

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Burns & Associates, Inc. (hereafter called the "Contractor") that the contract on the subject of consulting services on Medicaid Payment Systems, effective April 1, 2015, is hereby amended effective June 30, 2016, as follows:

1. By deleting Section 3 (Maximum Amount) on page 1 of 26 of the base agreement, and substituting in lieu thereof the following Section 3:

3. **Maximum Amount.** In consideration of the services to be performed by Contract, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$1,020,130.00**.

2. By deleting Section 4 (Contract Term) on page 1 of 26 of the base agreement, and substituting in lieu thereof the following Section 4:

4. **Contract Term.** The period of the Contractor's performance shall begin on April 1, 2015 and end on June 30, 2017.

3. By adding Section 9 (Contacts for this Award) on page 2 of 26 of the base agreement, the following:

THE CONTACTS FOR THIS AWARD ARE AS FOLLOWS:

	<u>State Fiscal Manager</u>	<u>State Program Manager</u>	<u>For the Contractor</u>
Name:	Susan Whitney	Patricia Elias	Mark Podrazik
Phone #:	802-241-0258	802-878-7835	602-241-8520
E-mail:	Susan.Whitney@vermont.gov	Patricia.Elias@Vermont.gov	MPodrazik@Burnshealthpolicy.com

NOTICES TO THE PARTIES UNDER THIS AGREEMENT:

To the extent notices are made under this agreement, the parties agree that such notices shall only be effective if sent to the following persons as representative of the parties:

	STATE REPRESENTATIVE	CONTRACTOR/GRANTEE
Name	Office of General Counsel	Mark Podrazik, President Burns & Associates, Inc.
Address	NOB 1 South, 280 State Drive Waterbury, VT 05671-1010	3030 North Third Street, Suite 200 Phoenix, AZ 85012
Email	AHSDVHALegal@Vermont.gov	MPodrazik@Burnshealthpolicy.com

The parties agree that notices may be sent by electronic mail except for the following notices which must be sent by United States Postal Service certified mail: termination of contract, contract actions, damage claims, breach notifications, alteration of this paragraph.

DVHA MONITORING OF CONTRACT:

The parties agree that the Department of Vermont Health Access (hereinafter "DVHA") official State Program Manager is primarily responsible for the review of invoices presented by the Contractor.

4. **By deleting in its entirety Attachment A (Specifications of Work to be Performed) on page 3 of 26 of the Base Agreement, and substituting in lieu thereof the following Attachment A beginning on page 3:**
5. **By deleting Attachment B (Payment Provisions) on page 7 of 26 of the Base Agreement, and substituting in lieu thereof the following Attachment B beginning on page 9:**
6. **By deleting Attachment C (Standard State Provisions for Contracts) on page 10 of 26 of the Base Agreement, and substituting in lieu thereof the following Attachment C beginning on page 12:**
7. **By deleting Department of Vermont Health Access Request for Approval to Subcontract Form on page 25 of 26 of the base agreement, and substituting in lieu thereof the following Department of Vermont Health Access Subcontractor Compliance Form beginning on page 17:**

This amendment consists of 16 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#28734) dated May 29, 2015 shall remain unchanged and in full force and effect.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR
BURNS & ASSOCIATES, INC.

STEVEN COSTANTINO, COMMISSIONER DATE

NOB 1 South, 280 State Drive
Waterbury, VT 05671-1010
Phone: 802-241-0239
Email: Steven.Costantino@vermont.gov
AHS/DVHA

MARK PODRAZIK, PRESIDENT DATE

3030 North Third Street, Suite 200
Phoenix, AZ 85012
Phone: 602-241-8520
Email: MPodrazik@Burnshealthpolicy.com
CONTRACTOR

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

I. Scope of Work

A. Contractor Shall assist the State in the following areas:

1. Hospital Rate Setting

a. Inpatient Prospective Payment System (IPPS)

Contractor shall continue the work begun in the prior fiscal year in support of rebasing the inpatient hospital base rates that will be implemented October 1, 2016. Tasks in support of this rate development include collecting and analyzing claims information; analyzing costs at the hospital and peer group level; setting the base rates, relative weights and outlier payment thresholds; testing changes to or elimination of other payment policies such as add-on payments, transfer cases, short stay cases, and awaiting placement cases; modeling payment scenarios; meeting with State and hospital representatives or other stakeholders as requested about the methodology and model results; and writing a report to document the methodology and process used in the rebase.

All IPPS rates and related documents are due to the state two weeks prior to the rate effective date. The Contractor may submit the rates, fee schedules, and related documents in a shorter period of time due to unforeseen difficulties, with prior written approval by the State.

Contractor shall assist State with the development of the State Plan Amendment (SPA) submission to the Center for Medicaid and Medicare Services (CMS), responses to questions from CMS about the SPA, and shall provide all of the calculations necessary to demonstrate that the methodology will produce payments that are within the Upper Payment Limit (UPL).

b. Outpatient Prospective Payment System (OPPS)

Contractor shall provide payment modeling and rate setting related to the Vermont Medicaid OPPS which will include collecting and analyzing claims information, modeling payment scenarios, and advising the State of any updates or changes resulting from the annual Medicare's OPPS Final Rule. Contractor shall assist the State in updating the status indicators, Ambulatory Payment Classifications, packaged revenue code list, composite pricing methodology, outpatient fixed outlier threshold, outpatient outlier payment percentages, and the hospital discount percentages from the national median rates.

Contractor shall meet with the State and hospital representatives or other stakeholders as requested about the methodology and model results, and write a memorandum summarizing all updates and changes made to the OPPS methodology.

All OPPS rates, updates, and related documents are due to the State two weeks prior to the rate effective date. The Contractor may submit the rates, fee schedules, and related documents in a shorter period of time due to unforeseen difficulties, with prior written approval by the State.

Contractor shall assist the State with the development of the SPA submission to CMS, responses to questions from CMS about the SPA, and shall provide all of the calculations necessary to demonstrate that the methodology will produce payments that are within the UPL.

2. Other Fee Schedules

a. Resource Based Relative Value Scale (RBRVS)

Contractor will be responsible for payment modeling and rate setting related to the Vermont Medicaid RBRVS. This includes, but is not limited to: collecting and analyzing claims information, modeling payment scenarios, and advising the State of any updates or changes resulting from Medicare's RBRVS Final Rule. Contractor shall assist the State in updating Relative Value Unit (RVU), Geographic Practice Cost Index (GPCI), conversion factor, and newly valued codes. All RBRVS rates, updates, and related documents are due to the State two weeks prior to Vermont's annual effective date of January 1st. Contractor may submit the rates, fee schedules, and related documents in a shorter period of time due to unforeseen difficulties, with prior written approval by the State.

b. Contractor shall assist with payment modeling and rate updates of additional fee schedules as requested by the State including Clinical Laboratory, Durable Medical Equipment (DME), and Physician Administered Drugs. Contractor will deliver rates, fee schedules, and related documents in a time period specified by the State.

3. Federally Qualified Health Center (FQHC) / Rural Health Center (RHC) Prospective Payment System

a. Contractor shall assist the State in the design and implementation of an alternative payment methodology to pay FQHCs and RHCs as required in rules set forth by CMS with an intended implementation date of January 1, 2017. Tasks in support of this rate development include, but are not limited to collecting and analyze claims information; analyzing costs at the FQHC/RHC and peer group level; testing options and creating models for alternative rate options; comparing the alternative rates proposed against minimum rates set forth in BIPA legislation; modeling payment scenarios; meeting with the State and FQHC/RHC representatives or other stakeholders as requested about the methodology and model results; and writing a report to document the methodology and rate setting process used.

All FQHC/RHC rates and related documents are due to the State two weeks prior to the rate effective date. The Contractor may submit the rates, fee schedules, and related documents in a shorter period of time due to unforeseen difficulties, with prior written approval by the State.

Contractor shall assist the State with the development of the SPA submission to CMS and responses to questions from CMS about the SPA as well as analysis and justification that the payment systems meet CMS requirements.

4. Home Health Agency (HHA) Prospective Payment System

a. Contractor shall assist the State in the design and implementation of a prospective payment methodology to pay HHAs with an intended implementation date of July 1, 2017. Tasks in support of this rate development include, but are not limited to: collecting and analyze claims

information; analyzing costs at the HHA level; testing options and creating models for alternative rate options; creating a database and testing options for a quality payment component; modeling payment scenarios; meeting with the State and HHA representatives or other stakeholders as requested about the methodology and model results; and writing a report to document the methodology and rate setting process used.

All HHA rates and related documents are due to the state two weeks prior to the rate effective date. The Contractor may submit the rates, fee schedules, and related documents in a shorter period of time due to unforeseen difficulties, with prior written approval by the State.

Contractor shall assist the State with the development of the SPA submission to CMS and responses to questions from CMS about the SPA as well as analysis and justification that the payment systems meet CMS requirements.

5. Development and Implementation of Value-based Initiatives

- a. Contractor shall assist the State in the development and implementation of upcoming value-based initiatives which include, but are not limited to, potentially preventable hospital admissions, readmission, and emergency department visits. Other value-based initiatives may be determined by the State as an extension of its State Innovation Model implementation grant. Contractor will assist the State in the development and implementation of upcoming value-based initiatives by conducting research on national value-based initiatives; collecting and analyzing claims information; modeling payment scenarios; meeting with the State to discuss the models; preparing for and attending meetings with providers; preparing datasets that may be used by stakeholders at the request of the State; writing final methodologies for the initiatives; writing public notice and answering questions; and assisting with SPA submissions, responses to CMS questions, and calculations of UPL tests. The types of assistance listed above are not intended to be a complete list.

6. Disproportionate Share Hospital (DSH) Payments

- a. Contractor shall assist the State with annual DSH payment calculations including, but not limited to: collecting and analyzing claims and cost information, preparing the DSH survey instrument and instructions, reviewing initial DSH survey submissions, following up with hospitals on survey submissions, calculating final DSH payments, and writing the methodology document.

7. Graduate Medical Expense (GME) Review

- a. Contractor shall assist the State with annual GME methodology review including collecting and analyzing claims, cost and commercial payment information, meeting with the State and the University of Vermont Medical Center regarding funding and payment calculations, and assisting with SPA submissions, responses to CMS questions, and calculations of UPL tests.

8. Budget Initiatives and Legislative Rate Changes

- a. Contractor will assist the State on an as-needed, as-directed basis with requests put forth by the Governor's Office in support of budget initiatives as well as responses to Legislative inquiries about potential rate changes. Tasks include, but are not limited to, answering proposed questions; collecting and analyzing claims information; performing related research about

potential rate changes; modeling payment scenarios; meeting with the State to discuss the models; preparing for and attending meetings with stakeholders; and preparing datasets that may be used by stakeholders at the request of the State.

9. Education and Information

- a. Contractor shall assist the State with the development of in-service training sessions for the DVHA Reimbursement Unit to support the State's ongoing maintenance of reimbursement methodologies that have been put in place. Tasks include, but are not limited to, writing training manuals and providing onsite training sessions about reimbursement methodologies.
- b. Contractor will also assist the State on an as-needed, as-directed basis with producing educational materials to external stakeholders about DVHA's reimbursement methodologies.

10. Contractor shall provide the following additional support as requested by the State:

- a. Work with the State's fiscal agent, HP Enterprise Services, in relation to provider relations and system change requirements related to the rates developed under this contract.
- b. Attend Legislative or Legislative Oversight Committee meetings or other meetings designed to explain reimbursement payment systems or address issues raised by this contract.

II. Monthly Reporting (Restated)

- A. The Contractor shall participate in a conference call each month with the State regarding work under this agreement. The purpose of these calls is to discuss administrative and project issues as they arise and to report preliminary findings of analyses as they become available. More frequent calls may be needed during active periods of the project.
- B. The Contractor shall submit monthly Status Reports outlining all work accomplished during the previous month. At a minimum, monthly progress reports shall cover the following items:
 1. Activities related to consultation and support related to each Awardee supported by this contract;
 2. Activities planned for the forthcoming month;
 3. Contractor's expectations of the 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; and
 5. Budget discrepancies greater than ten percent, i.e., cost overruns or underruns.
- C. Additional planning and coordination meetings may be required during the course of the contract, depending on the State's needs.

III. Contract Administration Data: Key Personnel (See Attachment B for Key Personnel List and Hourly Rates)

- A. 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 Deputy Commissioner for Health Reform and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the State. 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.

IV. Ad Hoc Tasks (Restated)

- A. The State shall define deliverables that align with the scope of work by meeting with the Contractor on a bi-weekly basis. Ad hoc tasks shall be reduced to writing and approved by both parties and added to the work plan on a monthly basis. Payment for any ad hoc work shall only occur after ad hoc work has been reduced to writing and approved by both parties.

V. Subcontractor Requirements

- A. Per Attachment C, Section 15, if the Contractor chooses to subcontract work under this agreement, the Contractor must first fill out and submit the Subcontractor Compliance Form (Appendix I – Required Forms) in order to seek approval from the State prior to signing an agreement with a third party. Upon receipt of the Subcontractor Compliance Form, the State shall review and respond within five (5) business days. A fillable PDF version of this Subcontractor Compliance Form is available upon request from the DVHA Business Office. Under no circumstance shall the Contractor enter into a sub-agreement without prior written authorization from the State. The Contractor shall submit the Subcontractor Compliance Form to:

Patricia Elias
Patricia.Elias@Vermont.gov

Should the status of any third party or Subrecipient change, the Contractor is responsible for updating the State within fourteen (14) days of said change.

**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. Contractor's hourly rate is inclusive of all direct costs but is exclusive of travel. The State shall pay the Contractor at the following rates:
 - a. Mark Podrazik, Project Director: \$240/hour, considered Key Personnel
 - b. C. Weller, Lead SAS Programmer: \$220/hour, considered Key Personnel
 - c. S. Abele, D. Leavitt, D. Saxe, K. Suter, Senior Consultants: \$220/hour
 - d. J. Eng, J. Maedke, R. Sandhaus, SAS Programmers: \$200/hour
2. Requirements for Travel and Expenditure Reimbursement
 - a. This agreement requires that Contractor attain prior approval for all travel from the State Authorized Representative in this agreement.
 - b. Payments and/or reimbursement for meals, lodging, airfare, training/registration and other expenses shall only be issued after all supporting documentation and receipts are received and accepted by the State. Invoices with such expenses shall be accompanied by a Travel and Expense Form (Appendix I: Required Forms of the base agreement).
 - c. All travel mileage and associated travel expenses shall not exceed the State approved mileage and per diem rates at the time at which the expense occurred. The contractor/grantee is responsible for submitting invoices in compliance with the current per diem and mileage rates, which change periodically.

As of January 1, 2016, these rates are as follows:

- i. Mileage reimbursement = \$.54/mile
- ii. In-State Meals, Breakfast = \$5.00, Lunch = \$6.00, Dinner = \$12.85
- iii. Out-of State Meals, Breakfast = \$6.25, Lunch = \$7.25, Dinner = \$18.50
Current rates can be found at:

<http://humanresources.vermont.gov/compensation/expense-reimbursement>

- iv. This agreement requires that you submit to your Contract Administrator a copy of your Travel Policies no later than 30 days after contract execution.
- d. Travel expenses will be reimbursed up to the amount of \$13,600.

3. Contractor bills monthly for work done each month, there are no monthly minimums or maximums. If Contractor does not perform work in a given month, the State shall not be charged.
4. No benefits or insurance will be reimbursed by the State.
5. All invoices shall reference this contract number, include accurate date of submission, invoice number, amount billed for each deliverable and total amount billed. Invoices should be submitted electronically to:

Susan Whitney, Contracts and Grants Administrator
Department of Vermont Health Access
Susan.Whitney@Vermont.gov

6. The total maximum amount payable under this contract shall not exceed \$1,020,130.00 based on the following budget on Page 11.

Estimated Budget

Staffing Category	Project Director	Senior Consultant	Lead SAS Programmer	SAS Programmer	TOTAL
Proposed Staff	M.Podrazik	S.Abele, D.Leavitt, D.Saxe, K.Suter	C.Weller	J.Eng, J.Meadke, R.Sandhaus	
Hourly Rate	\$240.00	\$220.00	\$220.00	\$200.00	
Total Hours	524	740	168	566	1,998
Total Cost for Labor	\$125,760	\$162,800	\$36,960	\$113,200	\$438,720

Breakdown of Hours/Labor Costs by Task

Pct of Total

1	Hospital Rate Setting	132	112	64	68	376	
	Inpatient Rebase	84	88	0	68		
	Outpatient Update	48	24	64	0		
		\$31,680	\$24,640	\$14,080	\$13,600	\$84,000	19.2%
2	Non-Institutional Rate Setting	56	110	0	256	422	
	Professional Fee Schedule (RBRVS) Update	28	30	0	84		
	Other Fee Schedule Updates	28	80	0	172		
		\$13,440	\$24,200	\$0	\$51,200	\$88,840	20.2%
3	FQHC/RHC Prospective Payment System	72	208	32	0	312	
		\$17,280	\$45,760	\$7,040	\$0	\$70,080	16.0%
4	Home Health Prospective Payment System	60	190	40	24	314	
		\$14,400	\$41,800	\$8,800	\$4,800	\$69,800	15.9%
5	Development and Implementation of Value-based Initiatives	40	24	0	120	184	
		\$9,600	\$5,280	\$0	\$24,000	\$38,880	8.9%
6	Disproportionate Share Hospital Payments	52	12	0	0	64	
		\$12,480	\$2,640	\$0	\$0	\$15,120	3.5%
7	Graduate Medical Education Review	28	4	0	0	32	
		\$6,720	\$880	\$0	\$0	\$7,600	1.7%
8	Budget Initiatives and Legislative Rate Changes	36	20	32	98	186	
		\$8,640	\$4,400	\$7,040	\$19,600	\$39,680	9.0%
9	Education and Information	48	60	0	0	108	
		\$11,520	\$13,200	\$0	\$0	\$24,720	5.6%

TOTAL LABOR COSTS	\$438,720
TOTAL EXPENSES	\$13,600
trips (16 person total)	
TOTAL	\$452,320

**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.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of **\$1,000,000** per occurrence, and **\$1,000,000** aggregate.

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)

AHS -State of Vermont – Attachment C_3-1-2015_rev

Appendix I

Department of Vermont Health Access
Request for Approval to Subcontract

Date of Request: _____

Original Contractor/Grantee Name: _____	Contract/Grant #: _____
Address: _____	
Phone Number: _____	
Contact Person: _____	
Agreement #: _____	Signature: _____

Subcontractor Name: _____
Address: _____
Phone Number: _____
Contact Person: _____
Scope of
Subcontracted Services: _____

Is any portion of the work being outsourced outside of the United States? YES NO
(Note to Business Office: If Yes, do not proceed further with approval until reviewed with Finance & Mgmt)

Dollar Amount of
Subcontracted Services: \$ _____
Date Range for Subcontracted
Services: Start: End: _____

DVHA Contact Person: _____	Signature: _____
Phone Number: _____	

Business Office Review

Comments: _____

Approval: _____ **Title:** _____ **Date:** _____

Required: Contractor cannot subcontract until they receive this signed approval from the State of Vermont.