

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
United States

CONTRACT



Vendor ID 0000336587
IMPAQ International, LLC
10420 Little Patuxent Pkwy, Ste 300
Columbia MD 21044
United States

Contract ID 0000000000000000000027426		Page 1 of 2
Contract Dates 09/12/2014 to 09/30/2017		Origin GMC
Description: GMCB PYMT/DEL SYS REFORM EVAL		Contract Maximum \$1,799,024.51
Buyer Name Wortman, Linda	Buyer Phone 828-5684	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		The subject matter of this contract is services generally on the subject of payment and delivery system reform evaluation.	JOB	0.01000	0.00	1,799,024.51

CONTRACT TERMS AND ADDITIONAL INFORMATION

STANDARD CONTRACT FOR SERVICES

- Parties.** This is a contract for services between the State of Vermont, Green Mountain Care Board (hereafter called "State"), and Impaq International, LLC, with principal place of business at 10420 Little Patuxent Parkway, Suite 300, Columbia, MD 21044, (hereafter called "Contractor"). Contractor's form of business organization is a Maryland Limited Liability Company (LLC). It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.
- Subject Matter.** The subject matter of this contract is services generally on the subject of payment and delivery system reform evaluation. Detailed services to be provided by the contractor are described in Attachment A.
- 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 \$1,799,024.51.
- Contract Term.** The period of contractor's performance shall begin on September 12, 2014 and end on September 30, 2017.
- Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.
 - Approval by the Attorney General's Office is required.
 - Approval by the Secretary of Administration is required.
 - Approval by the CIO/Commissioner DII is not required.
- Amendment.** This agreement represents the entire agreement between the parties; 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.
- Cancellation.** This contract may be canceled by either party by giving written notice at least 30 days in advance.
- Attachments.** This contract consists of 22 pages including the following attachments which are incorporated herein:
 - Attachment A - Specifications of Work to be Performed
 - Attachment B - Payment Provisions
 - Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 6/9/2014)
- Order of Precedence.** Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:
 - (1) Standard Contract
 - (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
 - (3) Attachment A
 - (4) Attachment B

DEPT ID: 3330010000
FUNDING SOURCE: SIM GRANT

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DISTRIBUTION: VENDOR, GMCB						

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

Date: 9/15/14
 Signature: *Susan J. Barrett*
 Name: Susan Barrett

By the CONTRACTOR

Date: September 11, 2014
 Signature: *A. Benus*
 Name: Avi Benus

Title: Executive Director
 Email: Susan.Barrett@state.vt.us

Title: President
 Email: abenus@impaqint.com

Attachment A

Background

In February of 2013, the Center for Medicare and Medicaid Innovation (CMMI) awarded the State of Vermont a \$45 million dollar grant to fund expanded and integrated innovative health care provider payment and health information technology that supports more effective and efficient care delivery. This grant will fund activities inside and outside of state government to rapidly diffuse three alternatives to fee-for-service payment:

- Shared savings accountable care payments, under which a single network of providers takes responsibility for managing the costs and quality of care/services for a group of Vermonters;
- Episodes of care, which provide a single reimbursement amount to a group of providers for treatment of a patient's acute or chronic care episode; and
- Pay-for-performance models, which incorporate the total costs and quality of services in provider compensation

The State began testing these payment models on October 1, 2013 and will continue testing through December 31, 2016.

The terms of the federal grant require two evaluations: one conducted by the federal government and one done at the state level. The federal evaluation is a large-scale evaluation directed by CMMI and conducted by RTI International (RTI). The State and any self-evaluation contractors must actively collaborate with RTI to align efforts, facilitate data needs, minimize duplication of efforts, and minimize burden on project participants. RTI issues quarterly results for VHCIP internal staff and contractor use, and releases public results on an annual basis.

The second evaluation is a self-evaluation designed by the State, along with the Contractor. There are three goals for the self-evaluation:

- 1) Provide rapid-cycle process and impact evaluation to support VHCIP leadership's efforts to continuously improve and maximize project impact;
- 2) Supervise and assist with process evaluation that documents how VHCIP was conceptualized, planned, implemented, and how that changed over the project period, and summarizes in-depth contextual information to help the contractor and VT understand and interpret outcomes findings; and
- 3) Conduct in-depth evaluation of payment and other delivery system reform pilots to support making recommendations to the state regarding broader adoption. This includes an assessment of unintended consequences.

Scope of Work:

As directed by the State, the Contractor shall develop performance measures, benchmarks, and an evaluation process for payment and delivery system reform pilots approved by the State, and shall conduct an overall project self-evaluation of initiatives funded by the State Innovation Models (SIM) Grant received by State. The Contractor shall provide an evaluation that supports the State in determining the success of the SIM project and pilots, expanding successful project initiatives and pilots, improving project initiatives and pilots, and eliminating project initiatives and pilots that are not successful at improving health and/or lowering cost.

The Contractor will collaborate with CMMI, RTI, State staff, stakeholders and other contractors to minimize duplication of evaluation efforts, reduce burden on project participants and maximize meaningful, actionable evaluation results for the State.

The State's Evaluation Director will serve as liaison for the Contractor with CMMI, RTI, State staff, stakeholders and other contractors.

The Contractor will perform the following tasks for the State:

1. Design Vermont's Self-Evaluation Plan
2. Execute Vermont's Self-Evaluation Plan

Project Management, Organization and Communication Strategy:**Meetings:**

This project shall start with a kick-off meeting between the Contractor and the State. The kick-off meeting will be held in person at Vermont site selected by State and will involve the State, Contractor and SIM stakeholders. The purpose of the kick-off meeting will be to review project goals and priorities, review the self-evaluation plan development process, identify potential project challenges and strategies for resolving them and review the State's expectations for the schedule of deliverables. The kick-off will result in a refined project plan. The team will also discuss the project management structure, and the specific roles and responsibilities of the project team members. Within six weeks of the kick-off meeting, the Contractor shall present a draft self-evaluation plan to the State and SIM/VHCIP stakeholders. The draft self-evaluation plan meeting shall be in-person.

The Contractor shall participate in monthly meetings with the State and in semi-annual in-person meetings with the State and SIM/VHCIP stakeholders in Vermont and in quarterly in-

person process meetings with SIM evaluation director in DC area. The Contractor shall participate in additional meetings as necessary for the success of the project. These meetings are to discuss the project’s progress, including any deviations from the schedule of deliverables and plans to ensure timely and effective completion of tasks.

Reporting:

The Contractor will submit monthly reports to the State. At a minimum, monthly progress reports shall cover the following items:

1. Activities related to consultation and support for each effort supported by this contract;
2. Activities planned for the forthcoming month;
3. The Contractor’s anticipated needs from State staff during the forthcoming month (e.g., review of deliverables submitted, delivery of data or other items);
4. Any problems or delays- encountered or foreseeable- that may affect contract performance;
5. Budget discrepancies greater than ten percent, i.e. cost overruns or underruns.

The Contractor may also be requested to provide draft recommendations, reports, and other documents to the State as part of this project.

Key Personnel:

Dr. Katherine Harris	Project Director	IMPAQ
Rekha Varghese	Quantitative Research Lead	IMPAQ
Amy Djangali	Survey Task Lead	IMPAQ

The Contractor will be using a sub-contractor to complete components of this project. The sub-contractor is Brandeis University. Key personnel for the sub-contractor are:

Cindy Thomas	PI-Lead Project Manager	Brandeis
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Data:

The Contractor shall sign Data Use Agreements to obtain data, develop a data security plan and provide a secure file transfer protocol.

The Contractor shall rely on the following data:

1. Claims data from VHCURES and from comparison areas to assess effects of the payment reforms related to health care spending and utilization;

2. Secondary data from the Consumer Assessment of Healthcare Providers and Systems (CAHPS) surveys; Hospital, Nursing Home and Home Health Compare; Vermont's Hospital Report Cards and Health Plan Report Cards; clinical records; Vermont's Behavioral Risk Factor Surveillance Survey; and other sources, to assess effects on access, quality of care, and patient experience; and
3. Primary data collected via survey of non-primary care providers and key informant interviews from hospitals, FQHCs, physician practices, and other providers.

Contract Deliverables:

Self-Evaluation Plan

The Contractor will develop a draft self-evaluation plan. The Contractor shall review CMMI self-evaluation guidance documents, RTI design plans, Vermont SIM documents and gather other information from key stakeholders and VHCIP staff as deemed necessary to design and draft Vermont's self-evaluation plan. The self-evaluation plan goal is to provide regular, valid performance measurement that is useful to the State for monitoring its progress in planned implementation and outcomes. The self-evaluation plan must be consistent with rigorous evaluation methods and should align with the federal evaluation.

The self-evaluation plan will be both quantitative and qualitative in nature. The Contractor will utilize a pre/post mixed method evaluation. The Contractor will use the data sources indicated above. The Contractor will compare Vermont metrics to relevant results at the state, regional, and national levels when available, to provide relevant benchmarks for success.

The qualitative evaluation will explain quantitative results, obtain information not available through quantitative techniques (administrative data, clinical data and surveys), and build an understanding of the potential for scalability and provider response to the payment reforms.

The Contractor will provide a draft self-evaluation plan to the State within six weeks of contract execution. The Contractor will revise the draft plan as directed by the State.

The State will convene forums to discuss the draft self-evaluation plan with stakeholders, and the Contractor will provide a detailed explanation of the plan at these forums either in person or via teleconference. Stakeholders include, but are not limited to: State staff, ACOs, payers, consumers and providers. The Contractor will review stakeholder concerns and issues with the State to ensure that the proposed responses are appropriate and the self-evaluation plan is modified as necessary. The Contractor will make final revisions and actively work with State staff as needed to receive CMMI approval of the Self-Evaluation plan.

The self-evaluation plan will include the following components:

- Modified Driver Diagram (if applicable).
 - Vermont submitted a Driver Diagram with its Operational Plan in 2013. The performance measures in the Driver Diagram should be modified as necessary in the self-evaluation plan, to incorporate additional measures from the self-evaluation.
- Goals of the self-evaluation plan (including process and outcome measures and evaluation).
- A timeline and action steps for operationalizing the goals.
- Description of qualitative and quantitative analyses to be conducted.
- Identification of programs and pilots that will be evaluated.
- Outline of how data will be analyzed and disseminated. Analyses will be conducted on administrative data, clinical data, interviews with stakeholders, results of patient and provider surveys, findings from site visits, and other data as available. Methods for disseminating analyses may include but are not limited to electronic dissemination, site visits, and presentations at public/stakeholder forums.
- Recommendations on how the analyses may be used for performance improvement.
- A timeline and description of periodic assessments of the project's progress.

Execution of Self-Evaluation Plan

The State will perform the process evaluation component of the self-evaluation plan. The State will provide process evaluation data and information to the Contractor for incorporation in any evaluation reports.

The Contractor will execute the remaining components of the self-evaluation plan. The Contractor's responsibilities in the plan's execution include:

1. Ensuring adherence to the plan;
2. Quantitative evaluation;
3. Qualitative evaluation;
4. Collaborating with State's process evaluation team to ensure process evaluation and the remaining components of self-evaluation are cohesive;
5. Compilation of evaluation reports for the State.

1. Ensuring adherence to the plan

The Contractor shall ensure that the plan is executed as designed and identify any challenges in the plan for the State, including potential modifications to the plan.

2. Quantitative evaluation

The Contractor shall perform the quantitative evaluation. This will be performed in two phases: development of evaluation measures and conducting the evaluation.

A. Phase One

The Contractor will meet with the State and stakeholders to gain an understanding of the extent of its measurement development and selection activities. The Contractor will review existing measure sets in use or under development. The Contractor will prioritize and build upon the many measures already specified by individual payment pilots and related initiatives in the State. The Contractor will work with the State to establish a core set of measures for use in the self-evaluation plan. The Contractor will identify opportunities for further measurement design as needed.

The Contractor will take the following steps to evaluate and adapt measures:

- Assemble an inventory of measures.
- Create a crosswalk of measure sets.
- Identify relevant literature.
- Identify additional measures.
- Assemble, identify overlap in activities for potential efficiencies, and evaluate measures for potential use.
- Review measures and recommendations with Vermont staff, VHCIP Workgroups and CMS evaluators.
- Refine selected measures as needed, and develop or adapt measure specifications for each pilot.
- Test selected measures in baseline data for applicability and feasibility, given sample size and data requirements.
- Identify appropriate benchmarks against which the project/ pilot performance will be measured.
- Define how these measures will be retrieved from various sources, i.e. claims data, clinical data, patient surveys, etc.
- Determine the minimum number of patients to be enrolled in each pilot for the evaluation to have statistical significance.

B. Evaluation

The Contractor will perform rapid cycle evaluation of the SIM programs and pilots. The Contractor shall develop an evaluation strategy that addresses key research questions as outlined in the RFP. The Contractor shall conduct evaluation that includes but is not limited to the following payment reform pilots: OneCare Vermont shared savings programs, Accountable Care Coalition of the Green Mountains shared savings programs, Community Health Accountable Care shared savings programs, Bundled Payments or Episodes of Care programs (e.g., CHF, COPD), Pay for Performance programs, and the Vermont Oncology Pilot. Given the uncertainty of the exact number and details of payment reform pilots, the Contractor shall work with the State to finalize the total number of pilots to be evaluated using the evaluation strategy described in the final self-evaluation plan.

The Contractor will perform quantitative and qualitative evaluation in accordance with processes defined in the self-evaluation plan. For the quantitative evaluation, the Contractor will use propensity score matching to identify a control group and then conduct Difference-in-differences (DID) regressions, pre-post analysis or trend analysis. For the qualitative evaluation, the Contractor will conduct case studies relying on provider interviews.

The Contractor will create data programs to generate and analyze outcomes so that data is refreshed and updated each quarter. The Contractor will initially create complete and detailed data specifications so that the claims data received quarterly is properly formatted and includes the proper data fields. The Contractor will examine and analyze data each quarter with logic checks to ensure the validity of the data.

3. Providing assistance to the State for process evaluation component of the self-evaluation plan

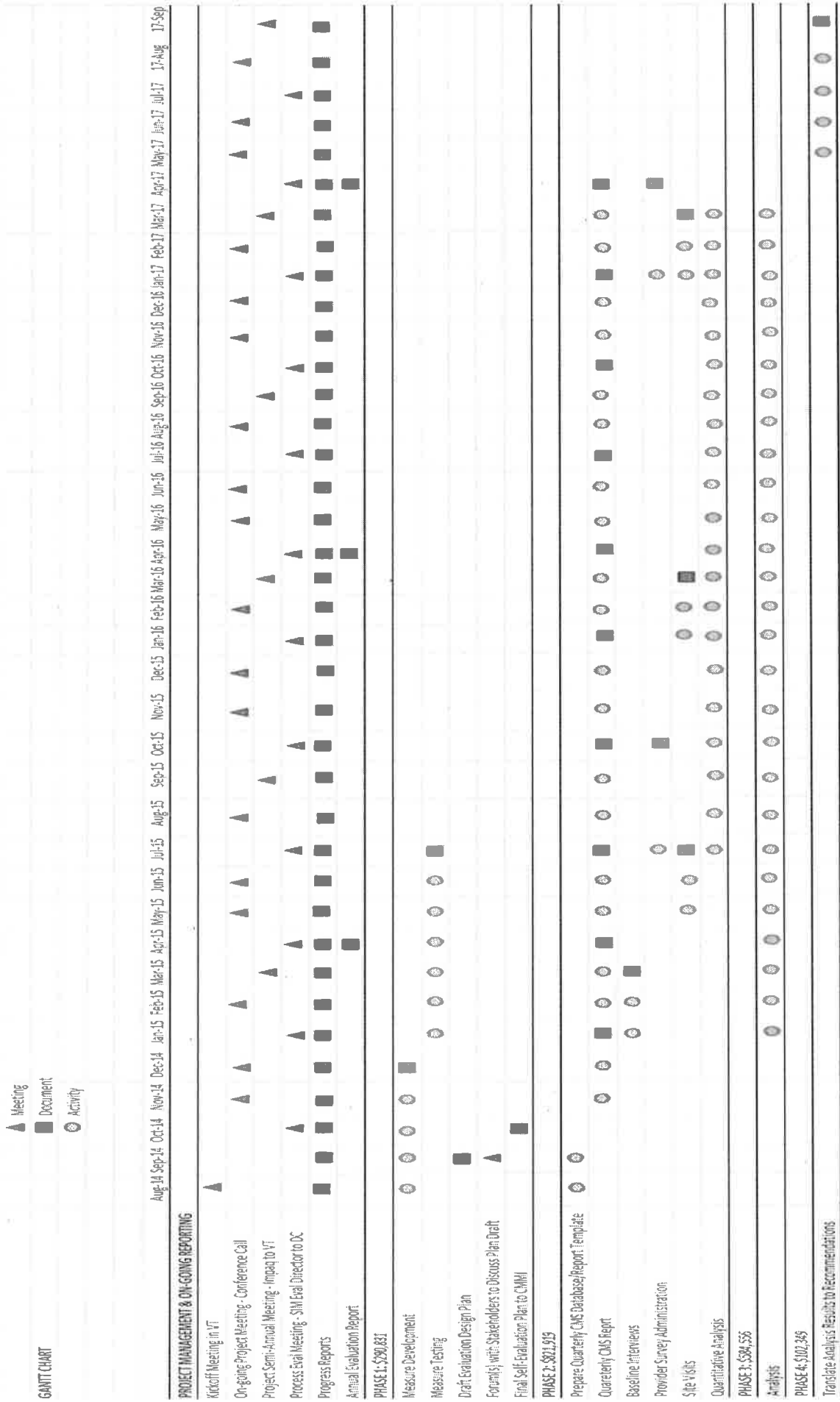
The Contractor will provide assistance to the State for the process evaluation component of the self-evaluation plan as needed.

4. Compilation of evaluation reports for the State

The Contractor will identify successful pilots/models worthy of scaling up, exploring what particular provider or patient-related factors contributed to their success, and making the necessary recommendations about replication, adaptation and scaling up. This task will include estimations of the incremental effect of each model within the context of multiple health care reform and payment reform initiatives. Once the Contractor estimates program impacts, identifies successful models and explores the factors contributing to their success, the Contractor will evaluate whether a particular model is suitable for statewide implementation.

The Contractor will engage in multiple rounds of discussions with the State about evaluation findings prior to the Contractor making final recommendations on scaling up.

Exhibit 1: GANTT Chart of Deliverables



Attachment B: Payment Provisions

1. The maximum amount payable under this contract for service and expenses as outlined in ATTACHMENT A shall not exceed \$1,799,024.51. The State does not guarantee the assignment of any minimum number of hours or other work under this contract.
2. Payments for subcontractors will only be made upon approval (See Attachment C, #15).
3. The State may reimburse the Contractor for travel expenses utilizing the most current General Services Administration Per Diem Study for lodging, meals and incidentals. Expenses will not be reimbursed without prior written approval from the State. Contractor must submit receipts to the State for all expenses. Any activity costs related to this project and in accordance with Attachment A that are incurred prior to the execution of this contract, but after August 15, 2014, shall be reviewed by the State and reimbursed if approved.
4. This Contract is 100% funded through a federal grant opportunity. There is a 10% limit on indirect expenses according to the federal grant requirements.

Source of Funds: 100% Federal

CFDA Title: ACA - State Innovation Models: Funding for Model Design or Model Testing Assistance

CFDA Number: 93.624

Award Number: JGJCMS331 181-01-00, 1GICMS331 181:-02-02

Award Year: FFY2013, FFY2014

Federal Granting Agency: HHS, CMS/CMS Innovation Center

5. Contractor shall submit an invoice on a monthly basis to the State for services provided and expenses incurred during the previous month. Invoice must include unique invoice number, dates of service, itemized hours being invoiced, a list of allowable expenses incurred and the address for remittance of payment. A billing for mileage shall include the points of origin and destination and the number of miles traveled. Only actual charges will be paid.
6. Invoices shall be submitted to:

Janet Richard
Green Mountain Care Board
89 Main Street
Montpelier, VT 05620

Appendix A: Proposed Research Questions (may be excluded, but here for discussion purposes at this time):

Research Questions

The overarching objectives of this phase of the evaluation are to test whether the healthcare payment and delivery system models implemented under the payment reform pilots are successful in reducing healthcare costs while improving quality of care, access to care, and health outcomes, and whether these models are scalable statewide. Taken together, our quantitative and qualitative evaluations will assess the impact of the payment models on healthcare and health by asking:

- Do the payment models result in reduced costs or net savings?
- How do the payment models affect healthcare utilization?
- Do the payment models result in improvements in the quality of care?
- How do the payment models affect access to care?
- What are patient experiences with these payment models?
- Are there any unintended consequences to these payment models in terms of access to care and quality of care?

Programs will be measured against benchmarks and/or comparison groups and by comparing similar efforts against each other. The Contractor will explore the questions below:

- Did other health care payment and delivery systems operating in the same areas influence the success of the payment models?
- What are the incentives and care practice characteristics that resulted in positive outcomes?
- What are the characteristics of providers that participated in the models and were relatively more successful?
- What kind of provider behavior changes, such as in the areas of care planning and coordination, resulted in positive outcomes?
- What are the characteristics of patients, such as dual eligibility and multiple chronic conditions that influenced outcomes?
- What kind of patient behavior changes, such as increased use of preventive care and self-management, resulted in positive outcomes?
- The results of these inquiries will allow the state to determine the following:
- Are the successful models suitable for other disease categories and healthcare services?

- Are the successful models suitable for state-wide scaling up?

What kinds of adaptations are necessary to scale up the successful models?

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

10. **Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the

Contractor in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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

12. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement

with regard to support owed to any and all children residing in any other state or territory of the United States.

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>
- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

(End of Standard Provisions)

Attachment D
Other Contract Provisions

1. Confidentiality. Contractor agrees to keep confidential information related to the State and all agencies and companies related to this contract confidential and agrees not to use any information obtained in relation to the services performed under this contract for any purpose other than as authorized by the State. Contractor agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form or authorize or permit others to do so. Contractor will take reasonable measures as are necessary to restrict access to confidential information in the Contractor's possession to those employees who must have the information to perform their job. Contractor agrees to immediately notify, in writing, the State's authorized representative in the event Contractor determines or has reason to suspect a breach of this requirement. Confidential information does not include information that:
 - (a) Is publicly known as a result of the lawful disclosure by any party;
 - (b) Is already known to the Receiving Party as a result of Receiving Party's own independent efforts;
 - (c) Has been transmitted by the Disclosing Party to any third party, except Government Client entities, without restriction;
 - (d) Is required to be disclosed by a court of competent jurisdiction, provided that the party with whom the Confidential Information originated has been notified in writing of such required disclosure and has been provided an opportunity to take appropriate actions to protect its legal interest in such Proprietary Information.

2. Obligations Regarding Protected Information. Contractor shall assure compliance by the State and Contractor of any and all obligations the State or Contractor may have under HIPAA and any other applicable state or federal law regarding protected health, personal, or otherwise confidential information.

3. Security. Contractor shall maintain security and confidentiality policies and procedures consistent with industry standards with regard to the information obtained from regulated entities. Contractor shall have recovery procedures in place to handle replacement of data in the event of a disaster.

4. Conflicts of Interest. If the State determines that a conflict of interest, as defined by the State, exists between a regulated entity and a member or members of the Contractor's staff, the Contractor shall substitute similarly qualified individuals for the conflicted members. If the State determines that a conflict of interest, as determined by the State, exists between Contractor and a regulated entity, the State may immediately remove that assignment from the Contractor, or may invoke its right to terminate this contract pursuant to paragraph 7 on page 1 of this contract. Prior to taking action, if the State believes that a conflict of interest exists, it will afford the Contractor an opportunity to submit a proposed cure and/or mitigating evidence for the State's consideration. The

State reserves the right to make the ultimate determination as to whether a conflict of interest exists.

5. Protection of Personal Information. Contractor agrees to establish and maintain policies and procedures designed to ensure compliance with 9 V.S.A. Chapter 62 (Protection of Personal Information) with respect to data collected in connection with Contractor's activities pursuant to the Contract.
6. Prior Approval of Workers. The state shall have the right to approve any personnel the Contractor proposes to assign to work requested by the State prior to the commencement of such work. If the proposed personnel of the Contractor are not acceptable to the State, the State may choose to withdraw the assignment of such work from the Contractor, and Contractor will assign personnel acceptable to the State.
7. 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. The Party shall have a limited license to use non confidential and non-protected intellectual property and work product for internal training, the publication of scholarly articles, and may reference such materials in the ordinary course of business, for commercial business activities, as work product that the Party produced as a party to this Agreement on behalf of 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 Contractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

The Contractor shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State. If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor 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 Contractor's materials.

8. The last sentence of Section 3 of Attachment C is amended to read as follows: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or

cancel this Grant by providing written notice of suspension or cancellation to the Party within 24 hours of the State receiving notice that federal funds are unavailable, and the State shall have no obligation to pay the Party from State revenue though the State will make available for payment to the Party previously authorized and appropriated federal funds for work incurred by the Party through the date notice of suspension or cancellation is provided.

9. Attachment C, Section 9 does not apply to the Contractor as a for-profit subrecipient hereunder. The Contractor shall comply with all applicable federal procurement laws and regulations, as well as the provisions of this agreement and shall adhere to the Audit and Records requirements defined in FAR 52.215-2 (incorporated herein by reference) throughout the performance period of this contract.