

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Maurine Gilbert (hereafter called the "Contractor") that the contract on the subject of providing Expansion and Quality Improvement Facilitator services, effective August 1, 2014, is hereby amended effective July 31, 2016, as follows:

1. By deleting Section 3 (Maximum Amount) on page 1 of 23 of the amendment #1, and substituting in lieu thereof the following Section 3:

2. 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 **\$269,700.00**.

Work performed between August 1, 2016 (retroactive date) and the signing or execution of this agreement that is in conformity with Attachment A may be billed under this agreement.

Contractor agrees that in exchange for the consideration of the option to bill for services performed, all terms and conditions described in this agreement shall apply to any and all services performed for or on behalf of the State. Contractor agrees that by submitting invoices, bills, or otherwise seeking compensation for services performed prior to the finalization of this agreement or signing of this agreement, contractor is agreeing to the application of all terms of this contract to that period and to that work. Contractor further agrees to defend, indemnify, and hold the State harmless for any claim, dispute, non-contractual cost or charge, or any liability whatsoever, whether in law, equity, or otherwise, which arises from or is connected to the work performed prior to the execution of this agreement. Contractor further agrees that these terms apply regardless of whether the work is accepted by the State, and regardless of whether payment is issued by the State to the Contractor for the work in question.

3. By deleting Section 4 (Contract Term) on page 1 of 23 of the amendment #1, and substituting in lieu thereof the following Section 4:

4. Contract Term. The period of Contractor's performance shall begin on August 1, 2014 and end on July 31, 2017.

4. By deleting Section 8 (Contact Person for this Award) 1 of 23 of the amendment #1, and substituting in lieu thereof the following Section 8:

Contact Persons for this Award:

	<u>State Fiscal Manager</u>	<u>Program Manager</u>	<u>For the Contractor</u>
Name:	Natalie Elvidge	Beth Tanzman	Maurine Gilbert
Phone#:	802-241-0369	802-241-0264	802-488-0688
E-mail:	Natalie.Elvidge@vermont.gov	Beth.Tanzman@vermont.gov	gilbert4@gmail.com

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
Name	Office of General Counsel	Maurine Gilbert
Address	NOB 1 South, 280 State Drive Waterbury, VT 05671-1010	70 So. Winooski Avenue. #109 Burlington VT 05401
Email	Howard.Pallotta@vermont.gov	gilbert4@gmail.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 DVHA official State Program Manager is primarily responsible for the review of invoices presented by the Contractor.

5. By deleting Attachment A (Scope of Work to be Performed) on page 1 of 23 of the amendment #1, and substituting in lieu thereof the following Attachment A:

ATTACHMENT A SCOPE OF WORK TO BE PERFORMED

A. Overview

The Contractor will serve as a Community Facilitator to evaluate community health networks in each Blueprint Health Service Area (HSA) using network analysis tools and methods approved by the State. The Contractor will work with the Blueprint and other contractors to correlate network data with health outcomes data and other available datasets as assigned for the purpose of evaluating the impact of cross-disciplinary, multi-sector community collaboration on individual and population health.

Additionally, by presenting data and facilitating dialogue and planning sessions in the HSAs, the Contractor will encourage community understanding, interpretation, and use of Blueprint-related data from a range of sources, including, but not limited to, the all-payer claims database (VHCURES), clinical data reports, such as from the statewide clinical registry, Vermont Health Information Exchange (VHIE), or practice-level Electronic Health Records (EHRs), and HSA profiles. In addition, the Contractor will present data and facilitate dialogue in planning sessions to support the development of health and human services networks towards accountable care systems.

The Contractor will be available to work with practice facilitators to help individual patient-centered medical homes (PCMHs) and specialty medical practices understand the implications of the data for their practice and patients and to help plan for closer, more effective, more efficient

collaboration with other health, social services, and community resources. The Contractor will participate in Blueprint staff, field team, and project meetings. The Contractor will produce written reports, briefs, case studies, and legislative updates as requested. The Contractor will assist with the development of the Blueprint annual report and enhancement of the Blueprint website.

B. Tasks and Deliverables

Task 1: Network Analysis

The Contractor will collect and analyze data, develop networks maps, and prepare a longitudinal report of the results using the Blueprint network analysis completed in 2013. A file of the 2013 network data will be provided to the Contractor by the State. The Contractor will produce a statewide report that will include descriptions of the connections between organizations within each HSA, as well as key findings (such as observed strengths, challenges, and opportunities for improvements) from across the state. A series of HSA-specific reports that summarizes statewide findings as well as lessons learned about specific HSAs will be required. The work will include:

- Updating the 2013 network analysis methodology
- Administering network analysis survey in all HSAs
- Merging 2013/2014 and 2014/2015 network analysis results for longitudinal study where applicable
- Analyzing network analysis results using best practice methodology
- Advancing the network analysis to address new questions with new analyses, for instance:
 - Compare centrality of Health Care organizations versus Social Services organizations
 - Describe relationship of PCMHs to CHTs to community overall in network terms
 - Isolate sub-networks based on population served (youth, elders, homeless, etc.) and compare and contrast those network structures
- Report on network analysis findings

Reporting Deliverables

1. Updated survey instrument
2. List of potential respondents for each HSA
3. Report on data collection and survey participation (response rates)
4. Reports for each HSA (14) of the network analysis results in a format designated by the State
5. Report of the Network analysis results for the State in a format designated by the State

Task 2: Data Analytics

The Contractor will work with the State and its applicable Contractors to provide the network analysis data to be merged with other existing clinical and claims data sets, which includes preparation and provisions of a data file using the specifications agreed upon by the State. During

and following the merger of the data, the Contractor will meet with the State and its data analytics contractors to determine best-practice methods for merging the data and subsequent data analysis techniques that will be applied to the merged data set. The work will include:

- Working with data analytics contractors of the State to link network data to other datasets
- Researching best practice methods for correlating network data with health outcomes measures
- Working with data analytics contractors to correlate data as prescribed by best practices

Reporting Deliverables

1. File of all network analysis data in a format designated by the State
2. Weekly phone calls with analytics contractors of the State
3. Up to twice weekly meeting with Blueprint “Data and Methods Team”
4. White papers describing methods for merging and analyzing data
5. Data file with appended charts and graphs of key findings from correlation with outcomes data

Task 3: Reporting and Community Facilitation

The Contractor will be available to present network analysis and other data reported by the Blueprint to relevant groups, including, but not limited to, local HSA stakeholders, Blueprint Executive and Expansion Design and Evaluation Committees, and Blueprint Project Managers. The Contractor will work with these groups to interpret the data and make decisions based on the findings in the data. The methods used will include:

- Report Blueprint data to communities including network survey results, all payer, and other data such as HSA Profiles
- Work with community groups to interpret findings and identify opportunities
- Facilitate community dialogue/planning about how to address findings and identified opportunities for improvement. Co-facilitation may be required with Blueprint Staff or Project managers as determined by the State
- Work with interested HSA to interpret community data and develop a work plan based on identified issues
- Monitor work plans

Reporting Deliverables

1. Agendas from community meetings in each HSA
2. Work plans for between 10 and 14 communities based on willingness and need of local organizations

Task 4: Facilitating Data Use in Practices and Organizations

The Contractor will be available to present network analysis and other data reported by the Blueprint to the practice facilitators, PCMHs, and specialty practices. The Contractor will work with these groups to interpret and make decisions based on the findings in the data. The methods used will include:

- Work with facilitators to help interpret Blueprint data including practice profiles, HSA profiles, network analysis, and other relevant data. Work with facilitators to identify opportunities in these findings for the practices and organizations they serve.
- Co-facilitate with practice facilitators' dialogue in practices about opportunities for addressing the findings in the data. The number of practices in which the Contractor will co-facilitate dialogue will be based on the needs of the practices and discussion between the State and the Contractor.
- Collaborate in the development of new tools for disseminating health and socioeconomic status data and social services outcomes data

Reporting Deliverables

1. Agendas from meetings (up to 3) with facilitator group
2. Agendas from practice meetings
3. Practice Plan-Do-Study-Act (PDSA) worksheets

Task 5: General Blueprint Data and Activity Reporting, Information Support, and Ad Hoc.

The Contractor will participate in the Blueprint's Analytic and Expansion Design and Evaluation Workgroups, attend applicable Multi-Payer Advanced Primary Care Practice (MAPCP) demonstration meetings and Multi-State Learning Health System Collaborative meetings, and engage in other relevant activities related to the network analysis and facilitation of utilization of the Blueprint data at the request of the State.

Reporting Deliverables

- Submission to the State for use in the Blueprint Annual Report to the Legislature:
 - network analysis report
 - report on community facilitation activities
- Weekly Blueprint administrative reports.
- Weekly review and summary of external evaluations, reports, and media content related to the Blueprint or related healthcare reform efforts.
- Literature reviews as requested.
- Blueprint website design, website content development, website account management, search-engine optimization, and website analytics.
- Training Blueprint staff and Blueprint partners in web-based and mobile communications systems (e.g., web content-management systems, project management sites, etc.).

- Blueprint project summaries and dashboard reports for key stakeholders and partners, as requested.
- Presentations for Blueprint-related meetings and conferences.
- Information support and active participation in Blueprint planning and coordination meetings.
- Other Reports as assigned by the State

Task 6: Technical Support

The Contractor will provide technical support for development of presentations, reports and information sharing templates including data utilization, programming/ coding, graphic design and layout.

Reporting Deliverables

- Presentation and report templates
- Data Visualization templates

C. Contract Milestones:

Contractor will consult with the State when selecting milestone projects to ensure alignment with State priorities.

August 1, 2014 through July 31, 2016		
1.	Task 1: Submission of updated survey instrument and lists of potential respondents for each HSA.	\$1,500
2.	Task 1: Submission of report on data collection and survey participation.	\$1,500
3.	Tasks 1 & 2: Submission of data files, all HSA-level reports, State report for community network analysis.	\$1,500
4.	Task 3: Submission of presentations developed for communities, including 12 or more HSAs.	\$1,500

5.	Task 5: Launch of a new Blueprint-for-Health website on an improved content-management platform, with updated content and an updated navigation system, and launch of a Basecamp online project-management site for managing ongoing site updates.	\$2,000
6.	Tasks 3 & 4: Submission of community work plans and practice work plans and/or PDSAs developed based on Blueprint data (network-related or other Blueprint data).	\$200 per plan up to \$2,000
7.	Task 5: Submission of a written Blueprint information-support and reporting plan for SFY 2016, addressing: information infrastructure; key Blueprint information consumers; reporting and feedback-gathering mechanisms, schedules, and deliverables; and an information tracking plan.	\$1,500
8.	Task 3: Submission of a written evaluative report on the development of Unified Community Collaboratives (UCCs) throughout Vermont, with recommendations.	\$1,500
9.	Task 5: Presentation of original data (network or otherwise) at a major Blueprint-related conference in SFY 2016.	\$1,500
10.	Task 5: Submission of a written summary of Blueprint activities and outcomes, or of an external evaluation of the Blueprint.	\$1,000
11.	Task 5: Submission of all remaining data files and work-products/deliverables generated under the contract in July, 2016.	\$500

August 1, 2017 through July 31, 2018		
12.	Task 4: Submission of new or updated health and socioeconomic status and/or health and social service outcome data report template and/or example reports	\$1,000
13.	Task 5: Submission of Blueprint for Health Annual Report	\$1,500
14.	Task 3: Submission of report providing additional data points on Community Collaborative development progress	\$1,500
15.	Task 3: Submission of report providing additional data points on Community Collaborative development progress, made to statewide stakeholder group	\$1,000
16.	Task 5: Submission of case study report on community health and social service network collaboration to address a population health challenge	\$1,000
17.	Task 5: Submission of refreshed and expanded Blueprint for Health website content, building upon the structure developed in FY15, to include description of the progress of the Hub & Spoke initiative and the new Women’s Health Initiative	\$3,000

6. By deleting Attachment B (Payment Provisions) on page 7 of 23 of the amendment #1, and substituting in lieu thereof the following Attachment B:

**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, and 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. The Contractor shall submit invoices, using the forms in Appendix I, with a current date of submission, invoice number, and contract number on or by the 15th of each month for the prior month's expenses for work outlined in Attachment A. Invoices shall include the actual expenses, hours worked, and travel incurred for each Task. Hours worked for each Task shall be reported explicitly on the invoice form of Appendix I, under "Description of Deliverables/Work Performed".

Facilitation

- a. For work completed in the period August 1, 2014 through July 31, 2015, the Contractor shall invoice the State \$6,100 per month for facilitation based on reporting requirements outlined in the scope of work.
- b. For work completed in the period August 1, 2015 through July 31, 2016, the Contractor shall invoice the State at the hourly rate of \$38.12, up to a maximum of \$6,100 for each month, for facilitation based on reporting requirements outlined in the scope of work.
- c. For work completed in the period August 1, 2016 through July 31, 2017, the Contractor shall invoice the State monthly, at the hourly rate of \$38.12, not to exceed \$6,100 for facilitation based on reporting requirements outlined in the scope of work.
- d. For work completed in the period August 1, 2016 through July 31, 2017, the Contractor may invoice up to \$3,480 for template design services (Task 6).

Milestones

The Contractor will consult with the State when selecting milestone projects to ensure alignment with State priorities. Upon the State's acceptance of the milestones listed in the Contract timeline in Attachment A, the Contractor may invoice the State for the corresponding milestone payments:

- a. not to exceed a total of \$8,000 for the period August 1, 2014 through July 31, 2015
- b. not to exceed a total of \$7,500 for the period August 1, 2015 through June 30, 2016
- c. not to exceed a total of \$500 for the period July 1, 2016 through July 31, 2016
- d. not to exceed a total of \$7,500 for the period August 1, 2016 through June 30, 2017
- e. not to exceed a total of \$500 for the period July 1, 2017 through July 31, 2017

Travel and Training

The budget for travel and training is set at a maximum of:

- f. not to exceed a total of \$8,700 for the period August 1, 2014 through July 31, 2015
- g. not to exceed a total of \$7,975 for the period August 1, 2015 through June 30, 2016
- h. not to exceed a total of \$725 for the period July 1, 2016 through July 31, 2016
- i. not to exceed a total of \$4,865 for the period August 1, 2016 through June 30, 2017
- j. not to exceed a total of \$435 for the period July 1, 2017 through July 31, 2017

The State will be billed the actual documented cost of each trip. Reasonable expenses for State-approved travel will be reimbursed on an as-incurred basis at the State required per diem rates and limits as outlined in Bulletin 3.4. The Contractor will not be reimbursed for other expenses, including supplies, benefits, or insurance.

- 2. Monthly program reports will outline progress toward completing deliverables as noted in Attachment A, as well as the work planned for the next month. Contractor will be paid only after a monthly progress report is received and accepted by the State. The monthly report will be in sufficient detail as to document progress toward and/or achievement of deliverables described in Attachment A.
- 3. Monthly invoices (Appendix I) must include dates of service, hours worked, a unique invoice number and should reference this contract number. Invoices shall be accompanied by a completed Financial Reporting Form (Appendix I). All reports and invoices related to this contract should be submitted in electronic format to:

Natalie Elvidge
Natalie.Elvidge@vermont.gov

Beth Tanzman
Beth.Tanzman@vermont.gov

- 4. All work products (deliverables) are subject to review and approval by the State before being accepted. Each work product will be evaluated based on any and all descriptions listed within Attachment A, as well as all direction and input discussed and agreed upon between the State and the Contractor during the term of this Agreement as it aligns with the specifications of work. Any work product deemed unacceptable by the State will be subject to revision by the Contractor based upon a remediation plan that the State and the Contractor will develop. Payment will be contingent upon and made after the State has accepted each work product and any stipulations listed above.
- 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 outlined in Attachment A.
- 6. Hours will be divided relatively equally throughout the months of the contract period as directed by the Blueprint Executive Director or his designee.
- 7. Payments for the period of August 1, 2014 to July 31, 2015 shall not exceed **\$89,900.00**.

Payments for the period of August 1, 2015 to June 30, 2016 shall not exceed **\$82,575.00**.

Payments for the period of July 1, 2016 to July 31, 2016 shall not exceed **\$7,325.00**.

Payments for the period of August 1, 2016 to June 30, 2017 shall not exceed **\$83,865.00**.

Payments for the period of July 1, 2017 to July 31, 2017 shall not exceed **\$7,035.00**

Budget

Contract Period August 1, 2014 to July 31, 2015

Facilitation	\$73,200
Milestones	\$8,000
Training and Travel	\$8,700
	\$89,900.00

Budget

Contract Period August 1, 2015 to June 30, 2016

Facilitation	\$67,100
Milestones	\$7,500
Training and Travel	\$7,975
	\$82,575.00

Budget

Contract Period July 1, 2016 to July 31, 2016

Facilitation	\$6,100
Milestones	\$500
Training and Travel	\$725
	\$7,325.00

Budget

Contract Period August 1, 2016 to June 30, 2017

Facilitation	\$70,500
Milestones	\$7,500
Training and Travel	\$4,865
	\$82,865.00

Budget

Contract Period July 1, 2017 to July 31, 2017

Facilitation	\$6,100
Milestones	\$500
Training and Travel	\$435
	\$7,035.00

7. By deleting Attachment C (Standard State Provisions) on page 11 of 23 of amendment #1, and substituting in lieu thereof the following Attachment C, beginning on page 13 of this agreement:
8. By deleting the Subcontractor Approval Form on page 27 of 28 of the base agreement, and substituting in lieu thereof the following Subcontractor Compliance Form:

This amendment consists of 21 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#27048) dated August 1, 2014 shall remain unchanged and in full force and effect.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR
MAURINE GILBERT

STEVEN COSTANTINO, COMMISSIONER
Department of Vermont Health Access (DVHA)
NOB 1 South, 280 State Drive
Waterbury, VT 05671
Email: Steven.Costantino@vermont.gov
AHS/DVHA

MAURINE GILBERT
70 So. Winooski Avenue. #109
Burlington VT 05401
Phone: 802-488-0688
Email: gilbert4@gmail.com
CONTRACTOR

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED JULY 1, 2016**

1. 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. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. 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.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

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: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. 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. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any

such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

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 in connection with the performance of this Agreement.

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 or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

8. 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. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, 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 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

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. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. 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.

- B. Internal Controls:** In the case that this Agreement is a Grant 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).
- C. Mandatory Disclosures:** In the case that this Agreement is a Grant 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.

13. 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.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.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.

15. 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.

16. 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.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only 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.

19. 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 shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

20. No Gifts or Gratuities: Party shall not give title or possession of anything 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.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. 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>

23. 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.

24. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

25. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

26. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

27. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- A. Non-Appropriation:** 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.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

C. No Implied Waiver of Remedies: A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

29. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

30. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

31. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

32. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

(Revised 7/1/16 - End of Standard Provisions)

**ATTACHMENT D
MODIFICATION OF CUSTOMARY PROVISIONS
OF
ATTACHMENT C OR ATTACHMENT F**

1. The insurance requirements contained in Attachment C, Section 8 are hereby modified:

Notwithstanding Section 8 of Attachment C, the following is hereby added to the 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 policy aggregate.

2. Requirements of other Sections in Attachment C are hereby modified:

3. Requirements of Sections in Attachment F are hereby modified:

4. Reasons for Modifications:

Professional Liability was omitted from the revised Attachment C (7/1/16) and is required under this contract. This is the same coverage required under the base agreement.

APPROVAL:

ASSISTANT ATTORNEY GENERAL

DATE: _____

