

State of Vermont Agency of Human Services
280 State Drive, - Center Building
Waterbury, VT, 05676

NOTICE OF FUNDING OPPORTUNITY

Rural Health Transformation Program

Subrecipient Grant to Healthcare Providers to Purchase Artificial Intelligence Technology (AI) Transcription/Scribe Technology

Subrecipient activity #13

RHT_AHSCO_0001_FY26

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 APPLICANT TO PERIODICALLY CHECK THE ABOVE WEBPAGE FOR ANY AND ALL NOTIFICATIONS, RELEASES AND ADDENDUMS ASSOCIATED WITH THIS NOTICE OF APPLICATION.

STATE CONTACT:

Matthew Rockwell

E-MAIL:

ahs.contracts@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.

Application Posted	May 12, 2026
Deadline for Questions	May 20, 2026
Application Deadline	June 5, 2026
Anticipated Selection Notifications	June 19, 2026
Commencement of Grant Agreement	No later than August 1, 2026

1. Overview:

- 1.1. 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.
- 1.2. Statement of Purpose:** The purpose of this Notice of Funding Opportunity (NOFO) is to provide funds to providers to purchase or lease Artificial Intelligence (AI) transcription/scribe technology, for those healthcare organizations that do not have it or wish to expand the use of or upgrade existing AI transcription/scribe technology to support rural communities. AI transcription/scribe technology has proven to increase efficiency and reduce burden in primary care sites. Providers and patients in Vermont are expressing high satisfaction with transcription/scribe technology at those practices where it is already available. Transcription/scribe devices automate an average of over two hours of daily administrative work, transcribing and processing clinician-patient conversations, producing clinical notes and follow-up materials so clinicians can focus on delivering quality care to their patients. Investing in these services will produce clinical and administrative efficiencies for providers that will lead to improvements in the quality of care.
- 1.3. 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. Year 1 grants under this project may be extended for up to four (4) one-year option periods with Agency of Human Services (AHS) and Centers for Medicare and Medicaid Services (CMS) approval.
- 1.4. Single Point of Contact:** All communications concerning this NOFO are to be addressed in writing to the State Contact listed on the front page of this NOFO. Actual or attempted contact with any other individual from the State concerning this NOFO is strictly prohibited and may result in disqualification.
- 1.5. Question and Answer Period:** Any applicant requiring clarification of any section of this NOFO or wishing to comment on any requirement of the NOFO must submit specific questions in writing no later than the deadline for question submission indicated on the first page of this NOFO. Questions may be e-mailed to the point of contact on the front page of this NOFO. 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 Vermont Business Registry at www.vermontbusinessregistry.com. Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.
- 1.6. Changes to this NOFO** Any modifications to this NOFO will be made in writing by the State through the issuance of an Addendum to this NOFO and posted online on the Vermont Business Registry at www.vermontbusinessregistry.com. Modifications from any other source are not to be considered.

1.7. Source of Funds: 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. This subrecipient grant is contingent on funding and approval from CMS.

1.8. APEX Accelerator: This project is being funded in whole or in part using federal monies. If an applicant requires assistance in preparing their proposal or needs guidance on socioeconomic certifications, the applicant may contact the Vermont APEX Accelerator. The APEX Accelerator specializes in helping small businesses navigate the documentation associated with State and Federal procurement. Their website is: <http://apex.vermont.gov>.

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

1. Pre-award costs.
2. Meeting matching requirements for any other federal funds or local entities.
3. Supplanting existing State, local, tribal, or private funding of infrastructure or services, such as staff salaries.
4. 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.
5. 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.
6. 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.
7. Funds also may not be used for clinician salaries or wage supports for facilities that subject clinicians to non-compete contractual limitations.
8. Subrecipient grant scope and funding may not be duplicative of that awarded under other RHT subrecipient grant opportunities.

2. Detailed Requirements & Desired Outcomes:

2.1. Eligibility: This subrecipient grant opportunity through the Vermont Agency of Human Services (AHS) is open to rural providers physically located in Vermont, and nonprofit provider consortiums servicing providers that are offering shared AI transcription/scribe purchasing, leasing, and/or service opportunities for rural healthcare providers physically located in Vermont.

- 2.1.1.** Eligible healthcare providers may include, but are not limited to, primary care, specialty care, mental health, substance use disorder, skilled nursing and long-term care, home health, and Support and Services at Home (SASH).
- 2.1.2.** All Vermont healthcare providers with practices located in rural ZIP codes, as defined in Appendix B, Table 1, are eligible to apply for this grant. Providers with practices located in urban ZIP codes, as defined in Appendix B, Table 2, may also apply, but priority will be given to those serving a higher percentage of unique patients who reside in rural ZIP codes. For each practice site located in an urban ZIP code, a minimum threshold of 20% of unique patients residing in rural ZIP codes is required for consideration. Multi-practice-site providers and nonprofit provider consortiums servicing providers may not use this award for provider sites that do not meet the minimum threshold. This threshold is subject to change pending further guidance from CMS.

Eligibility by Applicant Type and Location

	Single-practice-site provider	Multi-practice-site provider or nonprofit provider consortium
All practice site(s) located in a rural ZIP code as defined in Appendix B, Table 1	The site is eligible.	All sites are eligible.
One or more eligible practice site(s) located in an urban ZIP code as defined in Appendix B, Table 2	The provider must attest that at least 20% of its unique patients reside in rural ZIP codes (Appendix B, Table 1). Sites that do not meet this minimum threshold are not eligible. Priority will be given to sites serving a higher percentage of patients residing in rural ZIP codes. Providers must provide information on the percentage of unique patients served that reside in rural ZIP codes (Appendix B, Table 1).	For each site in an urban ZIP code that is included in the application, the provider or consortium must attest that at least 20% of unique patients reside in rural ZIP codes (Appendix B, Table 1). Sites that do not meet this minimum threshold are not eligible. Priority will be given to proposals serving a higher percentage of patients residing in rural ZIP codes. The provider or consortium must provide information on the percentage of unique patients served that reside in rural ZIP codes (Appendix B,

	Table 1) across all practices included in the application.
--	--

2.1.3. Eligible providers must not have AI transcription/scribe technology or are expanding the use of or upgrading existing AI transcription/scribe technology to support rural communities.

2.1.4. Applicants must ensure they have completed full [SAM registration](#) and possess a valid Unique Identifier (UEI) to be eligible for award.

2.2. SERVICES: The State is seeking proposals from qualified organizations to perform one or more of the following activities:

2.2.1. Artificial Intelligence (AI) Transcription/Scribe Technology

Purchase or lease secure, HIPAA-compliant AI transcription/scribe technology that supports administrative work, transcribing and processing clinician-patient conversations, producing clinical notes and follow-up materials so clinicians can focus on delivering quality care to their patients, and that meets current federal standards for security and interoperability for health information technology systems, including the HIPAA Security Rule and 45 CFR Section 170.215, "Application Programming Interface Standards", as applicable. The covered technology must integrate with, i.e. be interoperable with, federally Certified Electronic Health Record Technology (CEHRT). Use of this AI transcription/scribe technology must comply with applicable State of Vermont statutes.

2.2.2. Supporting Capabilities (Non-Broadband)

Implement related hardware, system integration, and cybersecurity infrastructure necessary for AI transcription/scribe service delivery in a manner that is secure, HIPAA-compliant, and interoperable with CEHRT. Grant funds shall not be used for broadband infrastructure or internet service, see the Funding Restrictions section for details.

2.2.3. Technical Assistance and Training

Proposals may include technical assistance and training related to:

- Technology selection and implementation
- Workflow integration
- Cybersecurity and risk management
- Privacy, security, and regulatory compliance

2.2.4. Operational Readiness and Service Activation

Integrate AI transcription/scribe services into routine operations and ensure staff readiness to use AI transcription/scribe technology effectively.

2.3 Compliance Requirements: The subrecipient shall comply with:

- 2 CFR Part 200 (Uniform Guidance)
- All applicable Vermont Agency of Human Services and State grant policies and procedures
- HIPAA and other applicable state and federal privacy and security requirements

2.4 REPORTING REQUIREMENTS: To ensure accountability and assess the impact of the award, subrecipients will be required to fulfill the following reporting requirements:

All subrecipients are subject to quarterly reporting requirements, with the first quarterly report due October 30, 2026. The quarterly reports must include a narrative description of grant activities to date, and outcomes to date for the following two metrics.

Metric 1: number of unique individual providers who have used AI transcription/scribe technology through this subrecipient grant.

Metric 2: number of unique patients who have been served using AI transcription/scribe technology through this subrecipient grant.

Outcomes: Subrecipients are also encouraged to submit qualitative data that demonstrates the impact this funding opportunity has on their operational efficiency and on reducing provider burden.

Financial Reports and Requests for Payment: Subrecipients will also be required to submit regular financial reporting, typically on a quarterly basis, using an Excel based Financial Workbook provided by AHS. These reports will facilitate the grant reimbursement process.

3. Scoring Criteria:

Applicants must demonstrate compliance with the scope and requirements of this NOFO, and will be evaluated on the following criteria:

CRITERIA FOR EVALUATION	Total Possible Points
1. Qualifications/Experience	
The degree to which the proposal demonstrates the applicant's qualifications, experience, ability, and capacity to provide the services, as specified in this NOFO, within the defined timeline and cost, and/or success in completing similar projects, as applicable, and to the extent specified below.	25
2. Comprehensiveness of Proposal and Implementation Plan	
The degree to which the proposal demonstrates a feasible implementation plan, including project approach and methodology. Proposals will be given higher scores that demonstrate the following: - Will the AI generated encounter note be incorporated into the patient's longitudinal health record? - Does your proposed AI transcription/scribe solution meet all requirements outlined in "Section 2.2.1. Artificial Intelligence (AI) Transcription/Scribe Technology"?	35

• How will this technology be used to improve access, care management, care quality, and health outcomes for people living in rural areas of Vermont? • Only for nonprofit provider consortiums servicing providers: How will AI transcription/scribe services be used in conjunction with other RHT program initiatives (e.g., telehealth, remote patient monitoring, e-consult, expanded Blueprint community health teams) and with multiple healthcare provider types (e.g., patient-centered medical homes, other primary care, specialty care, mobile integrated health, emergency medical services, skilled nursing facilities, and Support And Services at Home) to improve patient access, care management, and outcomes?	
3. Sustainability Plan	
The degree to which the proposal clearly identifies how sustainability will be achieved beyond the grant award period, such as how providers might in the future obtain adequate insurance reimbursement (i.e., that which is not currently available) for services provided using this technology.	5
4. Evaluation Plan	
The degree to which the proposed services would deliver evaluation data useful to the state for the purposes of federal reporting and understanding the degree to which the proposed services would increase the use of AI transcription/scribe services in Vermont to increase healthcare efficiency, and/or reduce provider burden, and/or expand access to health care in rural areas.	5
5. Cost	
The effectiveness, appropriateness, reasonableness (i.e., how realistic), and competitiveness of the budget provided within the proposal, including whether the pricing proposal is complete, consistent, and accurate. The budget should not include unallowable costs.	15
6. Rurality	
The extent to which applicants serve a significant percentage of unique individuals residing in rural ZIP codes. Applications in which all practice sites are located in a rural ZIP code as defined in Appendix B, Table 1: 15 points Applications that include one or more eligible practice sites located in an urban ZIP code, as defined in Appendix B, Table 2, must provide information on the proportion of unique patients served that reside in rural ZIP codes as defined in Appendix B, Table 1. For those applications: a. 20-39% of patients reside in rural ZIP codes: 4 points	15

b. 40-59% of patients reside in rural ZIP codes: 8 points c. 60-79% of patients reside in rural ZIP codes: 12 points d. 80-100% of patients reside in rural ZIP codes: 15 points	
OVERALL TOTAL SCORE	100

4. **Content of Format of Application: Required Elements of Application:** The content and format requirements below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of the application. Applications may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and applicants are advised to only include such information in their response as may be relevant to the requirements.

4.1. **Unsolicited Applicant-Confidential Information Prohibited.** Applicants are hereby expressly directed not to include any confidential information in their proposal submissions, except as specifically permitted below. By submitting a proposal in response to this NOFO, applicants acknowledge and agree to abide by the terms and conditions outlined in this document, including the prohibition on submitting confidential information. This prohibition reduces the burden on the State while preventing applicant-confidential information from entering the public record.

4.2. **Disclosure under Public Records Act.** All information received by the State in response to this solicitation will become part of the contract file and subject to public disclosure in accordance with the State's Public Records Act, 1 V.S.A. § 315 et seq. The State may also choose to publicly post responses to this solicitation and the resulting agreement(s), following conclusion of this procurement process.

4.3. **Unsolicited Confidential Materials.** This NOFO does not solicit confidential information and applicants are expressly prohibited from providing confidential information in response to this NOFO. All materials furnished by applicants in response to this NOFO, including those marked as confidential by applicants, are subject to disclosure if requested under the Public Records Act, or public posting.

4.4. **State Not Responsible for Disclosure of Unmarked Applicant-Confidential Information.** It is the sole responsibility of the applicant to ensure that, other than where specifically directed or permitted by this NOFO and accordingly marked as described below, no information that should not be publicly disclosed is included in their proposal materials, including any 1) trade secrets or intellectual property, 2) proprietary financial or business information, 3) personal information, or 4) any other information that should not be disclosed to the public. For example, applicants should avoid including specific details of their proprietary technologies or methodologies that they consider confidential, and any references to previous client engagements should be presented in a manner that does not disclose the client's confidential information.

4.5. Exceptions to Terms and Conditions: If an applicant wishes to propose an exception to any terms and conditions set forth in the Standard Contract Form and its attachments, such exceptions must be included in the application. Failure to note exceptions when responding to the award notice will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in response to this award notice but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State. Note that exceptions to contract terms may cause rejection of the proposal, and that the State's non-rejection of an application on this basis does not indicate acceptance of the exceptions.

4.6. Content and Format of Responses: An application will only be considered complete if it contains the following required components:

4.6.1. Completed [Rural Health Transformation Grant to Healthcare Providers to Purchase Artificial Technology \(AI\) Transcription/Scribe Technology Online Application](#)

4.6.2. Year 1 Project Costs completed in the Budget Workbook (Appendix A)

4.6.3. W-9 Tax Form signed within the last 12 months

4.6.4. Federally Negotiated Indirect Cost Rate Letter (NICRA) if applicable

5. SUBMISSION INSTRUCTIONS

5.1. Closing Date: Applications must be received by the State by the due date specified on the front page of this NOFO. Late applications will not be considered.

5.2. Application Submission Instructions:

5.2.1. Submit the [Rural Health Transformation Grant to Healthcare Providers to Purchase Artificial Technology \(AI\) Transcription/Scribe Technology Online Application](#) using the linked Microsoft Form.

5.2.2. Email the following attachments to ahs.contracts@vermont.gov using the subject line format: "AI Scribe Grant Application, [Organization Name]".

- ✓ Year 1 Project Costs completed in the Budget Workbook (Appendix A)
- ✓ W-9 Tax Form signed within the last 12 months
- ✓ Federally Negotiated Indirect Cost Rate Letter (NICRA) if applicable

6. 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. AHS 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, AHS may cancel the selection and award to another applicant(s).

Appendix A – Budget Workbook

See Excel Workbook labeled Appendix A – Budget Workbook

Appendix B – Rurality Designation¹

Table 1. Rural Vermont ZIP codes, defined as a 2020 Vermont Rural-Urban Commuting Areas (RUCA) score greater than or equal to 2

County	ZIP Codes	PO Names
Addison, Bennington, Caledonia, Essex, Franklin, Grand Isle, Lamoille, Orange, Orleans, Rutland, Washington, Windham, and Windsor	All	All
Chittenden	05445	Charlotte
	05461	Hinesburg
	05462	Huntington
	05465	Jericho
	05466	Jonesville
	05468	Milton
	05477	Richmond
	05489	Underhill
	05490	Underhill Center
	05494	Westford

Table 2. Urban Vermont ZIP codes, defined as a 2020 Vermont RUCA score less than 2

County	ZIP Codes	PO Names
Chittenden	05401	Burlington
	05402	Burlington
	05403	South Burlington
	05404	Winooski
	05405	Burlington
	05406	Burlington
	05407	South Burlington
	05408	Burlington
	05439	Colchester
	05446	Colchester
	05449	Colchester
	05451	Essex
	05452	Essex Junction
	05453	Essex Junction
	05482	Shelburne
	05495	Williston

¹ For more information about defining rurality, please visit:
https://www.ruralhealth.va.gov/docs/ORH_RuralityFactSheet_508.pdf

Appendix C - State of Vermont Standard 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 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. 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.

Appendix D - State of Vermont Grant Agreement Part 1 Example

STATE OF VERMONT GRANT AGREEMENT				Part 1-Grant Award Detail			
SECTION I - GENERAL GRANT INFORMATION							
¹ Grant #:			² Original ☐ Amendment #				
³ Grant Title:							
⁴ Amount Previously Awarded:		⁵ Amount Awarded This Action:		⁶ Total Award Amount:			
\$		\$		\$			
⁷ Award Start Date:		⁸ Award End Date:		⁹ Subrecipient Award: YES ☐ NO ☐			
¹⁰ Vendor #:		¹¹ Grantee Name:					
¹² Grantee Address:							
¹³ City:				¹⁴ State:		¹⁵ Zip Code:	
¹⁶ State Granting Agency:						¹⁷ Business Unit: 08100	
¹⁸ Performance Measures:		¹⁹ Match/In-Kind: \$		Description:			
YES ☐ NO ☐							
²⁰ If this action is an amendment, the following is amended:							
Amount:		Funding Allocation:		Performance Period:		Scope of Work: Other:	
SECTION II - SUBRECIPIENT AWARD INFORMATION							
²¹ Grantee DUNS #:			²² Indirect Rate:		²³ FFATA: YES ☐ NO ☐		
²⁴ Grantee Fiscal Year End Month (MM format):			(Approved rate or de minimis 10%)		²⁵ R&D:		
²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11):							
SECTION III - FUNDING ALLOCATION							
STATE FUNDS							
Fund Type		²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions		
General Fund		\$	\$	\$ 0			
Special Fund		\$	\$	\$ 0			
Global Commitment (non-subrecipient funds)		\$	\$	\$ 0			
Other State Funds		\$	\$	\$ 0			
FEDERAL FUNDS (includes subrecipient Global Commitment funds)					Required Federal Award Information		
³¹ CFDA #	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$	\$	\$ 0			\$
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$	\$	\$ 0			\$
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$	\$	\$ 0			\$
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$	\$	\$ 0			\$
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$	\$	\$ 0			\$
Total Awarded - All Funds		\$ 0	\$ 0	\$ 0			
SECTION IV - CONTACT INFORMATION							
STATE GRANTING AGENCY				GRANTEE			
NAME:				NAME:			
TITLE:				TITLE:			
PHONE:				PHONE:			
EMAIL:				EMAIL:			

Appendix E – State of Vermont Grant Agreement Part 2 Example**State of Vermont****Standard Grant Agreement****Agreement #** _____**Part 2 – Grant Agreement**

1. Parties: This is a Grant Agreement between State of Vermont
Department of _____
Division of _____, (hereinafter
called "State")

And

with principal place of business
at _____, (hereinafter called
"Grantee").

It is the grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the grantee is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter: The subject matter of this Grant Agreement is
_____.
3. Award Details: Amounts, dates and other award details are as shown in the attached *Grant Agreement Part 1-Grant Award Detail*. A detailed scope of work covered by this award is described in Attachment A.
4. Amendment: No changes, modifications, or amendments to the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
5. Cancellation: This Grant Agreement may be suspended or cancelled by either party by giving written notice at least ____ days in advance.
6. Attachments: This Grant consists of _____ pages including the following attachments that are incorporated herein:
Grant Agreement-Part 1 – Grant Award Detail
Grant Agreement Part 2 – Grant Agreement

Attachment A – Scope of Work To Be Performed

Attachment B – Payment Provisions

Attachment C – Customary State Grant Provisions

Attachment D – Other Provisions

7. Order of Precedence: Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:
- 1) Grant Agreement Part 1 and Part 2
 - 2) Attachment C
 - 3) Attachment D (if applicable)
 - 4) Attachment A
 - 5) List other attachments in order of precedence
 - 6) Attachment B

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

By the State of Vermont:

Date: _____

Signature: _____

Secretary/Commissioner

Name: _____

Agency/Department of _____

Grantee/Subrecipient:

Date: _____

Signature: _____

Name: _____

Title: _____