or subcontractors and
  - B. Party will complete any training and comply with all applicable laws, rules, and policies, including applicable policies of the Vermont Agency of Digital Services, related to such access.
9. **Compliance with Federal Intangible Asset Regulations:** For Agreements receiving Federal funds, Party must ensure that title to intangible assets vests in the State and/or reserve appropriate licenses in intangible assets to Federal partners to the extent provided under applicable regulations, as may be further described in Attachment D under the heading Ownership and License in Work Product and Deliverables.
10. **Intangible Assets:** Except as necessary to comply with Section 9, Party agrees to the following terms.
- A. Ownership and License in Work Product:**
- i. Work Product will be owned by the State, regardless of the state of completion. All Work Product must be delivered to the State upon 30 days' notice by the State.
  - ii. Provided Party grants State license, as described herein, to use any such Licensed Intellectual Property incorporated into Deliverables, Party will not be required to grant State ownership of Licensed Intellectual Property
  - iii. To the extent exclusive title and/or complete and exclusive ownership rights in and to any Work Product may not originally vest in the State by operation of law or otherwise as contemplated hereunder, Party must immediately upon request, unconditionally and irrevocably assign, transfer and convey to the State all right, title and interest therein.
  - iv. The State will have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, all patents and copyrights, and all applications and registrations, renewals and continuations thereof and/or any and all other appropriate protection related to Work Product and State Intellectual Property.

- v. The State may grant license, title, or other rights in or to Work Product to Party only to the extent permitted under applicable law and according to terms modifying this Attachment F.
- B. Ownership and License in Non-State Work Product:** To the extent Party creates or receives Non-State Work Product under this Agreement:
- i. neither the State nor Party shall make any claim of rights, title, or ownership over Non-State Work Product; and
  - ii. Party must obtain from applicable third parties such rights, title, or ownership in Non-State Work Product as necessary to ensure any use or access to Non-State Work Product under this Agreement by, for the direct benefit of, or on behalf of the State.
- C. Ownership and License in Licensed Intellectual Property:** Except as necessary to comply with the following terms of this subsection C, Party and/or its Licensors retain all rights, title, and interest in and to Licensed Intellectual Property.
- i. To the extent delivered under this Agreement, upon full payment to Party in accordance with Attachment B, and subject to the terms and conditions contained herein, Party hereby a) assigns to State all rights in and to all Deliverables, except to the extent they include Licensed Intellectual Property and b) grants to the State or must, in the case of Licensed Intellectual Property owned by a third party, obtain for the benefit of State, a perpetual, non-exclusive, irrevocable, royalty-free license to use Licensed Intellectual Property for State's internal business purposes including, but not limited to, use in any manner or for any purpose described in Attachment A and to authorize others to do the same on the State's behalf.
  - ii. Where the use of Licensed Intellectual Property is necessary for the development and/or use of Deliverables, Party hereby grants to the State or must, in the case of Licensed Intellectual Property created by a third party, obtain for the benefit of State a royalty-free license for such use.
  - iii. Party must reserve for Federal funding partners any licenses required under Section 9 of this Attachment F.
  - iv. Party may not sell or apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, any patents and copyrights and any applications and registrations, renewals and continuations thereof and/or any other protection related to Jointly Developed Works without written permission from the State or in any manner prohibited under Federal regulation.
- D. State Intellectual Property:**
- i. Party may not collect, access, or use State Intellectual Property for any purpose other than as specified in this Agreement.

- ii. Upon expiration or termination of this Agreement, Party will have no further right or license to State Intellectual Property and must return or destroy State Intellectual Property according to the terms of this Agreement.
- iii. Party acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event may the Party claim any security interest in State Intellectual Property.
- iv. If Party is operating or hosting a system or application on behalf of the State of Vermont, then the Party must 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.

**11. Other Provisions:**

- A. **Drug Free Workplace Act:** Party will assure a drug-free workplace in accordance with 45 CFR Part 76.
- B. **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.
- C. **Sub-Agreements:** Party must include, as applicable, terms of this Attachment F in any subcontract, subaward, or assignment under this Agreement permitted pursuant to the terms of Attachment C. Notwithstanding such subcontract, subgrant, or assignment, Party will remain responsible for the full performance of this Agreement and compliance with this Attachment F as it applies to this Agreement, including any parts subcontracted, sub-awarded, or assigned to other parties.

**ATTACHMENT G**  
**STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)**

(Revision date: *December 30, 2024*)

**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.

## **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO**

**SURVEILLANCE SERVICES OR EQUIPMENT-** this clause must be included in all subcontracts.

In connection with this contract, Contractors and Subcontractors are prohibited from:

(a) Utilizing, procuring or obtaining equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes,

video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

**SUSPENSION AND DEBARMENT** - This clause must be included in all subcontracts

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of the recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or

proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

**BYRD ANTI-LOBBYING CERTIFICATION** - The following provision is applicable to the Contractor for contracts over \$100,000.00, and Contractor shall include this clause in all its subcontracts over \$100,000.00.

Contractor has provided the certification required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended, and will follow the requirements for certification of each lower tier (subcontract) to disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the Contractor who in turn will forward the certification(s) to the federal awarding agency.

### **DOMESTIC PREFERENCE FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

### **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS FIRMS.**

(a) Contractor entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section

## **SUBCONTRACTS**

Contractor shall include all above provisions of the "State of Vermont - Federal Terms Supplement (Non-Construction)" Attachment in all subcontracts for work performed related to this contract.