



Agency of Human Services
280 State Drive | Waterbury, VT 05671
802-241-0440 phone

SEALED BID REQUEST FOR PROPOSAL

Consulting Services for Vermont's States Advancing All-Payer Health Equity Approaches and Development (AHEAD) Model

ISSUE DATE	June 27, 2024
QUESTIONS DUE	July 12, 2024 – 12:00 PM (EST)
RFP RESPONSES DUE BY	July 25, 2024 – 4:30 PM (EST)

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

<http://www.bgs.state.vt.us/pca/bids/bids.php>

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

STATE CONTACT: Diane Irish, Administrative Services Director
E-MAIL: AHS.Contracts@Vermont.gov

1. OVERVIEW:

- 1.1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP) the Agency of Human Services (hereinafter the “State”) is seeking to establish contracts with one or more companies that can provide consulting supports in the planning, development, and implementation of the federal “States Advancing All-Payer Health Equity Approaches and Development (AHEAD)” Model in Vermont. Consulting supports will include:
- A. Project Planning during the Pre-Implementation Period which ends on December 31, 2025
 - B. Project Management during the Pre-Implementation Period and through December 31, 2029
 - C. Stakeholder Engagement during the Pre-Implementation Period and through December 31, 2029
- 1.1.2. **BACKGROUND:** The State of Vermont [applied](#) to participate in the Centers for Medicare & Medicaid Services (CMS) [States Advancing All-Payer Health Equity Approaches and Development \(AHEAD\)](#) Model as part of Cohort 1. Cohort 1 states must execute a federal-state agreement (State Agreement) by July 2025 and begin Model operations in January 2026. Through this Model, CMS and the State will collaborate to curb health care cost growth, improve population health, and advance health equity. The Model includes cost growth and primary care investment targets, accountability for population health and health equity outcomes, and hospital global budget and enhanced primary care payments. AHEAD includes a model governance structure that advises on overall progress of Model implementation as well as providing input into accountability measures and targets and health equity plans. In Vermont, this structure will be incorporated into the Agency of Human Services’ Health Care Reform Work Group as a subgroup called the AHEAD Model Governance Body (AMGB) and will include state agency leadership as well as diverse participation from insurers, providers, and Vermonters representing groups with known health disparities.

The State of Vermont will utilize Cooperative Agreement funding from CMS for this scope of work. Cooperative Agreement funding is expected to cover five budget periods over 5.5 years, as described below:

Budget Period 1 (also called the Pre-Implementation Period) = July 1, 2024 – December 31, 2025

Budget Period 2 = January 1, 2026 – December 31, 2026

Budget Period 3 = January 1, 2027 – December 31, 2027

Budget Period 4 = January 1, 2028 – December 31, 2028

Budget Period 5 = January 1, 2029 – December 31, 2029

During the Pre-Implementation Period, the State will engage in significant planning, stakeholder engagement, and discussion with CMS to execute a State Agreement and achieve readiness for Model implementation in January 2026. Collaboration across state government is needed to perform all AHEAD-related functions, and different components of the Model will be informed, advanced, or implemented by the Agency of Human Services, Green Mountain Care Board (GMCB), Department of Vermont Health Access (DVHA), Department of Health (VDH), and Department of Financial Regulation (DFR). Through this RFP, the State is seeking to clearly delineate and document these responsibilities.

Planning for and implementing the AHEAD Model requires moving various workstreams forward simultaneously. A complete and user-friendly work plan is needed to support the State in meeting necessary timelines and milestones. While CMS has outlined milestones in the AHEAD Model Notice of Funding Opportunity, the State expects to combine these with state-level milestones which will include additional process steps and state-specific requirements. In addition, the State is seeking to define key performance indicators to continually assess progress in achieving strategic and operational progress. The successful Bidder will assist the State with defining milestones and key performance indicators and developing and maintaining a work plan that tracks the State’s progress. As part of the State Agreement, Vermont will also be accountable for developing and achieving quality and equity targets on specific performance measures. This performance measure development scope of work is not included in this RFP.

The State will work closely with CMS through staff-level and leadership-level meetings to develop and execute a State Agreement. Given Vermont’s extensive history of participating in payment and care delivery reform models, it has a different starting point than other states when implementing AHEAD.

For example, Vermont has developed and is advancing a state-specific Medicare FFS hospital global budget methodology and anticipates significant discussion with CMS about the methodology. Through this RFP, the State is seeking assistance in preparing for and developing materials for CMS meetings to ensure the State Agreement will enable the State to meet its programmatic goals and objectives.

Hospitals and primary care practices will need support to participate in the Model and transform health care in alignment with Model goals. The State anticipates purchasing provider technical assistance from multiple vendors to support a range of transformation activities that promote AHEAD Model goals through one or more separate RFPs. One of the transformation components that the State is planning for is a public-private partnership to offer transformation-related analytics supports such as tracking quality, health equity-related data, and financial data. The successful Bidder for this consulting supports RFP will support this goal by outlining structure design options for this partnership organization. The State anticipates using this information to inform a separate procurement for the provision of these proactive supports to hospitals and primary care practices who participate in the Model. This design deliverable will help build the foundation for those supports by identifying, analyzing, and recommending various options on how this public-private partnership organization can establish analytics supports that these organizations can leverage.

The State has convened stakeholders through a Health Care Reform Work Group and subgroups to discuss financial and care model reforms. The State will continue to use this structure and add the AMGB as a subgroup to review and advise on overall progress of Model implementation; provide input into selection of AHEAD statewide measures and targets as described in the NOFO; develop and provide progress reports on the AHEAD Statewide Health Equity Plan (HEP); review Hospital HEPs; provide input into allocation of AHEAD Cooperative Agreement funds; and inform the Health Care Reform Workgroup about progress on AHEAD. In addition, the Health Care Reform Work Group, Primary Care subgroup, and other subgroups, as needed, will continue to meet to advance payment and care delivery reform. The successful Bidder from this RFP will support the state in its stakeholder engagement efforts.

- 1.2. **CONTRACT PERIOD:** Contracts arising from this RFP will be for a period of 16 months with an option to renew for up to two additional two-year periods. The State anticipates the start date for such contract(s) will be September 3, 2024. If a vendor is selected for Project Planning only, the contract will be through December 31, 2025 with an option to renew for up to two additional twelve-month periods. The State anticipates allocating \$720,000 for activities in Section 2.1.1 in Budget Period 1 and \$72,000 in each Budget Period 1 – 5 for activities in Section 2.1.2 and Section 2.1.3.
- 1.3. **SINGLE POINT OF CONTACT:** All communications concerning this RFP are to be addressed in writing to the State Contact listed on the front page of this RFP. Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.
- 1.4. **QUESTION AND ANSWER PERIOD:** Any bidder requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for question indicated on the first page of this RFP. Questions may be e-mailed to the point of contact on the front page of this RFP. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site <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. All information provided by vendors during this process will be public and bidders shall not provide confidential information, except as described in 4.1 below.
- 1.5. **CHANGES TO THIS RFP:** Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at <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:** This project is being funded in whole or in part using federal monies. If a bidder requires assistance in preparing their proposal, registering with SAM.gov or needs guidance on socioeconomic certifications, the bidder may contact the Agency of Commerce & Community Development (ACCD), Department of Economic Development (DED), APEX Accelerator. The Vermont APEX Accelerator (formerly the Procurement Technical Assistance Center (PTAC)) specializes in helping small businesses navigate the documentation associated with State and Federal procurement. There is no cost

to the Contractor for assistance provided by APEX Accelerator. Their website is: <https://accd.vermont.gov/economic-development/programs/ptac>

2. DETAILED REQUIREMENTS/DESIRED OUTCOMES:

2.1. The State of Vermont is interested in obtaining bids to meet the following business need(s):

2.1.1. Project Planning during the Pre-Implementation Period including:

- 2.1.1.1. Convening state entities, including the Agency of Human Services (AHS), Green Mountain Care Board (GMCB), Department of Vermont Health Access (DVHA), Department of Health (VDH), and Department of Financial Regulation (DFR) to develop an AHEAD Project Charter that delineates and documents roles and responsibilities related to the AHEAD Model. This includes managing meeting logistics, facilitating discussions, and presenting content to support meeting goals. Successful implementation of the AHEAD Model in Vermont requires significant collaboration among these entities within State Government.
- 2.1.1.2. Providing policy, regulatory, and strategy consulting services and preparation of meeting materials for ongoing meetings with CMS prior to execution of the State Agreement. This includes both staff-level and leadership-level meetings between the state and federal government and will be supported by a State Agreement Tracker developed by the successful Bidder. The State will collaborate with CMS in the development of a State Agreement that includes terms of the Model that will successfully achieve the Model goals in Vermont.
- 2.1.1.3. Preparing for and facilitating AHEAD Model-related Health Care Reform Workgroup and subgroup meetings to inform ongoing discussion with CMS prior to execution of the State Agreement. These are in addition to meetings described in Section 2.1.3.
- 2.1.1.4. Working closely with the AHEAD Project Director to define milestones and key performance indicators and preparing a Milestones and Key Performance Indicators Report.
- 2.1.1.5. Developing a work plan that includes, at a minimum, a detailed timeline of activities and responsible parties for ensuring successful completion of AHEAD Model milestones.
- 2.1.1.6. Provide options to the state regarding structure design for a public-private partnership organization that will provide analytic supports to promote AHEAD model goals. It is anticipated that the public-private partner organization would be financed through multiple payers and offer a menu of services for purchase from providers. It would offer transformation-related analytics supports such as tracking quality, health equity-related data, and financial data. The successful vendor for this consulting supports RFP will support this goal by outlining options and key considerations for the organization structure such as data needs, data governance, data architecture, data sharing, privacy and legal requirements, and funding arrangements for a sustainable partnership. Options shall be presented to the State in a white paper or other mutually agreed upon format.

2.1.2. Project Management during the Pre-Implementation Period and through December 31, 2029 including:

- 2.1.2.1. Performing ongoing project management throughout the AHEAD Model demonstration. This will include:
 - 2.1.2.1.1. Identifying a single point of contact for the State for the project;
 - 2.1.2.1.2. Managing both draft and final deliverables, including all project version control;
 - 2.1.2.1.3. Using an agreed upon tool/site for collaboration and storage of all project documents, including all source documents utilized or reviewed for research purposes cataloged using an agreed upon naming convention; and
 - 2.1.2.1.4. Providing bi-weekly status reports and facilitating regularly scheduled status meetings throughout all phases.

2.1.3. Stakeholder Engagement Supports during the Pre-Implementation Period and through December 31, 2029 including:

- 2.1.3.1. Preparing meeting materials for the AMGB and preparing for and facilitating AHEAD Model-related Health Care Reform Workgroup and subgroup meetings. This will include summarizing large amounts of content to guide group discussion and support decision-making. Types of content include hospital global budgets, advanced primary care, care transformation, quality and accountability metrics, health equity data, summaries of hospital equity plans, and implementation progress. Meeting materials should use plain language to improve accessibility and usability, where possible and must be 508 compliant. The State anticipates holding approximately 24 meetings per Budget Period with a start date of December 2024 for AMGB meetings. The successful Bidder shall work with the State to ensure meeting materials meet the unique needs of meeting participants. The State anticipates that most AMGB meetings will be remote with the option of holding 4 in-person or hybrid meetings per Budget Period.
- 2.1.3.2. Preparing meeting materials for quarterly public stakeholder meetings to increase understanding about the AHEAD Model and the State of Vermont’s progress in implementing the Model, and to meaningfully engage the public.

2.2. Desired Deliverables: The qualified Bidder that becomes a Contractor shall complete the following:

- 2.2.1. Bi-weekly Status Reports: Written (or in a format pre-approved by the State) updates to the Work Plan and State Agreement Tracker including decisions, progress, issues, and next steps.
- 2.2.2. State Agreement Tracker: Submission of a written document that outlines the areas for discussion at CMS meetings that inform the State Agreement. For each topic area, include the key points of interest for the State and options for achieving State goals. The tracker shall also include a list of elements that are essential for State participation in the Model.
- 2.2.3. AHEAD Project Charter: Submission of a written AHEAD Project Charter that includes, at a minimum, the State of Vermont functions in the AHEAD Model, AHEAD Model objectives, and the roles of responsibilities of State of Vermont entities (e.g. AHS, Blueprint for Health, DFR, DVHA, GMCB, VDH, etc.).
- 2.2.4. Public-Private Partnership for Analytics Support White Paper: Submission of a white paper that includes prioritized options for establishing a public-private partnership model in alignment with Section 2.1.1.6 that can be sustained over the full Model term and initially funded with Cooperative Agreement funding from CMS.
- 2.2.5. Milestones and Key Performance Indicators Report: Submission of a written report (or in a format pre-approved by the State) that denotes important project milestones and key performance indicators that can be used to ensure the State of Vermont is on track for Model implementation and meeting performance expectations.
- 2.2.6. Work Plan: Submission of a draft and final written work plan that includes, at a minimum, a timeline of activities and responsible parties for ensuring successful completion of AHEAD Model milestones defined by CMS and the State of Vermont. The plan shall include facilitation of regularly scheduled status meetings and detailed timelines.

Task/Deliverable Schedule for Technical Assistance*	Anticipated Dates of Completion
Contract Start	9/3/2024
Bi-weekly Project Management Status Reports	9/16/2024 – 12/31/2029
Kickoff Meeting	9/6/2024
State Agreement Tracker	9/30/2024
AHEAD Project Charter	10/25/2024
Draft Work Plan	10/25/2024
Final Work Plan	11/8/2024
Milestones and Key Performance Indicators Report	12/13/2024
Public-Private Partnership for Analytics Support White Paper	1/10/2025

* Dates and deliverables will be finalized in the contract. This chart is intended only to provide an estimate of anticipated dates/deliverables. Final award and schedule are dependent on CMS approval and associated timelines.

3. GENERAL REQUIREMENTS:

3.1. **PRICING:** Bidders must price the terms of this solicitation at their best pricing. Any and all costs that Bidder wishes the State to consider must be submitted for consideration.

3.1.1. Prices and/or rates shall remain firm for the initial term of the contract. The pricing policy submitted by Bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required.

3.1.2. **Cooperative Agreements.** Bidders that have been awarded similar contracts through a competitive bidding process with another state and/or cooperative are welcome to submit the pricing in response to this solicitation.

3.2. **STATEMENT OF RIGHTS:** The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Failure of bidder to respond to a request for additional information or clarification could result in rejection of that bidder's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

3.2.1. **Best and Final Offer (BAFO).** At any time after submission of Responses and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a BAFO. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.

3.2.2. **Presentation.** An in-person or webinar presentation by the Bidder may be required by the State if it will help the State's evaluation process. The State will factor information presented during presentations into the evaluation. Bidders will be responsible for all costs associated with providing the presentation.

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

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

3.3.2. **Subcontractor Reporting:** For bid amounts exceeding \$250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54). This requirement does not apply to subcontractors providing supplies only and no labor to the overall contract or project. This list MUST be updated and provided to the State as additional subcontractors are hired. A sample form is available online at <http://bgs.vermont.gov/purchasing-contracting/forms>. **The subcontractor reporting form is not required to be submitted with the bid response.**

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

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

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

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

3.5.1. **Minimum Qualifications for Bidders:** In the State's sole discretion, Bidders who do not meet and demonstrate minimum qualifications will be rejected as non-responsive and will not receive further consideration. Any Proposal that is rejected as nonresponsive will not be evaluated or scored.

3.5.1.1. The Bidder must have leadership staff (including any subcontractor lead staff) with skills, experience, and knowledge of:

3.5.1.1.1. Payment and care delivery reforms including hospital global budgets, advanced primary care models, health equity, population health, integration of mental health and substance use disorder services with primary care, total cost of care and spending growth targets, and quality measurement;

3.5.1.1.2. Multi-payer alignment;

3.5.1.1.3. Medicare and Medicaid policies and processes, including Medicare Waivers and 1115 Demonstration Waivers;

3.5.1.1.4. Center for Medicare and Medicaid Innovation programs;

3.5.1.1.5. Federal law, regulations, and policy guidance;

3.5.1.1.6. Integrated, whole-person care delivery systems;

3.5.1.1.7. Incorporating equity and engaging with members of socially disadvantaged communities in culturally aware and trauma-responsive ways; and

3.5.1.1.8. Conducting stakeholder engagement.

3.5.1.2. The Bidder must have staff with technical expertise in:

3.5.1.2.1. Project management,

3.5.1.2.2. Preparing effective PowerPoint presentations and meeting materials, and

3.5.1.2.3. Meeting facilitation.

3.5.1.3. The Bidder must have experience working with a governmental agency within the past five (5) years.

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

CRITERIA FOR EVALUATION	Total Possible Points
Information from the Bidder	
Project Approach/Methodology	30
Qualifications/Experience/Knowledge	30
Capacity/Ability to Perform	20
Program Cost	15
Acceptance of State Terms and Conditions	5
OVERALL TOTAL SCORE	100

- 3.6. **CONTRACT NEGOTIATION:** Upon completion of the evaluation process, the State may select one or more bidders with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State. In the event State is not successful in negotiating a contract with a selected bidder, the State reserves the option of negotiating with another bidder, or to end the proposal process entirely.
- 3.7. **COST OF PREPARATION:** Bidder shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made.
- 3.8. **CONTRACT TERMS:** The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form and Attachment C as attached to this RFP for reference.
- 3.8.1. **Business Registration.** To be awarded a contract by the State of Vermont a bidder (except an individual doing business in his/her own name) must be registered with the Vermont Secretary of State's office <https://sos.vermont.gov/corporations/registration/> and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/>.
- 3.8.2. The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.
- 3.8.3. **Payment Terms.** Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.
- 3.8.4. **Retainage.** In the discretion of the State, a contract resulting from this RFP may provide that the State withhold a percentage of the total amount payable for some or all deliverables, such retainage to be payable upon satisfactory completion and State acceptance in accordance with the terms and conditions of the contract.
- 3.8.5. **Quality.** If applicable, all products provided under a contract with the State will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing agency. All products provided by the contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the State.
4. **CONTENT AND FORMAT OF RESPONSES:** The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this solicitation.

- 4.1. **Unsolicited Bidder-Confidential Information Prohibited.** Bidders are hereby expressly directed not to include any confidential information in their proposal submissions, except as specifically permitted below, and so marked. By submitting a proposal in response to this RFP, bidders 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 bidder-confidential information from entering the public record.
- 4.1.1. **Disclosure under Public Records Act.** All information received by the State in response to this RFP will become part of the contract file and subject to Vermont public records law. Responses by any bidder may become available to the public once a contract has been executed or otherwise following conclusion of this procurement process, in accordance with the State's Public Records Act, 1 V.S.A. § 315 et seq., or the State may choose to publicly post them.
- 4.1.2. **Unsolicited Confidential Materials.** This RFP does not solicit bidder confidential information and bidders are expressly prohibited from providing confidential information in response to this RFP. All materials furnished by bidders in response to this RFP, including those marked as confidential by bidders, are subject to disclosure if requested under the Public Records Act, or public posting.
- 4.1.3. **State Not Responsible for Disclosure of Unmarked Bidder-Confidential Information.** It is the sole responsibility of the bidder to ensure that, other than where specifically directed or permitted by this RFP 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, bidders 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.
- 4.2. The bid should include a Cover Letter and Technical Response and Price Schedule.
- 4.3. **COVER LETTER:**
- 4.3.1. **Exceptions to Contract Terms and Conditions.** If a Bidder wishes to propose an exception to any terms and conditions set forth in the Standard Contract Form and its attachments, such exceptions must be included in the cover letter to the RFP response. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State. Note that exceptions to contract terms may cause for rejection of the proposal, and that the State's non-rejection of a proposal on this basis does not indicate acceptance of the exceptions.
- 4.4. **TECHNICAL RESPONSE.** In response to this RFP, a Bidder shall:
- 4.4.1. Propose a workplan for providing consulting services outlining the specific tasks and sub-tasks to be performed to meet the Project Planning, Project Management, and Stakeholder Engagement business needs in Section 2.1.
- 4.4.2. Describe the Bidder's approach to convening internal State of Vermont stakeholders to develop a Project Charter that promotes transparency about roles and responsibilities and accountability.
- 4.4.3. Describe the Bidder's approach for preparing materials for meetings with CMS that are informed by the Bidder's knowledge and expertise about policy, regulation, and negotiation that will result in the development of a State Agreement.
- 4.4.4. Describe the Bidder's stakeholder engagement approach, including but not limited to number of meetings, suggested modalities, and strategies to ensure meaningful input on complex topics. For the model governance structure, which will include individuals from communities experiencing health inequities who may have limited understanding of the AHEAD Model, describe the Bidder's approach to ensuring all members receive sufficient support to be prepared for and meaningfully participate in meetings.
- 4.4.5. Provide details concerning the Bidder's form of business organization, company size and resources.

4.4.6. Describe the Bidder's capabilities and particular experience that demonstrate the Bidder's ability to meet or exceed the minimum bidding and RFP requirements.

4.4.6.1. Identify all relevant current or past State projects within the last five years.

4.4.6.2. If applicable, please report any existing business relationships to hospitals and primary care practices in Vermont.

4.4.7. Identify the names of all subcontractors the Bidder intends to use, describe the portions of the work the subcontractors will perform, and address the background and experience of the subcontractor(s).

4.4.8. Provide resumes for the proposed Project Manager and other proposed staff who would meaningfully contribute to the deliverables.

4.4.9. Provide a description of project staffing including FTE allocations for each Subsection in Section 2.1 (e.g. Section 2.1.1, Section 2.1.2, and Section 2.1.3).

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

4.6. **EQUITY PLAN:** Bidders shall submit an equity plan which details how it will intentionally design stakeholder engagement strategies that support communities experiencing health inequities in culturally aware and trauma-informed ways.

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

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

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

5. SUBMISSION INSTRUCTIONS:

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

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

5.1.2. There will not be a public bid opening. However, the State will record the name, city and state for any and all bids received by the due date.

5.2. BID DELIVERY INSTRUCTIONS:

5.2.1. **ELECTRONIC:** Only electronic bids will be accepted.

5.2.1.1. **E-MAIL BIDS.** Only emailed bids will be accepted. Bids will be accepted via email submission to AHS.Contracts@vermont.gov. Bids must consist of a single email with a single, digitally searchable PDF attachment containing all components of the bid. Multiple emails and/or multiple attachments will not be accepted. There is an attachment size limit of 40 MB (40,960KB). It is the Bidder's responsibility to compress the PDF file containing its bid if necessary in order to meet this size limitation. It is also the Bidder's responsibility to ensure that their own email system can send and receive messages up to this size.

5.2.1.2. **FAX BIDS:** Faxed bids will not be accepted.

6. BID SUBMISSION CHECKLIST:

✓ Cover Letter

- ✓ Technical Response
- ✓ References
- ✓ Equity Plan
- ✓ Price Schedule
- ✓ Signed Exhibit D - Contractor Byrd Anti-Lobbying Certification
- ✓ Signed Certificate of Compliance

7. ATTACHMENTS:

- 7.1. Certificate of Compliance
- 7.2. Exhibit D - Contractor Byrd Anti-Lobbying Certification
- 7.3. Price Schedule
- 7.4. Worker Classification Compliance Requirement; Subcontractor Reporting Form
- 7.5. Standard State Contract with its associated attachments, including but not limited to, Attachment C: Standard State Provisions for Contracts and Grants (December 7, 2023); Attachment F – AHS Customary Contract & Grant Provisions (Revision date 6/19/2024); Attachment G – State of Vermont – Federal Terms Supplement (non-construction) (Revision date May 24, 2024); and Attachment H – AHS Deliverables Approval Document

CERTIFICATE OF COMPLIANCE

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

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

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

Summary of Detailed Information	Date of Notification	Outcome

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

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

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

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

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

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

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

RFP/PROJECT: Consulting Services for State’s Advancing All-Payer Health Equity Approaches and Development (AHEAD) Model

DATE:
Page 3 of 3

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

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

Provided Equipment or Product	Note or Comment

Bidder Name: _____ Contact Name: _____

Address: _____ Fax Number: _____

_____ Telephone: _____

_____ E-Mail: _____

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

END OF CERTIFICATE OF COMPLIANCE

RFP/PROJECT: Consulting Services for State's Advancing All-Payer Health Equity Approaches and Development (AHEAD) Model

Exhibit D – Contractor Byrd Anti-lobbying Certification

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

1. The prospective contractor certifies, to the best of his or her knowledge and belief, under the penalties of perjury under the laws of the State of Vermont and the United States that on behalf of the person, firm, association, or corporation he or she represents, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective contractor also agrees that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

(Signature of Official Authorized to Sign Contracts)

(Printed name and Title of Signatory)

(Date)

PRICE SCHEDULE

A. Fixed Price Deliverables:

Deliverable Description	Fixed Price
Deliverable 1. AHEAD Project Charter as described in Section 2.1.1.1 and Section 2.2.3	\$
Deliverable 2. State Agreement Tracker as described in Section 2.1.2	\$
Deliverable 3. Public-Private Partnership for Analytics Support White Paper as described in Section 2.1.1.6 and 2.2.4	\$
Deliverable 4. Milestones and Key Performance Indicators Report as described in Section 2.1.1.4 and Section 2.2.5	\$
Deliverable 5. Final Work Plan as described in Section 2.1.1.5 and Section 2.2.6	\$
Total Project Cost	\$

Note: The State requests that pricing to be all inclusive, please keep this in mind when providing rate

B. Monthly Charges:

Description	Fixed Price Per Month	Number of Months	Total Cost (Fixed Price Per Month x Number of Months)
Policy, regulatory, and strategy consulting services as described in Section 2.1.1.2. Pricing shall not include any costs associated with the development of the State Agreement Tracker (Deliverable 2).		16	
Preparing for and facilitating workgroup meetings as described in Section 2.1.1.3		16	
Project Management and Stakeholder Engagement as described in Sections 2.1.2 and 2.1.3		64	
		Total Project Cost:	\$

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

RFP/PROJECT: Consulting Services for State's Advancing All-Payer Health Equity Approaches and Development (AHEAD) Model

DATE:

SUBCONTRACTOR REPORTING FORM

This form must be completed in its entirety and submitted prior to contract execution and updated as necessary and provided to the State as additional subcontractors are hired.

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total project costs exceeding \$250,000.00 requires bidders to comply with the following provisions and requirements.

Contractor is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

Subcontractor	Insured By	Subcontractor's Sub	Insured By

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____

Failure to adhere to Act 54, Section 32 of the Acts of 2009 and submit Subcontractor Reporting: Worker Classification Compliance Requirement will constitute non-compliance and may result in cancellation of contract and/or forfeiture of future bidding privileges until resolved.

Send Completed Form to: AHS Contracting Office, AHS.Contracts@Vermont.gov

STANDARD CONTRACT FOR SERVICES
(For Reference only – not to be filled out)

1. **Parties.** This is a contract for services between the State of Vermont, [REDACTED] (hereinafter called “State”), and [REDACTED], with a principal place of business in [REDACTED], (hereinafter called “Contractor”). Contractor’s form of business organization is [REDACTED]. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of [REDACTED]. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$ [REDACTED].00.

4. **Contract Term.** The period of Contractor’s performance shall begin on [REDACTED], 20 [REDACTED] and end on [REDACTED], 20 [REDACTED].

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

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

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

8. **Attachments.** This contract consists of [REDACTED] pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/7/2023)

Attachment F – AHS Standard Terms and Conditions for Contracts (revision date 6/19/2024)

Attachment G – State of Vermont – Federal Terms Supplement (non-construction) (revision date 5/24/2024)

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

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) State of Vermont – Federal Terms Supplement (non-construction)
- (4) Attachment A
- (5) Attachment B
- (6) Attachment F

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By the Contractor:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall:

TBD based on RFP response

ATTACHMENT B – PAYMENT PROVISIONS

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

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Invoices shall be submitted to the State at the following address: AHS.COContractsGrants@vermont.gov
6. The State reserves the right to withhold up to 15% of a fixed monthly payment if the State has not received timely documentation of all required project management materials, including a project plan and project schedule and applicable monthly updates, as described in Attachment A. If the State determines that the Contractor's material failure to perform required duties or to submit complete and acceptable work product in a timely manner has resulted in material delays to the completion of milestones identified in the project schedule, the State may require the total invoice amount for monthly fixed payments to be reduced to reflect a withholding of payment in the amount of up to 15%, as described below. The State Program Manager shall notify the Contractor in writing within five (5) business days of State's discovery of information that there is a material performance issue and detail the steps the Contractor can take to remedy the issue. The Contractor shall have five (5) business days from the day of State written notice of a performance issue to remedy the issue or provide a written description of a proposed remedy. The State shall have five (5) business days from the date it receives Contractor's written response to the issue and proposed remedy to the issue, to review and determine if the Contractor has met the requirements to remedy the issue. If the issue is not materially resolved, the State will notify the Contractor in writing that the Contractor did not meet the performance requirement and that month's invoice shall be subject to withholding of an amount equal to the lesser of the value of the deliverables involving performance issues, or 15% of the total invoice. The State will approve the provision of all withheld payments, to be invoiced and paid according to the terms in paragraphs 2 and 3, above within five (5) business days of the material resolution of the issues raised by the State, to include completion and acceptance of all overdue milestones and/or deliverables. Nothing in this section shall be construed as permitting reduction of fixed monthly payments to Contractor.
7. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:
 - i. **Fixed Price Deliverables** - pricing is inclusive of all expenses, including travel.

Deliverable Description	Total Price
AHEAD Project Charter	
State Agreement Tracker	
Public-Private Partnership for Analytics Supports White Paper	
Milestones and Key Performance Indicators Report	
Final Work Plan	

ii. Monthly Charge for Project Management and Stakeholder Engagement

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

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 7, 2023) 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
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. **Non-Discrimination:**

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

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

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

6. **Employees and Independent Contractors:**

Party agrees that it shall comply with the laws of the State of Vermont with respect to the appropriate classification of its workers and service providers as “employees” and “independent contractors” for all purposes, to include

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

7. **Data Protection and Privacy:**

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

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

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

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

Data Breaches: 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>. Party shall in addition comply with any other data breach notification requirements required under federal or state law or Attachment E.

8. **Abuse and Neglect of Children and Vulnerable Adults:**

Abuse Registry. Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact through (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement, (a)

is a caregiver or has any other contact with clients and (b) has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

9. **Information Technology Systems:**

Computing and Communication: Party shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Party as part of this agreement. Options include, but are not limited to:

1. Party's provision of certified computing equipment, peripherals and mobile devices, on a separate Party's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

Intellectual Property/Work Product Ownership: All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement -- including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement, or are a result of the services required under this grant -- shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30-days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Party (or subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

Party shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State of Vermont.

If Party is operating a system or application on behalf of the State of Vermont, Party shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Party's materials.

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

Security and Data Transfers: Party shall comply with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Party of any new

policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Party to implement any required.

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

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

10. **Other Provisions:**

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

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

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

Voter Registration: When designated by the Secretary of State, Party agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

Drug Free Workplace Act: Party will assure a drug-free workplace in accordance with 45 CFR Part 76.

Lobbying: No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

AHS ATT. F 6/19/2024

Attachment G

STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)

(Revision date: 5/24/2024)

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 2C.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 - Applicable to contracts over \$100,000.00- this clause must be included in all 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