

STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION ----- Form AA-14 (8/22/11)

Note: All sections are required. Incomplete forms will be returned to department.

I. CONTRACT INFORMATION:

Agency/Department: AOA/ ADM Contract #: **31309** Amendment #:
 Vendor Name: IHSGlobal, Inc. VISION Vendor No:
 Vendor Address: 15 Inverness Way East, Englewood, CO, 80112
 Starting Date: 4/1/2016 Ending Date: 12/31/2016 Amendment Date:
 Summary of agreement or amendment: Provide micro-simulation demand modeling for health care workforce needs.

II. FINANCIAL INFORMATION

Maximum Payable: \$377,000.00 Prior Maximum: \$ Prior Contract # (If Renewal):
 Current Amendment: \$ Cumulative amendments: \$ % Cumulative Change: %
 Business Unit(s): ; ; - [notes:] VISION Account(s): ;

III. PERFORMANCE INFORMATION

Does this Agreement include Performance Measures tied to Outcomes and/or financial reward/penalties? Yes No

Estimated Funding Split:	G-Fund	%	S-Fund	%	F-Fund	100.00 %	GC-Fund	%	Other	%
--------------------------	--------	---	--------	---	--------	----------	---------	---	-------	---

IV. PUBLIC COMPETITION

The agency has taken reasonable steps to control the price of the contract or procurement grant and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:

Standard bid or RFP Simplified Bid Sole Sourced Qualification Based Selection Statutory

V. TYPE OF AGREEMENT & PERFORMANCE INFORMATION

Check all that apply: Service Personal Service Architect/Engineer Construction Marketing
 Information Technology Other, describe:

VI. SUITABILITY FOR CONTRACT FOR SERVICE

Yes No n/a If this is a Personal Service contract, does this agreement meet all 3 parts of the "ABC" definition of independent contractor? (See Bulletin 3.5) If NO, then contractor must be paid through Payroll

VII. CONTRACTING PLAN APPLICABLE:

Are one or more contract or terms & conditions provisions waived under a pre-approved Contracting Plan? Yes No

VIII. CONFLICT OF INTEREST

By signing below, I certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

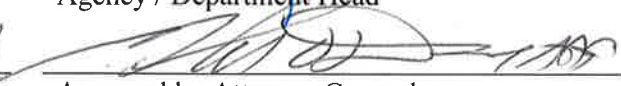

Yes No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

IX. PRIOR APPROVALS REQUIRED OR REQUESTED

Yes No Agreement must be approved by the Attorney General under 3 VSA §311(a)(10) (personal service)
 Yes No I request the Attorney General review this agreement as to form
 No, already performed by in-house AAG or counsel: _____ (initial)
 Yes No Agreement must be approved by the Comm. of DII; for IT hardware, software or services and Telecommunications over \$100,000
 Yes No Agreement must be approved by the CMO; for Marketing services over \$15,000
 Yes No Agreement must be approved by Comm. Human Resources (privatization and retiree contracts)
 Yes No Agreement must be approved by the Secretary of Administration

X. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL

I have made reasonable inquiry as to the accuracy of the above information:

Date	Agency / Department Head	Date	Agency Secretary or Other Department Head (if required)
4/29/16			
Date	Approval by Attorney General	Date	Approved by Commissioner of Human Resources
		5/5/2016	
Date	CIO	Date	Secretary of Administration

2016-03387

APR 27 2016

RECEIVED

APR 27 2016

STATE OF VERMONT
ATTORNEY GENERAL'S OFFICE

1. **Parties.** This is a contract for services between the State of Vermont, Agency of Administration (hereafter called "State"), and **IHS Global Inc.**, with a principal place of business in Englewood, Colorado, (hereafter called "Contractor"). Contractor's form of business is a Corporation. 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.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of health care workforce micro-simulation demand modeling. Detailed services to be provided by the 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 \$377,000.

4. **Contract Term.** The period of contractor's performance shall begin on April 1, 2016 and end on December 31, 2016.

5. **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.

6. **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. Notwithstanding the foregoing, due to the nature of the type of services and the confidential and proprietary nature of the content being delivered as part of the services to be delivered, Contractor has incorporated as Attachment D its agreement titled "IHS General Services Terms and Conditions" with the applicable Exhibit which is incorporated and made a part of this Agreement by reference herein.

7. **Cancellation.** This contract may be canceled by either party by giving written notice at least 30 days in advance.

8. **Attachments.** This contract consists of 14 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 09/01/2015)
- Attachment D- IHS General Services Terms and Conditions with Exhibit


9. **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
- (5) Attachment D

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

By the State of Vermont:

Date: 05/06/16


Signature: 

Name: Michael J. Cutson - Deputy

Agency: Agency of Administration

By the Contractor:

Date: 5/10/2016

Signature: 

Name: Richard F. Fullenbaum

Title: Vice President

**ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED**

I. Background

The State has been awarded a \$45 million State Innovation Model Testing Grant from the federal Center for Medicare and Medicaid Innovation (CMMI). This project, entitled Vermont Health Care Innovation Project (VHCIP), provides a forum for coordinating policy and resources to achieve the shared public/private goals articulated in Vermont's State Health Care Innovation Plan, including the development of a high performance health care system for the State's residents.

The VHCIP Operational Plan outlines several tasks in conjunction with Vermont's Health Care Workforce Strategic Plan, including the development of Vermont-specific metrics for determining supply and demand projections for Vermont's health care workforce. Vermont is seeking to build a microsimulation demand model that is flexible enough to address Vermont's unique and changing health care workforce needs and aging population, and will provide a framework to help the state better predict and prepare for future health care workforce demand.

II. Scope of Work

- A. Contractor shall conduct modeling and analysis and construct a micro-simulation health needs model.
- B. The model shall perform the following:
 - a. Assess and forecast the health requirements of Vermont residents on an individual scale to aid the state in the understanding of workforce requirements under an ideal, universal, health care delivery system.
 - b. Account for multiple aspects of a professionally staffed health workforce, these may include and are not limited to:
 - i. Primary care physicians currently defined as Family Medicine, General internists, OB/GYN, and Pediatrics;
 - ii. Specialty physicians, including Surgeons;
 - iii. Nurse Practitioners;
 - iv. Physicians Assistants;
 - v. Registered nurses;
 - vi. Naturopathy;
 - vii. Mental health;
 - viii. Dental professions;
 - ix. Health care support staff, such as direct care workers, medical assistants, nutritionists, panel managers, data analysts and IT staff;
 - x. Community Health Workers;
 - xi. Substance Abuse Professionals;
 - xii. All licensed complementary and alternative medicine providers: chiropractors, acupuncturists, certified nurse midwives, naturopaths, massage therapists;
 - xiii. Physical Therapists, Occupational Therapists, Skilled Licensed Professionals;
 - xiv. Licensed Psychologist-Master, Licensed Psychologist-Doctorate, Licensed Independent Clinical Social Worker, Licensed Marriage and Family Therapist, Licensed Alcohol/Drug Counselor, and Licensed Clinical Mental Health Counselor;
 - xv. Pharmacists.

- c. Consider population growth and aging, Vermont's high degree of population migration, and the various reform measures being implemented.
 - d. Assess State's projected economic growth, and its expected contributions to an expanding health delivery system.
 - e. Assign measures to account for the changing degree of substitutability between physicians, and mid-level care givers.
 - f. Use information at the county level to help develop a better understanding of the variance of health care utilization throughout the state.
 - g. Ability to run annual updates to track longitudinal changes throughout a period of health care reform.
 - h. Assess the degree to which patients currently use integrative medicine providers (i.e. chiropractors, acupuncturists, massage therapists, etc...) as first contact and continuing management of both primary and specialty health care, and assess the impact of a more systemic integration of these and other provider types into health models.
 - i. Ability to adjust to a demand-based micro-simulation in order to capture the actual utilization of health care providers by Vermonters include the effects of economic, social, and other barriers to access in order to provide an accurate depiction of the usage of health services.
 - j. Assess and identify a future ideal level of health care utilization by provider type. Contractor shall identify a baseline or current level of health care utilization based on existing factors currently influencing the Vermont population.
 - k. Assess complex demand determinants, such as developments in science and technology, and projected changes in disease and chronic illness rates that accompany shifting demographics.
- C. Contractor shall ensure the model is detailed but flexible, to allow policy makers to apply assumptions and expectations and observe various outcomes.
- D. The Contractor shall engage Vermont's health care workforce stakeholders including the VHCIP Workforce Work Group.
- E. The final model shall include sufficient supporting material related to the project for future state usage.

III. Contractor Deliverables

- A. *Task 1: Conduct Project Kickoff Meeting*
- i. Within the first month of contract execution Contractor shall conduct an in-person kickoff meeting with the VHCIP Workforce Work Group staff and Vermont stakeholders.
 - ii. Contractor shall conduct two additional in-person meetings throughout the project.
- B. *Task 2: Monthly Project Stakeholder Meetings and Status Reports*
- i. Contractor shall coordinate monthly meetings with State representatives and project stakeholders via conference call.
 - ii. By the 10th of each month Contractor shall submit monthly status report for the previous month.
 - iii. The Status report shall include:
 - 1. A table containing a schedule of milestones and deliverables, status updates (percent complete), and key dates (planned start date, planned end date, actual start date, actual end date, planned percent complete).
 - 2. A summary of work completed during the previous month.

3. Next steps on the project and work to be completed during the upcoming month.
 4. Any issues that have arisen, anticipated problems, and our proposed solution.
- C. *Task 3: Prepare Preliminary Projections of Demand*
- i. Within three months of project inception Contractor will submit draft projections of demand through the year 2025 for those health occupations chosen for inclusion in the analysis.
 - ii. Contractor will create the population database for each county using the method described previously.
 1. The population database will take into consideration health risk factors among the population in Vermont (e.g., smoking prevalence, obesity prevalence, and prevalence of chronic diseases).
 2. The database will reflect current rates of insured (Medicare, Medicaid, and commercially insured). The dataset will reflect other factors used to model demand for health care services (residing in a metro or non-metropolitan area, and household income).
- D. *Task 4: Prepare Refined Projections of Demand*
- i. Within five months of project inception Contractor will provide refined projections of demand. The model shall incorporate features regarding health care use patterns of people in Vermont (such as care provided outside of Vermont to Vermont residents), and care patterns of people in neighboring states who might seek health care within Vermont.
- E. *Task 5: Prepare and Submit Draft Report*
- i. Within six months of project inception, Contractor will submit a draft report that describes the work completed and demand projections. Contractor will work with the State to determine the structure of the report to: (1) provide information to be shared with a public (non-technical) audience, and (2) provide information on the technical aspects of work completed (i.e., methods, data, and assumptions).
- F. *Task 6: Prepare and submit Final Demand Projections Report*
- i. Contractor shall revise the draft report based on State feedback and shall submit a final report within three weeks of receiving State feedback.
- G. *Task 7: Conduct Close-Out Meeting and Presentation*
- i. Upon acceptance of the final report by the State, Contractor will arrange an in-person presentation to present the findings to the Workforce Work Group and other key stakeholders.
 - ii. Contractor shall engage Stakeholders for input on the findings prior to the presentation.

IV. State Deliverables

- A. To the extent possible the State will provide the following data sources to the Contractor:
1. County level population projections by age and gender (and preferably also by race/ethnicity if available).
 2. Insurance information by demographic group and county
 3. Vermont health care use through the Vermont Health Care Uniform Reporting and Evaluation System (VHCURES) all-payer claims database.
 4. Current active supply of health workers by county and occupation (and if possible by employment setting and medical/surgical specialty).

V. Contract Administration Data – Key Personnel (See Attachment B for key personnel list and hourly rates):

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the VHCIP Project Director and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the State of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the Contracting Officer. The State may modify the contract to add or delete key personnel at the request of the Contractor or Government.

VI. Performance Expectations:

The scope of work and technical assistance provided by the Contractor shall contain specific deliverables, due dates and performance measures, and shall serve as the basis for quality assurance and a means for monitoring the contractor's performance throughout the duration of this contract.

The Contractor shall provide a single point of contact who will manage all aspects of the contract including the assignment of qualified personnel to perform the work outlined herein.

The Contractor's single point of contact or designee will be present at monthly status meetings at a time and date agreed upon by the State and Contractor.

The Contractors single point of contact is:

Tim Dall, Managing Director
IHS Global, Inc.
1150 Connecticut Ave, NW
Washington, DC 20036
tim.dall@ihs.com

Contract business matters contact is:

Duyen Phan
IHS Global, Inc.
1150 Connecticut Ave, NW
Washington, DC 20036
duyen.phan@ihs.com

The Contractor shall work with other State staff and State Contractors as requested by the State.

The number of personnel and level of expertise required, as well as the scheduled hours to be worked will be determined by the State and the Contractor on a monthly basis as part of the status meetings. The assignment of additional personnel, hours, or the substitution of personnel with a higher level of expertise shall require pre-approval by the State.

The Contractor accepts full responsibility for any personnel assigned to perform the work herein.

The State shall notify the Contractor's single point of contact to discuss remediation if it is determined by the State that personnel assigned are not performing as expected. The State has the right to request a change in personnel assigned. The State shall not request a change in personnel without reason. The Contractor is obligated to provide a change in personnel, within 2 business days of a request by the State.

VII. Work Product Ownership:

Contractor Intellectual Property. Contractor shall retain all right, title and interest in and to all Contractor Intellectual Property that Contractor delivers to the State in accordance with Attachment A of this Contract. "Contractor Intellectual Property" means any intellectual property, tangible or intangible, that is owned by Contractor and contained in or necessary for the use of the items that Contractor is required to deliver to the State under this Contract, including Work Product ("Deliverables"). Should the State require a license for the use of Contractor Intellectual Property in connection with the development or use of the Deliverables, the Contractor shall grant the State a royalty-free license for such development and use. For the avoidance of doubt, Work Product shall not be deemed to include Contractor Intellectual Property, provided the State shall be granted an irrevocable, perpetual, non-exclusive royalty-free license to any such Contractor Intellectual Property that is incorporated into Work Product.

State Intellectual Property; State Intellectual Property; User Name. The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by Contractor hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, "State Intellectual Property").

Contractor may not use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall the Contractor claim any security interest in State Intellectual Property.

Work Product. All Work Product shall belong exclusively to the State, with the State having the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, all patents and copyrights, and all applications and registrations, renewals and continuations thereof and/or any and all other appropriate protection. To the extent exclusive title and/or complete and exclusive ownership rights in and to any Work Product may not originally vest in the State by operation of law or otherwise as contemplated hereunder, Contractor shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to the State all right, title and interest therein.

“Work Product” means any tangible or intangible ideas, inventions, improvements, modifications, discoveries, development, customization, configuration, methodologies or processes, designs, models, drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, work of authorship, specifications, operating instructions, procedures manuals or other documentation, technique, know-how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection), that is specifically made, conceived, discovered or reduced to practice by Contractor, either solely or jointly with others, pursuant to this Contract. Work Product does not include Contractor Intellectual Property or third party intellectual property.

To the extent delivered under this Contract, upon full payment to Contractor in accordance with Attachment B, and subject to the terms and conditions contained herein, Contractor hereby (i) assigns to State all rights in and to all Deliverables, except to the extent they include any Contractor Intellectual Property; and (ii) grants to State a perpetual, non-exclusive, irrevocable (except in the case of a breach of Contractor’s intellectual property rights), royalty-free license to use for State’s internal business purposes, any Contractor Intellectual Property included in the Deliverables in connection with its use of the Deliverables and, subject to the State’s obligations with respect to Confidential Information, authorize others to do the same on the State’s behalf. Except for the foregoing license grant, Contractor or its licensors retain all rights in and to all Contractor Intellectual Property. The Contractor shall not sell or copyright a Deliverable 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 Intellectual Property or Contractor Intellectual Property developed outside of this Contract with no assistance from State.

VIII. Contractor Documentation:

The parties specifically agree that any language or provisions contained in a Contractor Document is of no force and effect if such language or provisions conflict with the terms of Attachments A, B, C, or D to this Contract. Further, in no event shall any Contractor Document: (a) require indemnification by the State of the Contractor; (b) waive the State’s right to a jury trial; (c) establish jurisdiction in any venue other than the Superior Court of the State of Vermont, Civil Division, Washington Unit; (d) designate a governing law other than the laws of the State of Vermont; (e) constitute an implied or deemed waiver of the immunities, defenses, rights or actions arising out of State’s sovereign status or under the Eleventh Amendment to the United States Constitution; or (f) limit the time within which an action may be brought hereunder lesser than that provided by the statutes of Vermont for such limitation period.

For purposes of this provision, “Contractor Document” shall mean one or more document, agreement or other instrument required by the Contractor in connection with the performance of the services set forth in Attachment A hereto, regardless of format, including SOW forms or associated documents, and any other paper or “shrinkwrap,” “clickwrap” or other electronic version thereof.

Notwithstanding any other provision or other unilateral license terms which may be issued by Contractor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for the products and services being purchased by the State, as applicable, the components of which are licensed under

the Contractor Documents, or the fact that such other agreement may be affixed to or accompany the products and services being purchased by the State, as applicable, upon delivery ("shrink wrap"), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

IX. Confidentiality of Contractor Information:

The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the State in connection with this Contract are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. The State will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including, but not limited to, trade secrets, proprietary information or financial information, including any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to the Contractor, and which gives the Contractor an opportunity to obtain business advantage over competitors who do not know it or use it. For purposes of clarity, the State hereby acknowledges that any Contractor information provided under this agreement is exempt pursuant to 1 V.S.A. § 317(c).

The State shall immediately notify Contractor of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Contractor information. Contractor may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such information under applicable State law within three business days of the State's receipt of any such request. Contractor agrees that it will not make any claim against the State if the State makes available to the public any information in accordance with the Access to Public Records Act or in response to a binding order from a court or governmental body or agency compelling its production. Contractor shall indemnify the State for any costs or expenses incurred by the State, including, but not limited to, attorneys' fees awarded in accordance with 1 V.S.A. § 320, in connection with any action brought in connection with Contractor's attempts to prevent or unreasonably delay public disclosure of Contractor's information if a final decision of a court of competent jurisdiction determines that the State improperly withheld such information and that the improper withholding was based on Contractor's attempts to prevent public disclosure of Contractor's information.

The State agrees that (a) it will use the Contractor information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Contractor information as it provides to protect its own similar confidential and proprietary information; (c) except as required by the Access to Records Act, it will not disclose such information orally or in writing to any third Contractor unless that third Contractor is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the Contractor's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity.

Contractor may affix an appropriate legend to Contractor information that is provided under this Contract to reflect the Contractor's determination that any such information is a trade secret, proprietary information or financial information at time of delivery or disclosure.

X. Confidentiality of State Information:

In performance of this Contract, and any exhibit or schedule hereunder, the Contractor acknowledges that certain State Data (as defined below), to which the Contractor may have access may contain individual federal tax information, personal protected health information and other individually identifiable information protected by State or federal law. Notwithstanding the foregoing, the parties acknowledge and agree that personally identifiable data elements (e.g. personal protected health information, federal tax information, social security number, driver's license number; state-issued identification card number; and/or an account number, credit or debit card number, in combination with or without any required security code, access code or password that would permit access to an individual's financial accounts) are not required for Contractor to provide the Services described in this Agreement or applicable exhibit or schedule and any record-level State Data shall be anonymized and any such personally identifiable data elements removed prior to receipt of the State Data by Contractor. Before receiving or controlling State Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain State Data from internal and external security threats and State Data from unauthorized disclosure. State Data shall not be stored, accessed from, or transferred to any location outside the United States.

Unless otherwise instructed by the State, Contractor agrees to keep confidential all information received and collected by Contractor in connection with this Contract ("State Data"). The Contractor agrees not to publish, reproduce, or otherwise divulge any State Data 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 State Data in the Contractor's possession to only those employees on its staff who must have the information on a "need to know" basis. The Contractor shall use State Data only for the purposes of and in accordance with this Contract. The Contractor shall provide at a minimum the same care to avoid disclosure or unauthorized use of State Data as it provides to protect its own similar confidential and proprietary information.

The Contractor shall promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for State Data to which the Contractor or any third party hosting service of the Contractor may have access, so that the State may seek an appropriate protective order.

**ATTACHMENT B
PAYMENT PROVISIONS**

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

1. **FUNDING and PERIOD OF PERFORMANCE AUTHORIZATION REQUIREMENT:** This contract is funded by a federal grant and subject to federal approval from the Center for Medicare and Medicaid Innovation (CMMI). No reimbursement shall be provided under this agreement without federal approval for the task, service, or product for which reimbursement is claimed.
 - a. In August, 2015 federal approval was sought for the time period of October 1, 2015-December 31, 2015 in the amount of \$250,000. Contractor may not begin work for the time period of October 1, 2015 through December 31, 2015, without written authorization from the State of Vermont. Approval for funding is contingent on CMMI authorization.
 - b. In November, 2015 federal approval will be sought for the time period of January 1, 2016-June 30, 2016 in the amount of \$100,000. Contractor may not begin work for the time period of January 1, 2016 through June 30, 2016, without written authorization from the State of Vermont. Approval for funding is contingent on CMMI authorization.

2. Contractor invoices shall be submitted monthly. Invoices shall be accompanied by a status report containing total number of hours worked per staff person per task as specified in Attachment A.

Task Descriptions	Amount Tied to Deliverable
May Task 1: Conduct Project Kickoff Meeting & Prepare Meeting Collateral; Early Findings	\$50,000 \$50,000 \$100,000
June Task 2: Monthly Project Stakeholder Meeting and Status Report; Early Findings Subtotal through 6/30/16	\$25,000 \$35,000 \$55,000 August Task 2: Monthly Project Stakeholder Meeting and Status Report September Task 2: Monthly Project Stakeholder Meeting and Status Report Task 4: Prepare Refined Projections of Demand October Task 2: Monthly Project Stakeholder Meeting and Status Report Task 5: Prepare and Submit Draft Report November Task 6: Prepare and Submit Final Demand Projections Report Task 7: Conduct Close-Out Meeting and Presentation Subtotal after 7/1/16
TOTAL	\$377,000

3. Project Key Personnel and Billing Rates (inclusive of all expenses):

Labor Category	Key Personnel	Hourly Rate
Project Director 1	Tim Dall	\$293
Project Director 2	Terry West	\$251

Labor Category	Supporting Staff	Hourly Rate
Senior Economist	Ritashree Chakrabarti	\$130
Economist	April Semilla	\$119
Associate Economist	William Iacobucci	\$85

Please note that additional personnel may be called upon to work on the project as needed to meet the project needs and timeline, including personnel from the Center for Health Workforce Studies at SUNY-Albany (subcontractor). These personnel will be paid at the rates identified above.

4. Up to ten percent (10%) indirect charges (airfare, lodging, meals, local transportation) are the maximum allowable indirect charge limit for this contract. The State will only pay for travel when expressly authorized in writing prior to the trip.

5. The State reserves the right to withhold part or all of the contract funds if the State does not receive timely documentation of the successful completion of contract deliverables.
6. All work performed by the Contractor shall be approved by the Authorized State Representatives. The Authorized State Representatives shall review and approve all invoices for payment. The Authorized State Representatives are:

Marisa Melamed
Marisa.melamed@vermont.gov
(o) 802-828-2316

Amy Coonradt, Senior Health Policy Analyst
Department of Vermont Health Access
Amy.coonradt@vermont.gov
(o) 802-879-0120

7. No benefits or insurance will be reimbursed by the State.
8. Invoices should reference this contract number, contain a unique invoice number, and the current date of submission. Invoices should be submitted electronically to:

Marisa Melamed
Marisa.melamed@vermont.gov
(o) 802-828-2316

9. The total maximum amount payable under this contract shall not exceed \$377,000.

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 Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of 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.

- 20. Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
- 22. Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)



Standard Contract for Services

"IHS General Services Terms And Conditions"

1. DEFINITIONS.

1.1 "Agreement" means these Services Terms and Conditions, the incorporated Exhibit, and the applicable SOWs.

1.2 "Client Information" means any confidential or proprietary information or data provided by Client to IHS to enable IHS to perform its obligations under the Agreement.

1.3 "Confidential Information" means: (a) IHS Property; (b) Client Information; (c) the terms of the Agreement; and (d) any information that by its nature, Recipient knows or should know is confidential or proprietary, including Discloser business or technical information.

1.4 "Deliverables" means the results of Services performed by IHS for Client under a SOW.

1.5 "Exhibit" means the Exhibit which contains the terms or conditions specific to the Services.

1.6 "Expenses" means the reasonable and documented expenses incurred by IHS to provide Services to Client, including hotel, meal, and travel costs.

1.7 "Fees" means the money owed to IHS for Services provided in the SOW. Fees are exclusive of Expenses and Taxes, which will be charged separately to the Client.

1.8 "IHS Property" means: (a) the business process, management and analytics technologies of IHS, including without limitation; any algorithms, analyses, data, databases, Documentation, formats, forecasts, formulas, inventions, know-how, methodologies, processes, tools, trade secrets, and except as otherwise provided in a SOW, Deliverables, and (b) any and all derivative works, enhancements, or other modifications to any of the above.

1.9 "Services" means the work performed by IHS for Client under a SOW.

1.10 "SOW" means the written Statement of Work, executed by both Parties, describing the Services, Deliverables, Fees, Expenses, estimated completion dates, or milestones and any special terms or conditions.

1.11 "Taxes" means value-added, sales, use, import, or any taxes other than taxes assessed upon the income of IHS. Client must submit applicable documentation to receive tax exempt status.

2. FEES, PAYMENT, DELIVERY AND TAXES.

2.1 IHS Global Inc. ("Contractor" or "IHS") will invoice the State of Vermont ("State" or "Client") for all Fees and Expenses due under any SOW, and Client will pay the Fees and Expenses in the currency specified in the SOW. Except as otherwise stated in this Agreement, Fees for Services are nonrefundable.

2.2 Client will pay IHS the Fees and Expenses set forth in an SOW within 30 days from date of an invoice issued to Client by IHS. Client has no right of set-off, except as provided in Attachment C, § 12.

2.3 Delivery for Services is deemed to occur when Services (or each Service milestone, as applicable) are completed in accordance with the SOW.

3. [Reserved]

4. [Reserved]

5. [Reserved]

6. LIMITATION OF LIABILITY.

6.1 IN NO EVENT WILL THE CONTRACTOR'S LIABILITY FOR ANY DAMAGES TO THE STATE EVER EXCEED THREE (3) TIMES THE AMOUNT DUE AND PAYABLE TO CONTRACTOR HEREUNDER. LIMITS OF LIABILITY FOR STATE CLAIMS WHICH MAY BE AGREED BY THE STATE SHALL NOT APPLY TO STATE CLAIMS ARISING OUT OF: (A) CONTRACTOR'S OBLIGATION TO DEFEND OR INDEMNIFY THE STATE; (B) CONTRACTOR'S CONFIDENTIALITY OBLIGATIONS TO THE STATE; (C) PERSONAL INJURY OR DAMAGE TO REAL OR

PERSONAL PROPERTY; (D) CONTRACTOR'S GROSS NEGLIGENCE, FRAUD OR INTENTIONAL MISCONDUCT; OR (E) VIOLATIONS OF THE STATE OF VERMONT FRAUDULENT CLAIMS ACT.

6.2 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, DAMAGES WHICH ARE UNFORESEEABLE TO THE PARTIES AT THE TIME OF CONTRACTING, DAMAGES WHICH ARE NOT PROXIMATELY CAUSED BY A PARTY, SUCH AS LOSS OF ANTICIPATED BUSINESS, OR LOST PROFITS, INCOME, GOODWILL, OR REVENUE IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT.

6.3 The provisions of this Section shall apply notwithstanding any other provisions of this Contract or any other agreement. In no event shall the State limit or otherwise assume IHS' liability to third parties.

7. TERM AND TERMINATION.

7.1 The completion date of Services will be set forth in the applicable SOW. The term of this Agreement shall continue until terminated by either party upon written notice to the other party only after all SOWs have been completed. If all SOWs are terminated prior to completion of Services, this Agreement shall also be terminated.

7.2 Either Party may terminate this Agreement, or licenses granted under an SOW if: (a) the Party gives written notice to the other Party of its election to terminate once all SOWs have been completed; (b) the other Party commits a breach of any material term or condition of this Agreement and does not cure such breach within 30 days of written notice; or (c) the other Party's assets are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy, a proceeding is commenced by or against the other Party for relief under bankruptcy or similar laws and such proceeding is not dismissed within 60 days, or the other Party is adjudged bankrupt.

7.3 Termination for Convenience. Except as otherwise provided in a SOW, Client will have the right to terminate a portion or all of a Fixed Fee SOW without cause by giving 30 days prior written notice to IHS. Such termination will be effective upon receipt of the notice by IHS or such later date as may be set forth in the notice. Client will pay the Fees and approved Expenses earned through the date of termination plus reasonable charges incurred because of the termination and subject to IHS' submission of correct invoices. Payments are due as otherwise set forth in this Agreement.

7.4 Any termination does not relieve either Party of any liability incurred prior to such termination, or for Client's payment for unaffected Services. Upon the termination of this Agreement, or any SOW; all Fees and Expenses owed by Client through the date of termination automatically and immediately become due and payable.

7.5 Upon any expiration or other termination of an SOW, all licenses granted under same immediately will terminate. All terms and conditions of the Agreement will continue to apply to any SOWs that have not been so terminated.

8. ANTI-CORRUPTION AND EXPORT CONTROL.

Both parties shall (i) comply with all applicable laws of the United States and other jurisdictions relating to anti-corruption and agree not to perform, offer, give and receive bribes or corrupt actions in relation to the procurement or performance of this Agreement and (ii) comply with all applicable export laws and regulations of the United States and other relevant local export laws as they apply to the Deliverables provided by IHS under this Agreement. Failure to comply with all applicable anti-corruption or export control laws will be deemed a material breach of the Agreement.

9. [Reserved]

10. MISCELLANEOUS.

10.1 General. Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations hereunder

except for payment for any Fees if such delay or failure result from events, circumstances or causes beyond its reasonable control. If any provision of the Agreement is found invalid or unenforceable, the remaining portions will remain in full force and effect. All notices required under the terms and conditions must be in writing and delivered by commercially established courier service, facsimile with written confirmation of delivery; email with written confirmation of delivery, or via certified mail, return receipt requested, to the addresses specified in the SOW. Any legal notices must also be copied to "Attention: IHS Legal Department, General Counsel." No failure or delay by either Party to exercise any right they may have operates as a waiver of their rights at any future time. The Parties are independent contractors and nothing in this Agreement will be construed to create a partnership, joint venture or employment relationship between the Parties. The terms and conditions of the Agreement (including Section(s) 4, 5, and 6) will survive the expiration or other termination to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favor they operate. No

term of the Agreement is intended to confer a benefit on or to be enforceable by, any person who is not a party to the Agreement.

10.2 Publicity. IHS may use Client's name and logo in compiling a list of IHS' Clients. Any additional publicity concerning a Party will require the other Party's prior written consent.

10.3 Execution. Each person executing this Agreement on behalf of any entity hereby represents and warrants that he or she is duly authorized and has full authority to execute and deliver this Agreement. This Agreement, may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. Each Party consents to the other Party's use of electronic signatures on this Agreement and/or any Exhibit, SOW attached or appended hereto. Neither party may object to the legal effect or enforceability, as a result of such electronic signature, which will be considered to be an original binding signature.

EXHIBIT APPLICABLE TO SERVICES

1. Definitions

1.1 "Fixed Fee" means an amount specified in a SOW that is fixed and not dependent on the time spent or costs incurred by IHS in performing the Services.

1.2 "Time-Based Fee" means an amount per hour, day or month specified in a SOW that is based on the time IHS spends performing Services.

1.3 "Unit-Based Fee" means an amount specified in a SOW for each or a defined number of report(s) or datasheet(s) or any other kind of Deliverables as supplied by IHS in performing the Services.

1.4 "Retainer Fee" means Fees prepaid by Client for Services. If Client has paid a Retainer Fee, IHS will deduct from that Retainer Fee any Fees owed for any Fixed, Time-Based, or Unit-Based Services.

2 [Reserved]

3. WARRANTIES.

3.1 General Representations and Warranties. The Contractor represents, warrants and covenants that:

(i) To the best of its knowledge and belief, the Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor;

(ii) To the best of its knowledge and belief, there is no pending litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract;

(iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract;

(iv) To the best of its knowledge and belief, the Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the Deliverables as set forth in this Contract

(v) The Contractor has adequate resources to fulfill its obligations under this Contract; and

(vi) To the best of its knowledge and belief, neither Contractor nor Contractor's subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

3.2 Contractor's Performance Warranties. Contractor represents and warrants to the State that:

(ii) Each and all of the services shall be performed in a timely, diligent, professional and workpersonlike manner, in accordance with industry or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the

planned environment. At its own expense and without limiting any other rights or remedies of the State hereunder, the Contractor shall re-perform any services that the State has determined to be unsatisfactory in its reasonable discretion;

(iv) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.

3.3 Limitation on Disclaimer. The express warranties set forth in this Contract shall be in lieu of all other warranties, express or implied.

3.4 Effect of Breach of Warranty. If, at any time during the term of this Contract, any Deliverable or other results of Contractor's work fail to perform at no fault of State, according to any warranty of Contractor under this Contract, the State shall promptly notify Contractor in writing of such alleged nonconformance, and Contractor shall provide at no additional cost of any kind to the State, the maintenance or corrective action required to conform the Deliverable or services to warranty requirements.

4. CLIENT OBLIGATIONS.

4.1 Client will cooperate with IHS in providing prompt and timely information, notices, and feedback.

4.2 Client acknowledges that the ability of IHS to perform Services in the timeframe set forth in any SOW is contingent upon Client's provision to IHS of timely Client Information. IHS' time of performance will be increased, day-for-day to match any delay caused by: (a) failure by Client to submit Client Information by the dates set forth in the SOW; (b) a special request by Client or any governmental agency authorized to regulate or supervise Client that impacts IHS performance; or (c) Client's failure to provide access to any of its facilities as called for by any SOW. IHS will promptly notify Client of the estimated impact on its performance, if any, as a result of an event described in Sections (a) through (c) above.

4.3 Changes to a SOW. If Client wants to change a SOW, Client will put such change request in writing. IHS will respond within 10 days as to whether it can perform the requested changes, and will note any additional Fees, and time necessary to accomplish such changes. IHS may, upon 5 business days' written notice to the Client, request changes to the SOW.

5. ENGAGEMENT OF SPEAKERS.

Where Client engages IHS employees for Services to be performed at either Client locations or a third party location, Client agrees to provide all necessary stage accessories and properties including microphones and amplification system in proper working condition. Client agrees to limit the audience to no more than the legal number permitted at the place the Service is to be performed. Client may not broadcast, videotape, audiotape or otherwise record or reproduce all or any portion of the presentation including any associated

materials that are handed out or provided as a part of the presentation, by any means for any purpose without prior written permission from IHS.
