

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Wakely Consulting Group, Inc., (hereafter called the "Contractor") that the contract on the subject of assisting with the second year of planning, designing, and developing Vermont's Health Benefits Exchange effective February 10, 2012, is hereby amended effective July 1, 2012 as follows:

- 1. By deleting on page 1 of 36, Section 3 (Maximum Amount) and substituting in lieu thereof the following Section 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 \$4,883,685.14

- 2. By deleting on page 20, Section 4 (Ad Hoc Tasks) and substituting in lieu thereof the following Section 4:**

During the course of this contract, the State and Contractor may identify additional tasks needed to be performed. The State is allowing for up to 1100 hours in addition to those needed for the tasks described earlier in the statement of work. Upon identifying such a task, the Contractor will submit a written scope of work, including the cost of such work, and a timeline for completion. The State must approve the scope of work before Contractor may proceed with the task. Work under this section may not exceed the dollar amount specified in Attachment B, Payment Provisions. The contract may be amended as needed by written agreement.

Budget: 1100 hours at an estimated average hourly rate of \$275 = \$302,500

- 3. By deleting on page 4 of Amendment #1, Section 8 Subject Matter Expertise and substituting in lieu thereof the following:**

Section 8: Subject Matter Expertise

The Contractor shall provide a sub-contractor with subject matter expertise on exchange business requirements for Section 5, Section 6, Section 7, Section 10 and Section 11.

Deliverables:

1. The Contractor will provide subject matter expertise (SME) to sub-contractor on Section 5, Section 6 and Section 7, Section 10 and Section 11 as needed. SME assistance will not exceed 250 hours.

- 4. By deleting on page 19 the section entitled Project Management and substituting in lieu thereof the following:**

Project Management

Contractor will be providing overall project management including but not limited to the following tasks:

- Participation in regularly scheduled meetings to provide updates to the State regarding overall project status.

- Written high-level summary reports indicating progress of overall project.
- Continuous review and assessment of goals, timelines, deliverables, and milestones across projects.
- Identification, communication, and management of any potential risks or scope creep.
- Coordination of work of subcontractors working with Contractor, including quality control of reports and meeting coordination.
- Coordination with reports and work performed by other consultants hired by the State that could be leveraged with work performed by Contractor and its subcontractors.
- Prepare reports at the request of the State regarding work plan, timelines, and/or budget.
- Assist state with any scheduling or communication needs related to the project.

Budget:

Maximum of 20 hrs/week at a blended rate of \$232/hr for the period starting on February 10, 2012 and ending on June 30, 2012 up to a maximum amount of \$55,680.00.

Maximum of 120 hrs/month at a blended rate of \$232/hr for the period starting on July 1, 2012 and ending on November 15, 2012 up to a maximum amount of \$139,200.00. Payment will be made on an as-incurred basis up to the maximum amounts herein.

5. By adding to Attachment A Specification of Work to be Performed, beginning on page 20, the following:

Section 10: Target Operating Model Workshop Assistance

The Contractor will facilitate a series of workshops with senior State leadership as determined by the Deputy Commissioner of the Exchange to help executive level visioning related to the options for the State's Health Benefit Exchange operating model. The operating model will focus on the various client groups in Vermont that will be affected by the implementation of the Exchange.

The Contractor will:

- Task One: Develop outlines and participant preparatory materials to address the overarching objectives outlined below in a series of facilitated workshops in a grouping or order as specified by the State. The general objectives include:
 - Identify business process opportunities towards improving the consumer/client experience and reducing combined program delivery costs.
 - Understand the potential ramifications of such improvement efforts on existing programs and Exchange IT projects and solutions.
 - Facilitate stakeholder clarity and gain consensus around the opportunity to exploit shared investment in program integration and new Exchange IT solutions including leveraging experience gained through working with other states.

- Uncover and consider business process rationalization opportunities among existing programs, the Exchange, and Health Insurance Regulation.
- Facilitate discussion on an “integrated business process vision” statement for the Exchange, including for Individuals, Employers and Employees, Issuers.
- Task Two: Facilitate a series of workshops with State attendees, including State Project Managers to help identify and outline options for the State’s future exchange target operating model and the concept of operations. A minimum of four distinct workshops will be delivered. Three of the four workshops will be up to 4 hours in duration and the fourth, validation session, up to 3 hours. Additional workshop sessions if needed shall be compensated at a comparable rate and documented in the Project Work Plan.
- Task Three: Draft summaries of each workshop event documenting each session’s accomplishments, and potential discussion points/actions for future sessions. Summaries will serve as documentation of the decisions made during these sessions.
- Task Four: Document operational approaches discussed and decisions made during these executive sessions to provide input to populate the State’s Concept of Operations. This federally mandated document will describe the present situation that has required the development of an integration solution, outline the current operational context, provide justification for the project, discuss the proposed IT solution, and identify high-level requirements as well as potential impacts. We will augment the information gained during the workshops via supplemental interviews and state document review to support the CONOPS development.
- Task Five: Conduct a follow-up review session with the Exchange Director and selected staff to collectively review the outputs of the previous 4 workshop sessions and solicit input on the priorities for the documentation of business requirements. This event will serve to provide input to the project plan deliverable discussed below.

Deliverables

- A workshop discussion presentation (MS Powerpoint deck) including session agenda, objectives, discussion points, supporting graphics etc, for each workshop session.
- An event summary for each workshop documenting the session’s accomplishments, potential discussion points for future sessions, etc
- A preliminary Concept of Operations document outlining Vermont’s views to address the implementation of the Exchange.
- A brief project plan in a format approved by the State outlining a prioritized schedule of Exchange business focus areas evolving from the aforementioned executive leadership workshop delivery. This schedule will serve to help prioritize the sequence of the Contractor’s Business Requirements Definition effort outlined below in Section 11.

Section 10: Target Operating Model Workshop Assistance		
Deliverable	Due Date	Sub-Project Budget Allocation
Workshop Package: <ul style="list-style-type: none"> • Workshop discussion presentation (MS Powerpoint Deck) • Workshop facilitation • Workshop Event Summary (for each workshop) 	Workshop #1 Workshop #2 Workshop #3 Workshop #4 Workshop event summary due two business days following each workshop iteration	Each workshop package 20% as delivered
Requirements Priority Project Work Plan	Seven working days following review session delivery.	10%
Concept of Operations Document	Draft 7 working days following final workshop; final 7 days after state review	10%

Section 11: Business Requirements Development (BRD)

The Contractor will build on select current State business processes to assist in development of business requirements to have business requirements available for at least two functional areas when the State brings on a solution integrator to perform solution design and implementation. The State anticipates having its solution integrator in place by September 2012. Based on experience with other exchange projects, the Contractor will leverage requirements defined by other states including, as practical, those of early innovator states, including the New England States Collaborative for Insurance Exchange Systems (NESCIES). To manage the level of business process detail, the Contractor will employ the Sparx Enterprise Architect (EA) Computer Assisted Systems Engineering (CASE) tool. The Contractor will coordinate with the State to assure that software is compatible with existing State software. To help enable Vermont to leverage the work of early innovator states, the contractor will develop requirements aligned with CMS guidance provided in the Medicaid Information Technology Architecture (MITA) and the Exchange Reference Architecture (ERA). It is understood by the Contractor and the State that team mobilization activity may overlap with the delivery of Section 10: Target Operating Model Workshop Assistance discussed above.

The Contractor will:

- Task One: Assemble and mobilize a Vermont requirements delivery team of business and IT analysts and architects to:
 - Begin preparatory activities in support of this task, working in collaboration with State of Vermont staff.
 - Provide an orientation of the work performed to date;

- Review existing baseline requirements documentation assembled from other states including early innovator states and those states in the NESCIES consortium, and
- Review relevant federal guidance (e.g., *Center for Medicaid & Medicare Services, Exchange Reference Architecture: Foundation Guidance* (March 2011)).
- Task Two: Document business requirements to support potential early releases of Health Benefit Exchange functions by performing the following tasks for the prioritized areas identified in the project plan developed at the conclusion of Section 10. Functional areas will include:
 - Plan Management
 - Anonymous Browsing / Comparison Shopping
 - Eligibility (SHOP only)
 - Enrollment
 - Small Business Online Capabilities
 - Individual Online Capabilities and Decision Support Tools
 - Financial Management
 - Premium Tax Credit and Cost Sharing
 - Premium Billing (limited to processes necessary for State to share required information with a 3rd party which would perform billing and collection)
 - Customer Service (Call Center)
- Task Three: Develop and document business requirements for each functional area:
 - Perform data-gathering to obtain the necessary source information to support the requirements documentation effort. Data-gathering may take multiple forms such as document reviews, individual or group interviews, and joint working sessions/work groups of state and Contractor professionals;
 - Develop and document Exchange business service requirements and business use cases in alignment and support of these requirements;
 - Develop and document Exchange business process requirements and supporting business workflow diagrams based on the documented process requirements, and
 - Assemble the outputs into a Business Requirements Definition (BRD) Document for each areas of focus.

The State may request development of Software Requirements Specifications (SRS) documentation for a portion of the Business Requirement Document areas. At the request of the State, the Contractor will develop up to three SRSs for the aforementioned BRDs by performing the following:

- Task Four: Update the project plan produced at the end of Section 10 and identify those areas for which a System Requirements Specifications (SRS) document is requested. This

updated project plan will include a schedule for delivery of the required SRS documentation. If applicable, the plan may also include an updated schedule for delivery of the pending BRD documentation as well as that for the required SRS documentation.

- Task Five: If necessary and at the direction of the State, the Contractor will develop System Requirements Specifications (SRS) Document based upon the BRD content and the target Vermont reference architecture by:
 - Identifying business requirements and system use case candidates from Business Requirements and prioritizing them for elaboration;
 - Elaborating system use cases to align with the automation scope of the Vermont HBE solution, and
 - Packaging the resulting automation uses cases as System Requirements Specifications (SRS) in the SRS Document for use by the Systems Integrator in technical design and release planning.

Deliverable	Due Date	Sub-Project Budget Allocation
BRD for each of the 10 sections listed	Per Project Plan	\$200,000 per BRD
SRS (as requested) and completion of all BRD's (approved by State)	Per Project Plan	\$336,040

6. By deleting on page 6 of Amendment #1, Section 5-9: Project Requirements in its entirety and substituting in lieu thereof the following:

Project Assumptions:

- The State will provide documents to the contractor within one business day of the contractor's request.
- Contractor requests for in-person or telephone interviews of state personnel will take place within 24 hours of request
- The State will work with the Contractor to provide a dedicated workspace for up to 10 contractor team members for the duration of this period of assistance. The Contractor will provide equipment and supplies including but not limited to, computers and computer accessories, and telecommunications devices for the team members.
- The State will provide comments and/or questions on the Contractor's work products within 48 hours after submission to the State project sponsor.

- The Contractor's work products under this Agreement are intended solely for use by the State. The Contractor does not provide any assurance that the work products are fit for any use by third parties.
- The State will develop a workshop schedule in conjunction with the Contractor for all parties to review and approve.
- The State will arrange for adequate meeting space to support the workshop schedule including audio/visual support as required.
- The State will perform coordination of the workshop schedule outlined above.
- The State will ensure the appropriate State personnel participate in the workshop sessions in order to ensure workshop objectives can be addressed.
- The State will ensure prompt feedback from designated reviewers on interim and final project work products. Given the compressed timeline of these tasks, comments and/or questions on work products are due 48 hours after submission.
- The Contractor will coordinate with State staff including Project Managers, as well as Contractors and Stakeholders as directed by the State's Deputy Commissioner of the Health Benefit Exchange.
- The Contractor will not act in the role of management.
- Upon execution of this amendment, the Contractor will provide a written Work Plan , including a timeline for deliverables.
- The State will provide skilled and knowledgeable personnel who are capable of reviewing, understanding and overseeing the Contractor's work.
- Due to the fluid nature of this project, it is understood by both Parties that specific content to be included in deliverables, is subject to change. Proposed changes in deliverable content shall be reviewed and approved by the State, reduced to writing and included in the Contractor's Work Plan with the State. Substantive changes that significantly change the scope of work will require a formal amendment to this contract. All proposed changes to this contract including changes in deliverable content shall be reviewed and approved by the Deputy Commissioner of the Exchange who shall make the determination as to whether a formal amendment is required.

7. By deleting, starting on page 21 of 36, Attachment B Payment Provisions and substituting in lieu thereof the following 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 services actually performed as outlined 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. Payment Schedule: Sections 1, 2, 3, 5, 6, 7, 9, 10 and 11.

Payment shall be issued to the Contractor on a fixed fee basis based on the submission and acceptance of each deliverable. Reasonable expenses for State approved travel will be reimbursed on an as-incurred basis at the state required per diems and limits as outlined in Bulletin 3.4 (http://aoa.vermont.gov/sites/aoa/files/pdf/AOA-Bulletin_3_4.pdf). The Contractor will not be reimbursed for other expenses, including supplies, benefits or insurance. The Contractor shall invoice the State upon submission of each final deliverable listed within the Deliverable Fee Schedule contained in this attachment.

2. Payment Schedule: Section IV - Ad Hoc Tasks

Upon the State's request the Contractor shall perform additional tasks in accordance with the scope of work as found necessary in achievement of the goals set out under the Level 1 Exchange Establishment Grant. Each additional task will be reduced to writing contained in a scope of work and submitted to the State for approval prior to commencement of any additional tasks. The approved scope of work must include a total cost not to be exceeded for each approved task area. The Contractor shall submit monthly invoices that include the number of hours worked by staff, as well as a description of the work performed.

The Contractor shall be reimbursed a single, blended rate of \$275 per hour, inclusive of all travel and other expenses. The Contractor will not be reimbursed for other expenses, including travel, supplies, benefits or insurance. A total of 1100 hours are authorized for performance of additional work, subject to approved scopes of work.

3. Payment Schedule Section 8 – Subject Matter Expertise

As needed, the Contractor shall provide a sub-contractor with subject matter expertise on exchange business requirements for Section 5, Section 6, and Section 7.

The Contractor shall be reimbursed at hourly rates of \$361/Managing Director; \$232/Sr Consultant and \$155/Analyst based on work performed by level of expertise. The budget is based on a blended rate of \$300 per hour, for subject matter expertise, not to exceed a total of 250 hours.

4. Failure to meet a performance measure/deliverable date due to fault by the Contractor, in sub-sections where specific deliverables and dates are defined and where the work is not on-going or "ad hoc", the deliverable payment shall result in a 10% deduction from the amount allowed for that specific performance measure/deliverable. Should the Contractor and the State prior to the date of delivery agree that such delay was the result of circumstances beyond the control of the Contractor this provision will be waived and reduced to writing for inclusion in the contract file.
5. Invoices shall be submitted on the Contractor's official letterhead, signed by an authorized representative of the Contractors organization, reference this contract's number and be submitted to:

Business Office, Contracting Unit
Department of Vermont Health Access
312 Hurricane Lane
Williston, VT 054953

6. Total maximum payable under this contract shall not exceed \$4,883,685.14

Fee Schedule	
Deliverable	Amount
Section 1: Exchange Operations/Business Functions	
Call Center	\$82,578.50
Financial Management	\$56,720.00
Program Integrity	\$61,206.00
Exchange Staffing	\$14,695.00
Exchange Evaluation	\$43,855.00
Level 2 Establishment Grant Application	\$279,511.00
	\$538,565.50
Section 2: SHOP/Individual & Employee Responsibility/Enrollment	
SHOP Exchange	\$128,670.00
Individual and Employer Responsibility Determinations	\$41,780.00
Enrollment in Qualified Health Plans	\$24,907.14
	\$195,357.14
Section 3: Health Insurance Market Reform	
Analysis of the Impact of the Exchange on the Commercial Insurance Market Outside the Exchange	\$60,500.00
Risk-Leveling Programs	\$57,143.00
Certification of Qualified Health Plans (QHPs)	\$46,060.00
Consumer Satisfaction Surveys	\$22,655.00
	\$186,358.00
QHP Plan Design	
Phase 2	\$63,368.00
Phase 3	\$147,859.00
Project Management	\$194,880.00
Assistance to GMMB Inc. on design of navigator program	\$75,000.00
	\$481,107.00
Section 4: Ad Hoc Tasks	
Up to 1100 hours at a blended rate of \$275 per hour	\$302,500.00
Section 5: Exchange Certification Requirements	
Crosswalk Matrix Template	\$13,014.75
Final Populated Matrix	\$39,044.25
	\$52,059.00
Section 6: Procurement Action Comparative Analysis	
Comparative Analysis Summary Report	\$20,790.00
Section 7: IT Gap Analysis	
Summary IT Gap Analysis Narrative	\$104,553.75
Final IT Gap Analysis Narrative	\$104,553.75
	\$209,107.50
Section 8: Subject Matter Expertise	
\$300 per hour blended rate, not to exceed 250 hours	\$75,000.00
Section 9: Large Group & Association Migration	

**STATE OF VERMONT
AMENDMENT TO PERSONAL SERVICES CONTRACT
WAKELY CONSULTING GROUP**

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CONTRACT # 21410
AMENDMENT #2**

Data request, \$300 per hour blended rate	\$4,000.00
Initial Findings, \$300 per hour blended rate	\$12,000.00
Large Group and Association Analysis Report, \$300 per hour blended rate	\$24,000.00
	\$40,000.00
Section 10: Target Operating Model Workshop Assistance	
Workshop #1	\$15,985.20
Workshop #2	\$15,985.20
Workshop #3	\$15,985.20
Workshop #4	\$15,985.20
Requirements Project Work Plan	\$7,992.60
Concept of Operations Final Draft	\$7,992.60
	\$79,926.00
Section 11: Business Requirements	
Plan Management BRD	\$200,000.00
Anonymous Browsing / Comparison Shopping BRD	\$200,000.00
Eligibility (SHOP only) BRD	\$200,000.00
Enrollment BRD	\$200,000.00
Small Business Online Capabilities BRD	\$200,000.00
Individual Online Capabilities & decision Support Tools BRD	\$200,000.00
Financial Management BRD	\$200,000.00
Premium Tax Credit & Cost Sharing BRD	\$200,000.00
Premium Billing BRD	\$200,000.00
Customer Service (Call Center) BRD	\$200,000.00
Completion of BRD's and SRS (as approved by State)	\$336,040.00
	\$2,336,040.00
Travel Allowance	
	\$366,875.00
Total	\$4,883,685.14

8. By replacing Attachment C Customary State Contract Provision (revised 1/11/11) beginning on page 25 of the base contract with Attachment C Customary State Contract Provision (revised 7/1/12) which is an attachment of this amendment beginning on page 11.

This amendment consists of 14 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, #21410 dated February 10, 2012 shall remain unchanged and in full force and effect.

**STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS**

**CONTRACTOR
WAKELY CONSULTING GROUP**

MARK LARSON, COMMISSIONER

DATE

PATRICK HOLLAND, MANAGING DIRECTOR

DATE

ATTACHMENT C
CUSTOMARY 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 appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement 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. The Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

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 coverage is 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 coverage 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 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 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 \$N/A per occurrence, and \$N/A 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, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at: <http://finance.vermont.gov/forms>

- 10. Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter 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. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.
- 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 his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

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.

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.