

1. **Parties.** This is a contract for services between the State of Vermont, Agency of Human Services through the Department of Vermont Health Access, (hereafter called "State"), and Front Porch Forum, Inc., (hereafter called "Contractor"). It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Contract Term.** The period of Contractor's performance shall begin on January 1, 2020 and end on June 30, 2020. Either party may cancel this agreement by giving written notice at least thirty (30) days in advance.
3. **Maximum Amount and Payment Provisions.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified herein, a sum not to exceed \$12,000.00. This maximum amount is not a guaranteed amount. Payment shall be contingent upon satisfactory performance by the Contractor. Payment terms shall be Net 30 days from an error-free invoice. Invoices must detail all work performed during the invoice period and the amount(s) payable therefore in accordance with the schedule for deliverables and/or rates for services set forth below. For any schedule for deliverables set forth herein, Contractor shall only submit invoices following State acceptance of the applicable deliverable or deliverable milestone.
 - a. Contractor shall submit one (1) invoice for Custom Access and advertising costs as a single fixed price of \$12,000.00.
 - b. Invoices and any required reports shall be submitted to the State electronically at the following address: AHS.DVHAGrantsContracts@vermont.gov.
4. **Scope of Work.** The subject matter of this contract is Statewide electronic advertising. Detailed services to be provided by the Contractor are as follows:
 - 4.1 Contractor shall provide the State with Front Porch Forum (FPF) Custom Access which shall include the following services:
 - a. subscription to the FPF e-newsletters in the State's desired area;
 - b. search of web archives for all State FPFs;
 - c. two (2) statewide advertisement e-newsletter postings per month;
 - d. ability to add State events to the FPF community calendars;
 - e. access to FPF alerts to flag every use of your desired keywords (limit 10); and
 - f. purchasing optional additional advertising on FPF at a discount.
 - 4.2 In collaboration with the State, the Contractor shall prepare the advertisement with a maximum fifty (50) character headline. The body of the advertisement shall include a maximum of one thousand (1,000) characters which includes spacing.
 - 4.3 Contractor shall collaborate with the State to determine advertisement cadence.
5. **Sole Source Contract for Services.** This Contract results from a "sole source" procurement under State of Vermont Administrative Bulletin 3.5 process and Contractor hereby certifies that it is and will remain in compliance with the campaign contribution restrictions under 17 V.S.A. § 2950.

**STATE OF VERMONT STANDARD SHORT FORM FOR ELIGIBLE SERVICES
DEPARTMENT OF VERMONT HEALTH ACCESS
FRONT PORCH FORUM, INC.**

**CONTRACT #39504
PAGE 2 OF 3**

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

STATE OF VERMONT

CONTRACTOR

Department of Vermont Health Access

Front Porch Forum, Inc.

E-SIGNED by Cory Gustafson January 06, 2020
on 2020-01-06 22:25:19 GMT

E-SIGNED by Michael Wood-Lewis January 06, 2020
on 2020-01-06 21:48:24 GMT

CORY GUSTAFSON, COMMISSIONER DATE
NOB 1 South, 280 State Drive

MICHAEL WOOD-LEWIS PRESIDENT DATE
Po Box 64781

Waterbury, VT 05671

Burlington, VT 05406

Phone: 802-241-0246

Phone: 970-708-3922

Email: Cory.Gustafson@Vermont.gov

Email: Michael@frontporchforum.com

**STANDARD STATE PROVISIONS - FOR ELIGIBLE CONTRACTS UNDER \$25,000
DECEMBER 10, 2018**

1. Governing Law, Jurisdiction and Venue: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by the State or the Contractor in connection with this Agreement shall be brought in the Superior Court, Civil Division, Washington Unit.

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

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

4. Insurance: Before commencing work on this Agreement the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations.

Workers Compensation: With respect to all operations performed, the Contractor shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary, to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Contractor shall carry general liability insurance. 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.

Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Automotive Liability: The Contractor shall carry automotive liability insurance Limits of coverage shall not be less than: \$500,000 combined single limit.

5. Fair Employment Practices and Americans with Disabilities Act: Contractor 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. Contractor 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 Contractor under this Agreement. Contractor further agrees to include this provision in all subcontracts.

6. Taxes Due to the State:

a. Contractor 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. Contractor certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Contractor 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. Contractor understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Contractor 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. Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has no further legal recourse to contest the amounts due.

7. Child Support: (Applicable if the Contractor is a natural person, not a corporation or partnership.) Contractor 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. Contractor makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Contractor is a resident of Vermont, Contractor makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.