

### AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Onpoint Health Data, with a principal place of business at 254 Commercial Street, Suite 257, Portland, ME 04101 (hereafter called "Contractor") that the contract on the subject of personal services generally on the subject of data analysis and reporting regarding healthcare spending, healthcare utilization, healthcare quality measurement, and healthcare outcomes (healthcare analytic services) for the Blueprint for Health program (Blueprint), effective January 1, 2015, is hereby amended effective December 31, 2015, as follows:

**1. By deleting Section 3 (Maximum Amount) on page 1 of 49 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 Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$2,051,011.00.

**2. By deleting Section 4 (Contract Term) on page 1 of 49 of the base agreement, and substituting in lieu thereof the following Section 4:**

**4. Contract Term.** The period of Contractor's performance shall begin on January 1, 2015, and end on December 31, 2016. The State and the Contractor have the option of extending this contract for one (1) additional one-year terms, subject to the agreement of both parties.

**3. By deleting Section 8 (Contact Persons for this Award) on page 1 of 49, and substituting in lieu thereof the following Section 8:**

	<u>State Fiscal Manager</u>	<u>State Program Manager</u>	<u>For the Contractor</u>
Name:	Natalie Elvidge	Timothy Tremblay	James Harrison
Phone #:	802-879-7956	802- 654-8923	207-430-0682
E-mail:	natalie.elvidge@vermont.gov	timothy.tremblay@vermont.gov	jharrison@onpointhealthdata.org

### 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	James Harrison
Address	312 Hurricane Lane, Suite 201 Williston, VT 05495	254 Commercial Street, Suite 257 Portland, ME 04101
Email	<a href="mailto:Howard.Pallotta@vermont.gov">Howard.Pallotta@vermont.gov</a>	<a href="mailto:jharrison@onpointhealthdata.org">jharrison@onpointhealthdata.org</a>

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.

- 4. By deleting Attachment A (Specifications of Work To Be Performed) on page 3 of 49 of the base agreement, and substituting in lieu thereof the following Attachment A, beginning on page 3 of this agreement.**
- 5. By deleting Attachment B (Payment Provisions) on page 15 of 49 of the base agreement, and substituting in lieu thereof the following Attachment B, beginning on page 17 of this agreement.**
- 6. By deleting Attachment C (Customary Provisions for Contracts and Grants) on page 18 of 49 of the base agreement, and substituting in lieu thereof the following Attachment C, beginning on page 21 of this agreement.**

This amendment consists of 24 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract (#28076), dated December 31, 2014, shall remain unchanged and in full force and effect.

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

**CONTRACTOR  
ONPOINT HEALTH DATA**

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STEVEN COSTANTINO, COMMISSIONER  
312 Hurricane Lane, Suite 201  
Williston, VT 05495-2087  
Phone: 802-879-5901  
Email: Steven.Costantino@vermont.gov

DATE

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JAMES H. HARRISON, PRESIDENT/CEO  
ONPOINT HEALTH DATA  
254 COMMERCIAL STREET, SUITE 257  
PORTLAND, ME 04101  
PHONE: 207-430-0682  
EMAIL: JHARRISON@ONPOINTHEALTHDATA.ORG

DATE

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

**Glossary of Terms and Acronyms**

<b>Term/Acronym</b>	<b>Definition</b>
ACE	Adverse Childhood Experience
ACO	Accountable Care Organization
AHS	Agency of Human Services
APCD	All payer claims database (such as VHCURES)
Blueprint	Blueprint for Health, Vermont’s delivery system reform composed of advanced primary care practices supported by multi-disciplinary community health teams
CHT	Community Health Team
CMS	Centers for Medicare and Medicaid Services
DAIL	Department of Disabilities, Aging and Independent Living
DCF	Department of Children and Families
DMH	Department of Mental Health (DMH)
DOC	Department of Corrections
DOL	Department of Labor
DVHA	Department of Vermont Health Access
GMCB	Green Mountain Care Board
HEDIS	Healthcare Effectiveness Data and Information Set
HSA	Hospital Service Area
MAT	Medication Assisted Treatment
NCQA	National Committee for Quality Assurance
PCMH	Patient-centered Medical Home
PHI	Protected Health Information (as defined by federal law)
SASH	Support and Services at Home
VCCI	Vermont Chronic Care Initiative
VDH	Department of Health
VHCURES	Vermont Healthcare Claims Uniform Reporting & Evaluation System

**State Expectations and General Contractor Responsibilities**

1. In carrying out the duties of this contract, the Contractor shall comply with all applicable state and federal laws regarding the claims data and “Protected Health Information” as that term is defined by federal law.
2. The Contractor shall ensure that all development, analytics, and data storage under this contract is conducted within the United States. The Contractor shall ensure that any data obtained, generated or stored under this contract will not be physically located, moved, transmitted, or disclosed in any way outside of the United States of America.
3. The Contractor shall not sell the research, analyses, and reports generated under the terms of this contract. The Contractor shall include a citation for the Department of

- Vermont Health Access (DVHA), the Vermont Healthcare Claims Uniform Reporting & Evaluation System (VHCURES), and display the Blueprint for Health logo on the cover of all reports published under this contract, unless specifically directed to do otherwise by the Executive Director of the Blueprint or his/her designee(s).
4. To the extent allowed by federal and state laws, the VHCURES data shall be made available as a resource for the review of health care utilization, expenditures, and performance in Vermont. The State of Vermont shall own the data included in VHCURES and, per applicable state and federal law and any data use agreements in place with the Centers for Medicare and Medicaid Services (CMS) pertaining to Medicare or Medicaid data, the State of Vermont shall administer policies and procedures for the collection, management, analysis, reporting and release of VHCURES data.
  5. The Contractor's project staff shall be readily accessible by telephone and email to consult with State staff as needed on a timely basis, meaning within two business days.

As directed by the State, the Contractor shall do the following:

### **Task 1: Project Management**

The Contractor will provide project management for all services and activities outlined within the scope of work (Tasks 2 through 8) of this agreement with the goal of proactively and continuously assessing and managing priorities, budget, and timeline for all data analysis and reporting projects, including active and collaborative communications with the State as needed to identify risks and issues and to drive toward mutual decision points in a timely manner.

#### *Deliverable 1: Project Manager Assignment*

The Contractor shall assign a Project Manager, who is preferably the principal investigator or a research director, as the person who oversees the work required under this contract and is the primary point of contact for the State. The Contractor shall notify the State immediately if this position is reassigned and send the resume of the newly assigned Project Manager to the State within 3 business days of reassignment.

The State reserves the right to request assignment of an alternate Project Manager, such as if deliverables are not being met in a timely fashion or if the skill set of the assigned Project Manager does not meet the needs of the State. The Contractor agrees to accommodate this request within 10 business days.

#### *Deliverable 2: Plan of Operations*

As directed by State, the Contractor shall provide a detailed Plan of Operations by February 15, 2015. The Plan of Operations, upon approval by the State, shall guide the Contractor in its performance of services under this Agreement. It shall specify deliverables, key services and tasks, timeline and completion targets, and shall indicate how the Contractor is to allocate required staffing and resources for completing reports, analyses, and studies required under this Agreement. Written cost estimates for each deliverable specified in the Plan of Operations will be provided by the Contractor to the State, and must be approved by the State, prior to initiation of work on each deliverable. No reimbursement or other payment shall be provided for any work performed without prior State approval both of a cost estimate and of the item in the Plan of Operations associated with that cost estimate.

Each time a deliverable is updated, such as to include a new measure, drill-down, or dataset analysis at the request of the State, the Contractor will estimate the work effort, cost, and target delivery date associated with the task and communicate this information to the State in writing within five (5) business days of the request. The State must provide approval in writing prior to initiation of work on the task. The Contractor shall assign a number to each deliverable provided for tracking and versioning purposes and shall use this number in the naming convention for any files that make up the deliverable, such as Microsoft Excel® spreadsheets, Word documents, and so on.

As directed by the State, and subject to the State's approval, the Contractor shall modify the Plan of Operations in a process which takes into account the Contractor's accomplishments, analytical findings to date, State needs, and larger Vermont healthcare reform needs. Proposed modifications should be discussed at decision points pre-defined in the Plan of Operations or requested by the State via email or during weekly progress review calls. A modification shall not be effective without the State's written approval. For confirmation of each Plan modification, the Contractor will provide State with a written copy of the updated Plan of Operations within five (5) business days following the State's written approval of each modification.

The intent of this iterative, operational planning process will be to ensure that the analytical work conducted under this contract is coordinated with, and supportive of, the changing needs and developing measurement models of other key entities in Vermont's health reform efforts, such as the Green Mountain Care Board (GMCB), Accountable Care Organizations (ACOs), care management programs, and various quality improvement initiatives. For this reason, the Contractor will need to be flexible and responsive to the dynamic needs of the State and these other key entities in Vermont's health reform efforts, via updates to the Plan of Operations to include deliverable specifications.

The Plan of Operations is a tool for managing the work described in this Attachment A. It may clarify or expand upon an item included in the Scope of Work, but the Plan of Operations is not intended to supplement or otherwise amend it. The Plan of Operations shall not be used to change the maximum amount under this Agreement, not to add to the Scope of Work. Neither the Plan of Operations nor any modification to it may change the maximum amount payable under this contract, deviate from or add to the scope of this contract, or deviate from any term in any part or attachment to or of this contract. The Plan of Operations shall not be used in lieu of the contract amendment process where in the sole discretion and judgment of the State an amendment is appropriate. The parties recognize that the Plan of Operations process does not obviate the need for State or federal regulatory review of amendments to the scope, budget or maximum amount of this Agreement.

### *Deliverable 3: Quarterly Progress Reports*

The Contractor shall submit written Progress Reports keyed to the Plan of Operations on a quarterly basis and due by the 15<sup>th</sup> day of the month following the end of each calendar quarter. The Contractor shall report on performance measures as mutually agreed upon with the State, including, but not limited to, cost-effectiveness, timeliness, accuracy, depth of research, application of recognized methods, and specific efforts taken to make research, analyses, and reports clearly presented, accessible, meaningful, and useful to users. The Contractor shall identify challenges and actions being taken related to delays or inability to complete tasks per the Plan of Operations and/or shortfalls in performance and proposed remediation plans.

Additionally, the Contractor may include performance measures in the quarterly Progress Reports related to flexibility and extra effort applied towards accommodating unanticipated and/or time-sensitive requests by the State.

*Deliverable 4: Teleconference Meetings (Weekly and As Requested)*

On a weekly basis, or more frequently as requested by the State, the Contractor's Project Manager shall convene teleconferences at the Contractor's expense with State staff and other interested parties specified by the State as needed to discuss initiation and methods for new projects, review of progress on existing projects, budget status and need for project prioritization, if applicable, other concerns or issues, and next steps to solve problems and meet objectives for contract deliverables.

At least one (1) business day prior to the meeting, the Contractor's Project Manager shall send a meeting agenda via email to the State and to all teleconference attendees listed on the invite. Within one (1) business day after the meeting, the Contractor's Project Manager shall send meeting minutes, including next steps and assigned action items with due dates, via email to all teleconference invitees.

*Deliverable 5: In-person Meetings (Bi-annually)*

Every six months, beginning in the first month of the contract, the Project Manager shall meet in-person in Vermont with State and other parties identified by the State at a meeting convened by the State to consult, plan, review, and make presentations related to contract deliverables. The Contractor shall draft the agendas and meeting materials in electronic format for advance review and approval by the State and provide electronic and/or hardcopy packets of final materials as requested by the State. The Contractor shall provide all equipment needed for meetings, including computers, projectors, and associated hardware and software required for presenting materials.

*Deliverable 6: Delivery of Work Products for Review and Acceptance*

The Contractor shall deliver all written reports, analyses, and other similar work products, including drafts, upon completion in electronic file formats and applications as reasonably requested by the State. The Contractor shall format all reports including spreadsheets to be fitted to page, properly formatted with titles and pagination, and printer ready.

The Contractor shall provide the State with drafts of all work products and reporting within a reasonable amount of time prior to the due date of final deliverables as agreed upon and specified in the most up-to-date Plan of Operations.

All work products, including written reports and analyses, are subject to State approval and acceptance, which shall be communicated in writing via email. If deliverables do not meet the State's acceptance criteria, the Contractor and the State shall collaborate on a mutually agreeable remediation plan to correct and resubmit the deliverables.

*Deliverable 7: Transition Plan, Return of Data, and Destruction/Deletion of Data and Files*

Before the conclusion of this contract and in the event that the contract is terminated and/or the contract is awarded to another vendor, the Contractor shall develop a transition plan for continued operations that shall assist the State in maintaining timely analyses and reporting of the State's data upon expiration of the contract. The Contractor shall cooperate with complete and timely transfer of the State's data and technical documentation in the event that the subsequent contract is awarded to a new vendor and/or the analysis and reporting is developed within State.

At the conclusion of this contract, as directed by the State, the Contractor shall give to the State all data provided by the State and the State of Vermont under data use agreements related to this contract and provide electronic versions of all final analyses, studies, reports and technical documentation in

formats and applications as requested by State. The State of Vermont shall own the data included in VHCURES and, per applicable state and federal law and any data use agreements in place with the Centers for Medicare and Medicaid Services (CMS), the State of Vermont shall administer policies and procedures for the collection, management, release and final disposition of VHCURES data. For the avoidance of doubt, upon termination of the contract, (A) the Contractor's obligations with respect to the return of data applies to data (i) then being held by the Contractor and its subcontractors, as State is not expecting the Contractor to store or archive all data that it ever receives from State or the State of Vermont from the beginning of time under this contract; and (ii) not otherwise deleted by the Contractor from its systems in accordance with its security procedures or pursuant to State's instructions; and (B) the Contractor's obligation to provide "electronic versions of all final analyses, studies, reports and technical documentation" will be satisfied by providing such electronic versions in an industry-standard format for the delivery of electronic files during the course of the engagement.

Upon expiration of the contract, to the extent reasonably practicable, the Contractor shall expunge all data and files from the Contractor's system as directed by State and provide written certification that all data has been destroyed and expunged as directed by State. The return of data and destruction of data shall be accomplished at no extra cost to the State beyond what may be specified in this contract.

Regardless of the successful destruction of the data, under no circumstances shall the Contractor use the State of Vermont's data in a manner inconsistent with federal and/or State laws, regulations and policies pertaining to the usage of such data. Additionally, the Contractor must obtain written permission, such as via email, from the Executive Director of the Blueprint prior to the Contractor using or releasing any data, data analyses, or related products, obtained from or through the State of Vermont or through this Contract, to entities other than State, including, but not limited to, publications in journal articles, presentations or distributions at conferences or via electronic means to outside parties, or any other sharing of the data or work products requested by State. The Contractor is responsible for maintaining a record of all written communications granting or denying this type of permission and producing this level of documentation in the event that the State questions the Contractor's use or release of data, data analyses, or related work products. The State shall also maintain a record of these communications.

***Deliverables:***

The Contractor shall provide:

1. Assignment of a Project Manager on January 1, 2015. The Contractor shall notify the State immediately if this position is reassigned, and send the State a resume for the newly assigned Project Manager.
2. Detailed Plan of Operations by February 15, 2015, modified as approved or directed by the State.
3. Quarterly Progress Reports on or before the 15<sup>th</sup> day of the month following the end of each calendar quarter, keyed to the Plan of Operations, with the Contractor's performance measures.
4. Weekly and as requested teleconferences involving the Contractor's Project Manager, including distribution of meeting agenda one (1) business day prior to a scheduled call and of meeting minutes, including next steps and assigned action items with specified due dates, one (1) business day after the call.
5. Biannual in-person meetings in Vermont involving the Contractor's Project Manager, including preparation of agendas and meeting materials and provision of all equipment (computers, projectors, hardware, software, and so on) needed for meetings.
6. Delivery of drafts of all work products and reporting within a reasonable amount of time prior to the due date of final deliverables as agreed upon and

- specified in the most up-to-date Plan of Operations. Final deliverables subject to acceptance by the State in writing. Remediation plan required to correct deliverables that do not meet agreed upon acceptance criteria.
7. Transition plan for continued operations. Electronic files for the return of State of Vermont data. Deletion and destruction of data provided by the State and any derivative files and work products produced for the State from the Contractor's systems, excluding proprietary methods and reporting templates developed by the Contractor.

### **Data Analysis and Reporting Services**

The State of Vermont regulates and monitors key sectors of Vermont's health care system to ensure that all Vermonters have access to health care that is affordable and meets accepted standards for quality. Per the VHCURES statutory mandate and to the extent allowed by federal and state laws, the data shall be widely available for the review of health care performance in Vermont. As requested, the Contractor shall assist the State in the development and production of standardized reports and customized analyses, reports, and studies using VHCURES data, in addition to other complementary data sets as requested.

The Contractor shall provide research, analyses and reports in a cost-effective manner that is timely, accurate, and well researched; and apply high standards for methods as used in health care services and health policy research. The Contractor shall provide analyses and reports in narrative, tabular, and graphical formats that make the information and findings clearly articulated, accessible, meaningful, and useful to a wide variety of users including insurers, employers, providers, purchasers of health care, state agencies, regulators, consumers, and policy makers.

### **Task 2: Data Acquisition and Preparation in Order to Support Analytic and Reporting Work Products**

Data sources will include extracts from the Vermont Healthcare Claims Uniform Reporting and Evaluation System (VHCURES), and other State-specified datasets related to healthcare utilization and outcomes.

The Contractor shall work in collaboration with the State on the acquisition of the necessary datasets.

#### *Deliverable 1: Implementation of Data Use Agreements (DUAs)*

The State will be responsible for facilitating, via Data Use Agreements (DUA), contract provisions, or grant provisions, authorizations for the secure transfer of VHCURES data, and any other State-specified supplemental datasets, to the Contractor from the holders of those datasets, for purposes of analysis and reporting.

The Contractor, however, will be responsible for pursuing and implementing required DUAs beyond such facilitation that only the State can provide.

#### *Deliverable 2: Data Transformation and Descriptive Reports on Data Quality*

The Contractor will obtain VHCURES data extracts and other state-specified data extracts in industry-standard formats via data-transfer agreements, maintain the security of that data, load the data into the Contractor's analytics systems or software, and transform the data as necessary



for analysis and reporting. Such data transformations will involve assessment of, and reporting on, the completeness and quality of the data files, designation of key data elements, linking of person and organizational identifiers, and merging of data files.

*Deliverable 3: Code Lookups*

The Contractor will be responsible for obtaining and maintaining national and industry-standard code lookups, while the State will be responsible for facilitating the transfer of State-of-Vermont-specific code lookups to the Contractor from dataset sources.

*Deliverable 4: Data Preparation and Linkage*

These tasks will involve the preparation of multi-payer healthcare claims data for analysis and reporting, and the linkage of such data to supplemental datasets necessary for measuring and reporting on a broad range of healthcare outcomes.

***Deliverables:***

The Contractor shall provide:

1. The Contractor's signatures on Data Use Agreements (DUAs), as required for data acquisition.
2. The Contractor's use of secure data transfer mechanisms, such as, but not limited to, Secure File Transfer Protocol (SFTP) or Virtual Private Network (VPN) connections.
3. Descriptive statistical reports addressing the completeness, reliability, and validity of datasets obtained, transformed, and linked by the Contractor.
4. National and industry-standard code lookups. Preparation of multi-payer healthcare claims for data analysis and reporting and linkage of data to supplemental datasets for measuring outcomes.

**Task 3: Patient Attribution**

The Contractor will analyze and report patient (member) attribution information for individual and organizational healthcare providers based on VHCURES claims data. Models of patient-attribution will include, but not be limited to, those associated with Patient-Centered Medical Home (PCMH) and Community Health Team (CHT) attributions under the Vermont Blueprint for Health program according to the current Blueprint methodology. The Blueprint will communicate any changes to the methodology proactively to the Contractor within three (3) business days of the publicly announced or posted changes.

The purposes of conducting such patient attribution shall be for evaluation, measurement, reporting, model development, and trend analysis. The Contractor will construct member attribution to Vermont Blueprint practices and determine non-Blueprint comparison group(s) for evaluations. Comparison group data will be drawn from another similar state, such as Maine or Minnesota.

***Deliverables:***

The Contractor shall provide:

1. Analysis and reporting on patient (member) attribution for individual and organizational healthcare providers based on VHCURES claims data.
2. Construction of member attribution to Blueprint practices and determination of non-Blueprint comparison groups for evaluation.
3. Descriptive statistical reports addressing the results of patient-attribution

algorithms and queries and validation of those results as requested by the State for the purposes of evaluation, measurement, reporting, model development, and trend analysis.

#### **Task 4: Statewide Blueprint Evaluation and Reporting, Using Claims Data**

The Contractor will analyze and report statewide Blueprint for Health program expenditures and healthcare outcomes from VHCURES claims data for the program, as requested by the Executive Director of the Blueprint or his/her identified designee from the Department of Vermont Health Access (DVHA).

Drill downs, additional analytics, new metrics, and new displays will be added at the request of the Blueprint Executive Director and based on findings and the State's needs to support Vermont's healthcare reform efforts.

Reporting will include various forms and formats based on State's needs, such as spreadsheets, slide decks, technical documents, and articles for publication.

***Deliverables:***

The Contractor shall provide:

1. For the Blueprint for Health program evaluation on expenditures and healthcare outcomes, analyses, studies, reports, slide presentations, articles, and/or technical documentation in electronic, industry-standard formats; in narrative, tabular, and graphical form; and fitted to page, properly formatted with titles and pagination, and printer ready.
2. As requested by the Executive Director of the Blueprint, addition of new drill downs, analytics, metrics, and/or displays based on findings and to support Vermont's dynamic healthcare reform efforts.

#### **Task 5: Trend Analysis**

The Contractor will perform trend analyses on VHCURES claims data and State-specified complementary datasets at the direction and request of the Blueprint Executive Director.

Examples of possible trend analyses may include, but not be limited to:

- Patient attribution, healthcare expenditure, healthcare utilization, and healthcare outcomes trends.
- Multi-year trend analysis for an available and feasible analysis period as designated by the Executive Director of the Blueprint for Health, such as calendar year 2008 forward.
- One overall annual trend analysis with drill-downs to interpret findings.

Drill downs, additional analytics, new metrics, and new displays will be added at the request of the Blueprint Executive Director and based on findings and the State's needs to support Vermont's healthcare reform efforts.

Reporting will include various forms and formats based on State's needs, such as spreadsheets, slide decks, technical documents, and articles for publication.

***Deliverables:***

The Contractor shall provide:

1. For each trend analysis requested by the Executive Director of the Blueprint,

analyses, studies, reports, slide presentations, articles, and/or technical documentation in electronic, industry-standard formats; in narrative, tabular, and graphical form; and fitted to page, properly formatted with titles and pagination, and printer ready.

2. As requested by the Executive Director of the Blueprint, addition of new drill downs, analytics, metrics, and/or displays based on findings and to support Vermont's dynamic healthcare reform efforts.

### **Task 6: Profile Production**

The Contractor will produce healthcare organization profiles based on VHCURES claims data and State-specified complementary datasets at the direction and request of the Blueprint Executive Director.

An example of a Vermont Blueprint for Health healthcare organizational (practice) profile produced in the past is presented in Appendix B.

#### ***Deliverables:***

On a timeline directed by the State, the Contractor shall provide:

1. Practice profiles for each Blueprint practice twice per year based on 12-month units of analysis (e.g., 7/1/2013 – 6/30/2014) and then calendar year (e.g., 1/1/2014-12/31/2014) and parallel profiles for each parent organization specified by State, for each HSA, and for a statewide aggregate.
2. Production of multi-level profiles done at the practice, parent-organization, and Vermont Department of Health Hospital Service Area and Blueprint Health Service Area (HSA) levels. Parent-organization profiles will include those for Accountable Care Organizations (ACOs), and will involve the production of ACO dashboards, as State works in partnership with the ACOs on specification review for identified measures, gap analysis of data, and needs assessments.
3. Multi-level profiles will include comparative results for the most recent time period with available claims data as described in item 1 above.
4. Two (2) annual profile runs with at least a 3-month paid runout on the claims data being used for these annual profiles. Measures will include Total Resource Use Index (RUI) outcomes, and regression analyses.
5. As requested by the Executive Director of the Blueprint related to healthcare organization profiles, analyses, studies, reports, slide presentations, articles, and/or technical documentation in electronic, industry-standard formats; in narrative, tabular, and graphical form; and fitted to page, properly formatted with titles and pagination, and printer ready.
6. As requested by the Executive Director of the Blueprint, addition of new drill downs, analytics, metrics, and/or displays based on findings and to support Vermont's dynamic healthcare reform efforts.

### **Task 7: Integration and Analysis of Complementary Non-Claims Datasets**

The Contractor will integrate complementary non-claims datasets with VHCURES data for additional analytics, generation of measure results, and reporting.

The Contractor will perform data analysis activities to merge clinical data extracts from Vermont's statewide clinical data repository with VHCURES claims data extracts upon the request of the Executive Director of the Blueprint or his/her identified designee from the Department of Vermont Health Access (DVHA). Among those data analyses will be the generation of healthcare utilization, healthcare expenditure, and clinical quality measures, including those used by Accountable Care Organizations (ACOs):

- Clinical-only quality measures
- Clinical-claims-hybrid quality measures
- To include HEDIS, NCQA, and CMS clinical quality measures

The Contractor will use data integration for multiple reporting and analytic purposes related to topical areas, including, but not limited to:

- Community Health Teams
- Vermont Hub & Spoke Program, including the Medication-Assisted Treatment (MAT) program, for opioid addiction treatment
- Support and Services At Home (SASH)
- Healthier Living Workshops and healthcare self-management training
- Vermont Chronic Care Initiative (VCCI) for chronic disease management and other chronic disease management initiatives
- Adverse Childhood Experience (ACE) measures

Examples of reporting involving supplemental, or complementary, datasets would include studies related to other State of Vermont and Agency of Human Services (AHS) departments. These departments include the Department of Health (VDH), the Department of Disabilities, Aging and Independent Living (DAIL), the Department of Children and Families (DCF), the Department of Mental Health (DMH), the Department of Corrections (DOC), and the Department of Labor (DOL). Required analyses and reports may involve the combination of supplemental datasets from these departments or other sources with VHCURES data to show the impact of healthcare services on various AHS service populations on various outcome measures.

Supplemental datasets will include, but not be limited to:

- Vermont Department of Corrections data.
- Vermont Department of Labor employment and wage data.

Drill downs, additional analytics, new metrics, and new displays will be added based on findings and State's needs to support Vermont's healthcare reform efforts.

Reporting will include various forms and formats based on State's needs, such as spreadsheets, slide decks, technical documents, and articles for publication.

***Deliverables:***

The Contractor shall provide:

1. Data analysis activities on merged clinical/claims data sets, including the generation of measures as directed by the Executive Director of the Blueprint and/or his/her designee.
2. Data integration of supplemental or complementary data sets, usually with the VHCURES claims data set, for multiple reporting and analytic purposes related to topical areas in Vermont.
3. As requested by the Executive Director of the Blueprint related to merged clinical/claims datasets and/or supplemental or complementary datasets,

analyses, studies, reports, slide presentations, articles, and/or technical documentation in electronic, industry-standard formats; in narrative, tabular, and graphical form; and fitted to page, properly formatted with titles and pagination, and printer ready.

4. As requested by the Executive Director of the Blueprint, addition of new drill downs, analytics, metrics, and/or displays based on findings and to support Vermont's dynamic healthcare reform efforts.

### **Task 8: Additional Analytics and Reporting on Complementary Healthcare Topics to Support Blueprint and Overall Vermont Healthcare Reform Efforts**

As requested by the Executive Director of the Blueprint or his/her identified designee from the Department of Vermont Health Access (DVHA), the Contractor will produce additional analytics, measure results, and reporting on complementary healthcare topics to support Vermont's Blueprint for Health and overall healthcare reform efforts in the State.

Example of topics for additional analytics and reporting include, but are not limited to:

- Providing information about varying cost of procedures in different medical facilities or across provider types
- Exploring the value equation (cost and quality) for services provided
- Informing the design and evaluation plan of payment reform models including the medical home model and accountable care organizations (ACOs)
- Evaluating the effect of health reforms on cost, quality, and access to care in a state
- Comparing the prevalence of disease across a population
- Comparing utilization patterns to identify successful cost containment strategies
- Combining claims data and clinical data to report on healthcare utilization, expenditures, and outcomes
- Estimating the cost of potential legislative changes affecting Medicaid and later calculating the actual cost and impact of the legislation
- Reporting Healthcare Effectiveness Data and Information Set (HEDIS) measures for various healthcare provider or payer patient populations in Vermont and comparing those to HEDIS measures at the national level
- Reporting Medicare, Medicaid, and commercial Accountable Care Organization (ACO) clinical quality measures for various healthcare provider or payer patient populations
- Reporting CMS Meaningful Use clinical quality measures for various healthcare provider patient populations
- Reporting Medicaid Electronic Healthcare Record (EHR) Incentive Program Medicaid patient-encounter counts for various healthcare providers
- Evaluating the impact of the Blueprint's Multi-payer Advanced Primary Care Practice (MAPCP) Demonstration on utilization and healthcare expenditures for Medicare patients treated in medical homes compared to routine care
- Evaluating the impact of the Blueprint's MAPCP model, and that of the more general Blueprint model, on utilization and expenditures in Hospital Service Areas (HSAs) as the models expand statewide
- Evaluating the impact of additional payment reforms on utilization and expenditures as they are added to the Blueprint's MAPCP model and to the more general Blueprint model
- Evaluating regional and institutional variability of healthcare quality, utilization, and expenditures as healthcare reforms expand statewide
- Reporting on utilization and expenditure measures for individuals identified in claims

or clinical data as having chronic disease. Categories and combinations of chronic disease indicators to be analyzed will be determined by the Blueprint program.

As indicated above, the Contractor will perform additional analytics and reporting on complementary healthcare topics as requested by the Executive Director of the Blueprint and deliver the related reports.

The Contractor will create and analyze a consolidated dataset (commercial payer, Medicaid, and Medicare claims, as available) and will create and deliver to the Blueprint Executive Director a report using the consolidated data set over a multi-year period on base measures. This primary report will analyze utilization and expenditure measures. The contractor will create and deliver to the Blueprint Executive Director a secondary set of advanced analytic reports using the consolidated data set, including regression analyses.

The Contractor will propose additional analytics related to the State's specified objectives.

Drill downs, additional analytics, new metrics, and new displays will be added based on findings and State's needs to support Vermont's healthcare reform efforts.

Reporting will include various forms and formats based on State's needs, such as spreadsheets, slide decks, technical documents, and articles for publication.

***Deliverables:***

The Contractor shall provide:

1. Additional analytics, measure results, and reporting on complementary healthcare topics to support Vermont's Blueprint for Health and overall healthcare reform efforts in the State.
2. Creation and analysis of a consolidated dataset (commercial payer, Medicaid, and Medicare claims, as available) for multi-year reporting on base measures. Advanced analytic reports using the consolidated data set, including regression analyses.
3. Suggestions for additional analytics related to the State's specified objectives.
4. As requested by the Executive Director of the Blueprint related to complementary healthcare topics, analyses, studies, reports, slide presentations, articles, and/or technical documentation in electronic, industry-standard formats; in narrative, tabular, and graphical form; and fitted to page, properly formatted with titles and pagination, and printer ready.
5. As requested by the Executive Director of the Blueprint related to complementary healthcare topics, addition of new drill downs, analytics, metrics, and/or displays based on findings and to support Vermont's dynamic healthcare reform efforts.

**Task 9: NCQA HEDIS Certification**

The Contractor will work to achieve and maintain annual National Committee for Quality Assurance (NCQA) vendor certification for NCQA's Healthcare Effectiveness Data and Information Set (HEDIS) measures used in the performance of this contract and for the number of covered lives reflective of the population for the State of Vermont. The State will provide all clinical data to be used for HEDIS measure calculation, and the Contractor is not expected to perform or provide clinical chart review services.

At minimum, the Contractor will pursue NCQA certification for the following 15 claims-based HEDIS measures for up to 1,000,000 covered lives:

- BCS - Breast Cancer Screening
- CCS – Cervical cancer screening
- CHL – Chlamydia screening
- CWP – Appropriate testing for kids with pharyngitis
- AAB – Avoidance of antibiotics for acute bronchitis
- CDC – Comprehensive diabetes care, HbA1c
- CDC – Comprehensive diabetes care, LDL
- CDC – Comprehensive diabetes care, Eye exam
- CDC – Comprehensive diabetes care, Nephropathy
- LBP – Use of imaging for low back pain
- FUH – follow up for hospitalization for mental illness
- IET – initiation of alcohol and other drug dependence treatment
- W34- Well child visits in the 3-6 years of life
- AWC – Adolescent well-care visits
- PCR – Plan all-cause readmissions

As directed by the Executive Director of the Blueprint for Health program, the Contractor will pursue NCQA certification for other specified NCQA HEDIS measures to include claims-based, clinical, and hybrid claims-and-clinical measures based on the needs of the State and contingent upon the State providing clinical data for analysis. In particular, the Contractor may be directed to pursue NCQA HEDIS certification for other specified Vermont ACO HEDIS measures.

Activities involved may include, but not be limited to, intake of test data set from HEDIS, mapping to the VHCURES data structure, running data through Onpoint HEDIS code, mapping test results to a HEDIS template, undergoing a review process with NCQA, and iterating as necessary until results receive a passing status.

***Deliverables:***

The Contractor shall provide:

1. Documentation of progress toward NCQA HEDIS measure certification on a monthly basis
2. Documentation of NCQA HEDIS measure certification when initially achieved
3. Documentation of progress in maintaining NCQA HEDIS measure certification.

**Subcontractor Requirements:** Per Attachment C, Section 15, if the Contractor chooses to subcontract work under this agreement, the Contractor must first fill out and submit the Request for Approval to Subcontract 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 Request for Approval to Subcontract Form, the State shall review and respond within five (5) business days. Under no circumstance shall the Contractor enter into a sub-agreement without prior authorization from the State. The Contractor shall submit the Request for Approval to Subcontract Form to:

Natalie Elvidge  
Contract and Grant Management Specialist  
Department of Vermont Health Access (DVHA)  
312 Hurricane Lane, Suite 201  
Williston, VT 05495-2087  
natalie.elvidge@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 provisions specifying payments are as follows:

1. The Contractor shall invoice the State on the 15<sup>th</sup> of the month for services provided and expenses incurred during the previous month. Payments to the Contractor relating to this contract as outlined in the scope by work will be rendered only after review and acceptance of the Executive Director of the Vermont Blueprint for Health program and/or his/her designees. Each invoice must include a unique invoice number, dates of service, itemized hours being invoiced for each staff category against the appropriate tasks in Attachment A, a list of allowable expenses incurred, and total charges. Itemized billing must be documented to reflect linkage with the Plan of Operations and deliverables specified therein.

1.1. The State shall pay the Contractor for fully-burdened staff time, at the following hourly rates per staff category:

Principal:	\$250.00
Director:	\$225.00
Senior Analyst:	\$150.00
Analyst:	\$125.00

The total cost for each employee category as specified above includes any indirect rate that covers the administrative expenses, occupancy fees, utilities, repair and maintenance of equipment, office maintenance, audit and legal fees, insurance, telephone, postage, supplies, data infrastructure, data analysis and reporting tools (including hardware and software), data acquisition/transfer tools, etc. The State does not guarantee the assignment of any minimum number of hours or other work under this contract. Total staff-time expenses under the contract shall not exceed **\$1,980,119.85**.

1.2. The State shall reimburse the Contractor for reasonable and necessary travel expenses incurred in performance of this contract. The travel budget covers the costs associated with two on-site visits per year. The Contractor may invoice the State for the actual documented cost of each trip. Billing for mileage shall include the points of origin and destination and the total number of miles traveled. 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. Total travel expenses under the contract shall not exceed **\$2,861.15**.

1.3. The State shall reimburse the Contractor for data acquisition fees charged by data sources for the release of State-specified datasets to the Contractor for the purpose of analysis.

When submitting for reimbursement of these expenses, the Contractor shall provide documentation, such as an invoice, reflecting the actual costs incurred. Total data-acquisition-fee expenses under the contract shall not exceed **\$21,030.00**.

1.3.1. The State shall not reimburse the Contractor for data tools or infrastructure, such as those required for the acquisition, secure transfer, storage, and analysis of State-specified datasets. Those expenses are included as indirect costs in the fully-burdened hourly staffing rates specified in this agreement.

1.4. The State shall reimburse the Contractor for fees or licenses charged by the National Committee for Quality Assurance (NCQA) for vendor certification related to generation of NCQA's Healthcare Effectiveness Data and Information Set (HEDIS) measures in the performance of this contract. When submitting for reimbursement of these expenses, the Contractor shall provide documentation, such as an invoice, reflecting the actual costs incurred. Total reimbursement for NCQA-HEDIS-related certification fees and licenses under the contract shall not exceed **\$47,000.00**.

1.4.1. The State shall not reimburse the Contractor for data tools or infrastructure, such as those required for the acquisition, secure transfer, storage, and analysis of State-specified datasets. Those expenses are included as indirect costs in the fully-burdened hourly staffing rates specified in this agreement.

2. No benefits or insurance will be reimbursed by the State.
3. All payments to the Contractor shall be based upon the State's acceptance of the deliverables outlined in Attachment A. The Contractor may invoice the State monthly. For the months of April, July, October, and January, the Contractor shall submit with their monthly invoice required quarterly Progress Reports. Payments to the Contractor for April, July, October, and January shall be based upon the State's acceptance of quarterly Progress Reports, in addition to acceptance of deliverables for those months. Progress report and deliverable acceptance shall be indicated by the Executive Director of the Blueprint or his/her designee in writing via email within 10 business days of submission by the Contractor.
4. 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. 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 agree upon.
5. Invoices shall reference this contract number, include date of submission, invoice number, and amount billed for each budget line and total amount billed. Invoices shall also include hours being billed for each staff category against the appropriate tasks in Attachment A, keyed to specific deliverables in the Plan of Operations and Progress Reports.

6. Work performed between December 1, 2015 (retroactive date) and the signing or execution of this agreement that is in conformity with Attachment A may be billed under this agreement.
7. Monthly invoices shall be accompanied by a completed financial reporting form (Appendix A: Required Forms). All reports and invoices related to this contract shall reference this contract number and be submitted electronically to:

Natalie Elvidge  
Contract and Grant Management Specialist  
Department of Vermont Health Access (DVHA)  
312 Hurricane Lane, Suite 201  
Williston, VT 05495-2087  
[natalie.elvidge@vermont.gov](mailto:natalie.elvidge@vermont.gov)

Tim Tremblay, MS  
Blueprint Data Analyst and Information Chief  
Department of Vermont Health Access (DVHA)  
312 Hurricane Lane  
Williston, VT 05495-2087  
[timothy.tremblay@vermont.gov](mailto:timothy.tremblay@vermont.gov)

8. The total maximum amounts payable under this contract for each time period of the contract are presented in the Budget Table below. (State fiscal years extend from July 1 to June 30.)

**Budget Table**

Time Period	Staff Time	Travel Reimbursements	Data Acquisition Fee Reimbursements	NCQA HEDIS Certification Fees and Licenses	Row Total
01/01/2015 to 06/30/2015	\$450,119.85	\$611.15	\$3,030.00	\$23,000.00	\$476,761.00
07/01/2015 to 06/30/2016	\$1,020,000.00	\$1,500.00	\$12,000.00	\$24,000.00	\$1,057,500.00
07/01/2016 to 12/31/2016	\$510,000.00	\$750.00	\$6,000.00	\$0.00	\$516,750.00
<b>Total: Full Contract Term</b>	<b>\$1,980,119.85</b>	<b>\$2,861.15</b>	<b>\$21,030.00</b>	<b>\$47,000.00</b>	<b>\$2,051,011.00</b>

**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 \$2,000,000 per occurrence, and \$3,000,000 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 X and Bulletin 3.5 Section IV.B.

(End of Standard Provisions, State of Vermont – Attachment C - 9-1-2015\_rev)