

1. **Parties.** This is a Contract (“Contract”) for services between the State of Vermont, Green Mountain Care Board (hereafter called “State”), and John Snow, Inc., with a principal place of business at 44 Farnsworth Street, Boston, MA 02210, (hereafter called “Contractor”). Contractor’s form of business organization is for-profit corporation incorporated in Massachusetts. It is the Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor must have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is services generally on the subject of Vermont Health Care Innovation Project State-led Evaluation. Detailed services to be provided by the Contractor are described in Attachment A.
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 \$628,391.00.
4. **Contract Term.** The period of Contractor’s performance shall begin on March 22, 2016, and end on October 31, 2017. This contract may be renewed for two additional 12 month periods beyond the original term of this contract as agreed by both parties and reduced to a written amendment to this contract.
5. **Prior Approvals.** If approval by the Attorney General’s Office or the Secretary of Administration is required, under current law, bulletins, and interpretations, neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.
  - Approval by the Attorney General’s Office is required.
  - Approval by the Secretary of Administration is required.
  - Approval by the CIO/Commissioner DII is not required.
6. **Amendment.** This agreement represents the entire agreement between the parties; no changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Contractor.
7. **Cancellation.** This contract may be unilaterally canceled by the State by giving written notice at least 30 days in advance.

8. **Attachments.** This contract consists of 44 pages including the following attachments which are incorporated herein:

Attachment A - Specifications of Work to be Performed

Attachment B - Payment Provisions

Attachment C - Standard State Provisions for Contracts and Grants

Attachment D - Other Provisions

9. **Order of Precedence.** Any ambiguity, conflict, or inconsistency in the Contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment D (if applicable)
- (4) Attachment A
- (5) List other attachments in order of precedence
- (6) Attachment B

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

By the State of Vermont:

Date: March 22, 2016

Signature: E-SIGNED by Susan Barrett  
on 2016-03-22 13:41:08 GMT

Name: \_\_\_\_\_

Agency: \_\_\_\_\_

By the Contractor:

Date: March 22, 2016

Signature: E-SIGNED by Susan Grantham  
on 2016-03-22 13:39:41 GMT

Name: \_\_\_\_\_

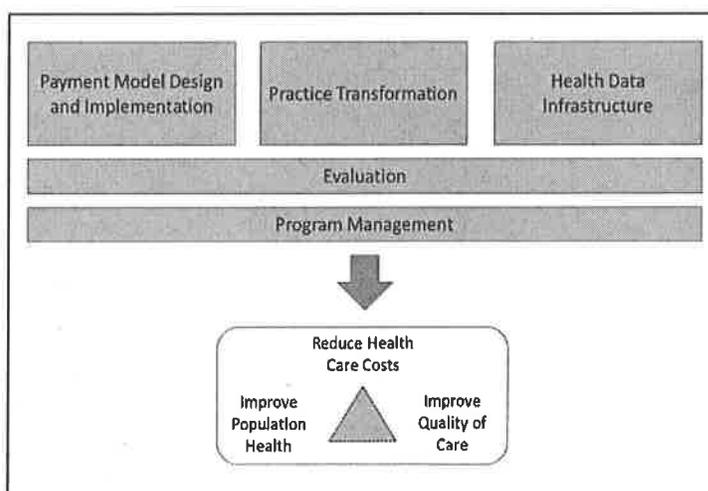
Title: \_\_\_\_\_

## ATTACHMENT A SPECIFICATIONS OF WORK TO BE PERFORMED

### Overview of the Vermont Health Care Innovation Project

This Contract is pursuant to Vermont's State Improvement Model (SIM) grant project, referred to as the Vermont Health Care Innovation Project (VHCIP). The overarching goal of the SIM Initiative is to test whether new payment and service delivery models will produce superior results when implemented in the context of a state-sponsored health care innovation plan.

VHCIP strives to increase provider-level accountability for cost and quality, monitoring and assessment of cost and quality, sharing of health information across settings, and management of population health. To achieve these outcomes, VHCIP supports the design, implementation, and evaluation of activities that build upon the State's health insurance reforms and experiences gained via innovative delivery and payment models.



### Scope of Work Overview

The three major areas of work outlined in this contract will enhance Vermont's existing State-led Evaluation activities and actively support State-led evaluation goals. The key areas of work are:

- (1) **Conduct a State-led Evaluation Study.** Implementation of a mixed-methods, cross-sectional study collecting primary data on three stakeholder-identified focus areas: care integration, use of clinical and economic data for performance improvement, and payment reform incentives.
- (2) **Provide Evaluation Findings.** Collection of secondary data from across VHCIP including metric results, survey results, pilot evaluation results, and results from the State-led Evaluation Study and analyzing/integrating them into clear, cogent, and cohesive reporting that provides actionable recommendations to State leadership on whether and what VCHIP-supported initiatives, and/or best practices within initiatives, should be scaled-up and diffused.

- (3) **Create and Assist in Implementing a Learning Dissemination Plan.** The Plan should include dissemination of findings from the State-led Evaluation Study and overall State-led Evaluation results. The contractor will work collaboratively with Vermont on implementation of the plan.

The following research questions will guide the VHCIP State-led Evaluation Study. The questions are organized into three themes identified as high priority by VHCIP stakeholders: Care Integration, Use of Clinical and Economic Data to Promote Value-Based Care, and Payment Reform.

**Care Integration.** Integrated care is a key feature of many SIM-funded activities, and a major activity contributing to the goals of improving patient experience, improving population health, and reducing the per capita cost of health care. The majority of health spending is driven by patients with multiple conditions, multiple providers, and complex care needs. Nationally, there is a growing literature that defines frameworks for care integration and coordination, and recommends measures for assessing its effectiveness. The focus on care integration is meant to be broad to capture patient-focused, care integration/coordination activities performed by clinical and psychosocial providers.

Across Vermont, care integration and coordination supported by the SIM grant takes a variety of forms, including, for example, identifying, reaching out to, and offering enhanced services to vulnerable populations at risk of admission to a nursing home; coordinating care for patients with particular diseases across a spectrum of social service and medical providers; improving care transitions to avoid hospital readmissions; and building on activities of existing community care teams. These models vary, but understanding the features of each that are most effective is critical to guide scaling up of care integration and coordination.

The following research questions will inform Vermont in directing SIM-funded activities in this area:

- What are key examples of care integration approaches being tested/implemented across the state?
- What are the key characteristics of each approach in the sites that are studied, and how do they vary in evidence base, design, setting, focus, resource utilization, and cost, and in comparison to national care models?
- What evidence is available to demonstrate effectiveness of each approach? How solid is the evidence? What are the key lessons learned from each?
- What environmental and organizational features enhance care integration approaches? What features result in barriers?
- Based on resources, cost, and perceived success, which appear to be most suitable for scaling up?
- What information do health care providers (physicians, nurses, care coordinators, social workers, others) need from other provider/care settings in order to provide high quality,

coordinated and integrated care? How available, timely and high of quality is this information? How are shared clinical plan data used and shared?

Work on the Care Integration theme must incorporate perspectives from the field on how integrated care models are building from services, programs and models that already exist in local communities, as well as partnerships between clinical and non-clinical providers.

**Use of Clinical and Economic Data to Promote Value-Based Care.** Data play a pivotal role in Vermont's efforts to transform its health system through VHCIP. Various project activities use clinical and cost data in different ways: to inform providers, for internal and external monitoring of population health data, for quality improvement, for payment, and to identify opportunities for efficiency. Clinical and cost data are shared with various audiences and come from a variety of sources including VHCURES, automated extracts from EMRs, and manual abstraction of medical records. This data-based communication occurs in an environment that places numerous competing demands on providers, including tracking an ever-changing regulatory environment, running a business, providing compassionate, coordinated care and complying with a long list of reporting requirements. Examples of such data include: regular reports sent to providers with information to identify high cost conditions and target outreach and education; cost information regarding hospitalizations and hospital readmissions; services where utilization and spending vary across regions or providers, thus identifying opportunities for gaining efficiency; and quality metrics that inform clinical care.

However, data is not always perceived by providers as interpretable or actionable. The way in which providers interpret, trust, and use data is important to know in order to provide necessary content in a user-friendly format. For this theme, the contractor will visit practices to examine the process of producing, communicating and sharing data in support of transformation, as well as how these data are received, understood and applied by providers. The research questions outlined below will guide the evaluation for this theme:

- What data are being communicated, by whom, how are they being communicated (and through what intermediary structures) and for what purposes are they being communicated?
- What assistance or support is provided to those intended to use data?
- How are data being received, understood and applied? Are there unintended consequences associated with provider practice changes? If so, what are they?
- Are the right data being communicated?
- What do providers perceive as most and least useful about the processes and data shared? What elements are most and least useful to improve patient care and practice efficiency? Do the data contain information that providers want and think they can make use of? Are data serving HSA-level local needs?
- How could the content or communication mode of the data be modified to make it coincide more closely with provider needs and allow effective provider responses?
- What data-related burdens or redundancies do providers/practices cite?

Work on this theme will incorporate inquiry into how providers monitored value and performance prior to VHCIP, whether/how health outcomes data at the community level impacts practice patterns, and the process by which providers learn and respond to results from measures communicated to them.

**Payment Reform and Financial Incentive Structures.** In the early phases of VHCIP implementation, physicians are operating in a system which simultaneously employs multiple—and likely intersecting—payment models and financial incentive structures. These models may include capitated, fee-for-service and/or shared savings payments. As VHCIP accelerates Vermont's health system transformation, the variety of payment models and incentives confronting providers is likely to become yet more complex, adding additional models and incentives even while fee-for-service payment remains in place for some care. For this theme, the following research questions will guide the project:

- Under what financial and non-financial incentive structure(s) do providers practice in Vermont?
- Are providers aware of the incentive structure under which they practice? If so, how do providers view the current incentive structure(s) under which they practice? Why?
- What changes, if any, have taken place in the way providers practice as a result of these incentive structures? How does payment reform impact care integration, coordination, and provider collaboration?
- How do attitudes toward incentives and changes providers have made in practice (if any) differ across provider types (primary care, specialty care), practice sizes (solo, small and large group), and ownership (hospital-owned vs independent)?
- Are there non-financial provider incentives that influence patient care, quality, and provider collaboration?
- What further adaptations at the practice and provider level do providers anticipate in the transition to next generation payment models, such as shared savings with downside risk, episode-of-care based payment, and global budgeting? What additional support or technical assistance do providers anticipate needing in making this transition?

Work on this focus area will incorporate inquiry into whether and how payment reform impacts the practice of preventive medicine, and whether and how payment models are driving care integration.

### **Scope of Work**

The following outlines the six major tasks included in this contract scope; each task description includes deliverables, due dates, and the Contractor staff that are assigned. Upon completion of each deliverable under relevant task headings, the Contractor should request and receive approval from the State via e-mail or other written format. In order for the Contractor to extend or change the due date on any deliverable, the Contractor must request and receive the approval by the State for any due date change via e-mail or other written format. The State will review all deliverables and provide feedback or approval within 10 calendar days of receipt. Any changes

to scope of work (including staffing changes) must be requested by the Contractor and approved by the State via e-mail or other written format.

**Task 1. Environmental Scan & Site Visit Plan**

<b>Deliverable</b>	<b>Due Date</b>	<b>Task 1. Contractor Staff</b>
1a. Environmental scan work plan	3/15/16	<i>Project Director: S. Grantham            Project Manager: C. Stevens             Technical Leads:            Care Integration: M. Stylos-Allan            Data Use: N. Tresdell            Payment Reform: A. Keehn             Policy Advisor: J. Maxwell            Survey Lead: T. Mangione             Librarian: J. Carper            Project Associates: Various</i>
1b. Stakeholder interviews	4/15/16	
1c. Site selection matrix	4/29/16	
1d. Draft site visit plan & environmental findings report	5/13/16	
1e. Final site visit plan & environmental findings report	5/31/16	

The environmental scan will be the first phase of the project starting in March 2016 and concluding in May 2016. This scan will inform many of the subsequent activities of the evaluation and will collect information that will provide contextual framing to the evaluation findings. The Environmental Scan will:

- 1) Develop a picture of the provider landscape in Vermont to inform evaluation methods and provide context to evaluation results.
- 2) Identify the diverse site visit locations that will best inform the three research themes of the evaluation.
- 3) Inform content of the interviews during the site visits and development of the site visit guide.
- 4) Inform the sampling approach for the provider survey and survey for providers engaged in care integration.
- 5) Inform survey content and questions based on information found in the literature review and provider landscape.

The environmental scan will collect and synthesize information within each of the three research themes: care integration, use of clinical and economic data to promote value-based care, and payment reform and financial incentive structures. The Contractor will provide a brief report documenting environmental scan key findings along with the Site Selection Matrix prior on or before 4/29/16.

**Deliverable 1a. Environmental Scan Work Plan**

The Contractor will develop a work plan for the environmental scan by 3/15/16. This work plan will include 1) a complete list of questions, building from on the research questions described above; 2) a list of documents to be reviewed; 3) search terms for literature review; 4) list of contacts to be interviewed; and 5) data sources. The plan will also include a specific timeframe for implementation of the environmental scan.

**Deliverable 1b. Conduct Interviews with Vermont Stakeholders and Experts**

The work plan produced in Deliverable 1a. will include the list of interviewees developed collaboratively with the State.

The Contractor will conduct 30 interviews with stakeholders and experts. The interviewees will include members of the State's six work groups (Payment Model Design and Implementation, Practice Transformation, Health Data Infrastructure, Workforce, Disability and Long Term Services and Support, and Population Health); representatives from the payer, long-term care, hospital, primary care, and specialist sectors; consumer advocates; and representatives from Community Health Teams and Unified Community Collaboratives.

The Contractor will develop a structured interview guide and share with the State prior to the interviews. The interviews will be conducted by at least the Technical Lead for the theme and one other team member as a note taker. The Project Director and other Technical Leads also will listen in on many of the interviews to ensure cross-technical and cross-task familiarity with all aspects of the VHCIP.

*Sub-Task: Review Literature*

The Technical Lead for each theme will conduct a literature review in each theme area. The abstraction of information during the literature and document review will be guided by the evaluation questions listed above. The literature to be reviewed includes all the grant-related documents (including the initial Vermont Health Care Innovation Plan, Blueprint for Health documents, VHCIP Operational Plans and Progress Reports, RTI's federal evaluation reports), other internal state documents, as well as national literature specific to the Vermont SIM model components.

**Deliverable 1c. Site Selection Matrix**

The Contractor will develop a matrix, which is a summary table that will ensure diverse and representative sites are selected to inform answers to the questions within the three research themes. The goal will be to select sites that can help answer questions in two or more of the three theme areas. In addition, the matrix will be designed to distill the secondary information gathered and rate sites on the site selection criteria described in the RFP including: relevance to multiple research themes; generalizability; operational maturity; scope and scale; implementation; and diversity. The Site Matrix will detail program characteristics, similarities and differences to inform selection of a representative sample of 20 sites for in person meetings and 10 additional second tier sites for phone interviews. The Contractor will select a diverse group of sites to yield a rich understanding of the context in which various sites operate.

**Deliverable 1d. & 1e. Draft and Final Site Visit Plan and Environmental Scan Report**

The Contractor will incorporate the information in Deliverables 1a.-1d. into a fully developed Site Visit Plan draft by 5/13/16. The State will provide feedback with the final version due back to the State on 5/31/16.

**Task 2. Site Visits, Interviews & Focus Groups**

<b>Deliverables</b>	<b>Due Date</b>	<b>Task 2. Contractor Staff</b>
2a. Standardized site summary tool template and interview guide	5/13/16	<i>Project Director: S. Grantham Project Manager: C. Stevens</i>
2b. Master interview guide	5/13/16	
2c. Pre-site visit meetings	6/15/16-8/15/16	<i>Technical Leads: Care Integration: M. Stylos-Allan Data Use: N. Tredell Payment Reform: A. Keehn</i>
2d. Site visits and interview dates list	6/15/16-8/15/16	
2e. List of site staff in attendance	6/15/16-8/15/16	
2f. 20 site visits and 10 interviews conducted	6/15/16-9/30/16	<i>Policy Advisor: J. Maxwell</i>
2g. Transcriptions completed	10/15/16	
2h. Site visit/interview reports	6/2016, 7/2016, 8/2016, 9/2016, 10/2016	<i>Site Visit Focus Group Moderator: N. Clemmons</i>
2i. Focus group guide	5/13/16	
2j. Focus group participant demographic survey	5/13/16	<i>Site Visit Team: M. O'Brien L. Galford B. Teplitz</i>
2k. Pre-notification letters	5/15/16-9/30/16	
2l. List of focus group locations and times	5/13/16	
2m. Outreach and engagement activities documented	9/15/16	<i>Project Associates: Various</i>
2n. Final slate of anticipated participants by location	5/15/16-9/15/16	
2o. 5 Focus groups conducted	5/15/16-9/30/16	
2p. Focus group demographic information	10/15/16	
2q. Focus group themes summary	10/15/16	
2r. Focus group transcripts	10/15/16	
2s. Final report	10/31/16	

**Site Visits & Interviews**

**Deliverable 2a. & 2b. Develop Site Visit Tool and Interview Guide**

The Contractor will develop site visit tools including an interview guide to facilitate a productive discussion and assure consistent approaches across various Contractor teams conducting site visits. A Master Site Visit Interview Guide will be developed by the three Technical Leads and consist of questions and probes focused on understanding the core research questions in care integration, use of clinical and economic data to promote value-based care, and payment reform and financial incentive structures. The Master Guide will also engage sites in a discussion to understand and document the context of their organization and work. In addition, the Contractor will explore inputs to learning dissemination, understanding the communication tools and venues that will assure broad distribution and availability of the overall evaluation findings and final report.

A Standardized Site Summary Tool (SST) will be developed for each of the selected sites and interviews. The SST will be used before the site visit or interview to capture and summarize site information and shared among the Contractor's site visit team. The SST will serve as a profile of the site based upon the environmental scan and interviews with VHCIP leadership. Based upon the SST, the Contractor will revise and tailor the Master Guide for each site in order to assure questions explore the specific nuances and context of the site visited.

**Deliverable 2c., 2d., & 2e.** Pre-site Visit Meetings, Site Visits/Interview Dates List & List of Staff in Attendance

The Contractor will draft an email for VHCIP staff to introduce Contractor staff and clarify the purpose of the site visits. VHCIP staff will send sites an email, and cc Contractor staff, which will be followed up by an additional email by the Contractor staff within two days. The Contractor will perform weekly phone or email communication until a pre-site visit meeting is scheduled.

A 30-minute pre-site visit meeting will be held via phone during which Contractor staff will share a draft agenda, clarify the site participants who will attend the site visit, identify potential site visit dates, and ensure that senior leadership and management have been given ample opportunities to ask questions and clarify the purpose of the visit. The Contractor will indicate which staff it prefers be convened, provide flexibility in meeting dates and times, and be clear on the length of time necessary for the visit and meetings. The Contractor will provide the State a list of site visit and interview dates and who will attend.

**Deliverable 2f.** Conduct Site Visits and Interviews

Three members of the Contractor's team will attend each of the 20 site visits and two members will attend each of the 10 site interviews. One Contractor team member will be designated as the site visit lead and be responsible for coordinating and developing the schedule, ensuring materials are provided in advance, reviewing and providing input on the tailored Interview Guide, and developing the Site Visit or Interview Report. Another Contractor team member will have prime responsibility for note taking and clarifying items and issues discussed. All team members will be assigned subject areas for which they will lead site visit or interview discussions. The Contractor will start the site visit or interview with a review of the goals and agenda, introduce team members and answer any site questions. Immediately after each site visit and interview team members will convene to debrief and discuss the themes and key points as it relates to the evaluation research questions. Each visit and interview will be recorded and transcribed for analysis. A brief Site Visit Report will be generated and utilized in future analysis steps. The Site Visit or Interview Report will be no longer than three pages and focus on identification of the major themes and content requiring further analysis and exploration.

**Deliverable 2g. & 2h.** Transcriptions & Site Visit Interview Reports

The Contractor will provide de-identified transcripts to the VHCIP Evaluation Director, and Site Visit Reports with any relevant and actionable findings to the VHCIP Evaluation Steering Committee during the monthly June 2016, July 2016, August 2016, September 2016 and October 2016 meetings.

**Focus Groups**

**Deliverable 2i., 2j., & 2k.** Focus Group Guide, Participant Demographic Survey and Pre-Notification Letter

The Contractor will develop a focus group guide to address research/knowledge gaps and the project objectives and questions. The focus group guide will help to determine attitudes, beliefs, needs, and expectations for the consumer audiences in regards to the central research questions. The Contractor will make adjustments to focus group guides as part of the research process, and any modifications and their rationale will be documented as part of progress reports/focus group summaries. The Contractor will draft a pre-notification letter for dissemination.

**Deliverables 2l., 2m., & 2n.** List of Focus Group Locations and Times, Outreach and Engagement Activities Documented, Final Slate of Anticipated Participants by Location

The Contractor will identify focus group locations and populations for five focus groups. Identification of focus group locations and populations will be done concurrently with identification of site visits and interviews to assure the correct mix of diverse and representative focus groups and efficiency in the execution of proposed tasks. Inputs from the environmental scan and discussion with VHCIP leadership and staff will be used to inform the selection process. A recommended slate of focus groups will be presented to the State along with the slate of suggested site visits and interviews. The recommendations will include the focus group locations, potential venues for conducting focus groups and organizations with which the Contractor will work to advertise, identify and recruit participants.

The Contractor will work with care coordination/integration sites to recruit participants. As noted prior, the Contractor will draft a pre-notification letter for dissemination by the care coordination/integration site. The letter will discuss the goals of focus group, financial or non-financial incentives to participate and introduce a specific Contractor staff member to be contacted for scheduling and more information. The Contractor will identify and secure a meeting location and work with care coordination/integration sites to develop a list of potential focus group participants within a reasonable driving distance.

The Contractor will target a minimum of 12 participants confirmed per focus group. The Contractor will engage potential focus group participants via phone and confirmation letters to ensure attendance. Focus groups will be scheduled early evening. Participants will be provided stipends for and dependent/child care as per what is allowable with federal approvals, estimated at \$50/stipend per participant. The Contractor will document all outreach and engagement activities including pre-notification letters and a list of focus group locations and times. The Contractor will provide a slate of anticipated participants to the State prior to each focus group.

**Deliverable 2o.** Conduct Focus Groups

The Contractor will conduct five focus groups, each lasting between 90 and 120 minutes. Two Contractor staff will facilitate discussion and one will take notes. Focus groups will be recorded with participant permission. At the end of the focus group, participants will fill out the five question demographic survey and receive their stipend. The Contractor will follow a protocol where:

- The facilitators debrief immediately to review notes, ensure consistency, resolve differences, note contradictions, highlight quotes, and formulate emerging themes.

- The facilitators will write reflections and observations as part of debrief to document contextual data as part of the focus group report.
- The facilitators will identify areas in the focus group guide that can be modified in order to clarify or improve flow; and insert additional probes as needed. These modifications will be documented as part of the focus group process to be reported in the progress reports and the final report.

**Deliverables 2p., 2q., & 2r.** Focus Group Demographic Information, Themes Summary and Transcripts

Focus groups will be audio recorded and transcribed. Summaries of each focus group, including description of geographic location, and attendees will be submitted to keep project staff informed of progress and preliminary findings emerging from focus groups. Notes taken during the focus groups and at team debriefs will be written up as part of summaries to be submitted to VHCIP staff. A summary report of preliminary findings will be developed and shared upon completing all 5 focus groups.

**Deliverable 2s.** Draft Report

The Contractor will conduct an analysis of site visit, interview and focus group data. The Contractor will use NVivo 10 to manage and analyze the qualitative data. The Contractor will prepare a draft report that documents the process and findings of each the site visits, interviews and focus groups respectively as well as insights regarding learning dissemination. This draft report will be used as an internal document that will be used to inform subsequent future tasks as well as inclusion in a comprehensive report.

**Task 3. Provider Surveys**

Deliverables	Due Date	Task 3. Contractor Staff
3a. List of physicians and mid-levels	6/15/16	<i>Project Director:</i> S. Grantham <i>Project Manager:</i> C. Stevens
3b. List of care integration professionals	6/15/16	
3c. Scannable version of provider survey	9/15/16	<i>Technical Leads:</i> Care Integration: M. Stylos-Allan Data Use: N. Tresdell Payment Reform: A. Keehn
3d. Scannable version of care coordinator survey	9/15/16	
3e. On-line version of provider survey	9/15/16	<i>Survey Lead:</i> T. Mangione
3f. On-line version of care integration professional survey	9/15/16	
3g. Response rate report for physicians/mid-levels	11/30/16	<i>Survey Team:</i> M. Imre H. Lisiniski E. Heitz
3h. Response rate report for care integration professionals	11/30/16	
3i. Frequency distributions on all variables from clean data file of physician survey	11/30/16	
3j. Frequency distributions on all variables from clean data file of care coordinator survey	11/30/16	
3k. Reliability coefficients for all constructs that are made up of multiple items	2/15/17	
3l. Report on provider and care integration professional survey	3/15/17	
3m. Executive summary of provider and care integration professional survey	4/15/17	

**Deliverable 3a. & 3b.** Lists of Physicians/Mid-levels and Care Integration Professionals

The Contractor will use 2014 physician licensing census data and license data on advance practicing nurses from the Vermont Secretary of State. The State will ensure that the Contractor receives this information by June 15, 2015. The expectation is that approximately 2000 physicians/mid-level providers will be contacted to participate in this survey. The Contractor will clean the lists to remove providers practicing less than half time in Vermont and specialists who are likely to have limited involvement or input into VHCIP. Information gleaned during the environmental scan will contribute to the finalization of the list for survey purposes.

The Contractor will conduct a second survey that will focus on providers involved in care integration/coordination activities. The Contractor will use lists provided by the Blueprint for Health Community Health Teams, ACOs, and build off of VCHIP-funded care management inventory research. The expectation is that 500 care integration professionals will be contacted to participate in the survey.

**Deliverables 3c., 3d., 3e., & 3f.** Scannable and Online Versions of Provider Surveys

The Contractor will develop two separate surveys for these two target populations. The survey instruments will be designed to take 15 minutes to administer. The Contractor will pre-test the survey questions with members of both targeted provider groups. The pre-testing will be done in at least two waves of effort. For the first, the Contractor will provide draft survey questions to the State. The Contractor will then provide a second draft of each survey to three to five providers from each of the target populations. Based on feedback, survey items will be revised as necessary before the instrument is finalized. The final instruments and data collection procedures will use language and procedures that would meet the standards of the Contractor's IRB even though a formal IRB approval is not requested. The Contractor will provide the survey instruments in a scannable paper and pencil version and an online version.

The Contractor will select questions for inclusion from a variety of sources—the research literature, a list of topics that emerge from the qualitative site visits, and discussions with VHCIP leadership, explored during the environmental scan. When a list of topics has been created, previously used measures will be considered as candidates for inclusion. New items may need to be written in order to address all the key issues that emerge from the environmental scan, site visits, and discussions with VHCIP leadership. The Contractor will either select previous questions or write new ones that use unambiguous terms, are written compactly and clearly, present balance and evenly spaced response categories, and do not use leading constructions.

The two surveys will be available in two modalities, a scannable paper and pencil version and an on-line version.

**Deliverables 3g. & 3h.** Responses Rates for Provider Surveys

The Contractor will distribute the survey through mail. This will include a pre-notification letter; a survey packet with the survey and a self-addressed, business reply envelope; a reminder letter sent two weeks later and a last call reminder letter sent two weeks after that. In all the mail

contacts, the URL for filling out the survey on-line will be given along with an identification number that will be necessary for providers to input in order to track who has not yet responded and therefore is in need of reminders.

The Contractor will employ a secondary mechanism for collecting the data: asking for responses at the provider meetings that are concurrent with the data collection period or right after the mailings end.

The State will provide an incentive to providers in the form of an executive summary of findings from the State-led VHCIP evaluation. The Contractor will provide the State with the response rate report for physicians/mid-levels and response rate report for care integration professionals.

**Deliverables 3i. & 3j.** Frequency Distributions on All Variables from Clean Data File of Provider Surveys

The Contractor will clean the data from the surveys to prevent any out-of-range marks from being entered. On-line surveys will also prevent any inappropriate "SKIP" instruction mistakes. The Contractor will use Teleform for scanning forms design and processing of completed forms. The Contractor will provide the State with confirmation of the survey distribution and cleaning process.

**Deliverables 3k. & 3l.** Reliability Coefficients for All Constructs that are Made Up of Multiple Items in Provider Surveys

The Contractor will use "cluster analysis" techniques to confirm which measures it recommends be combined into a "construct" (e.g. the amount of barriers encountered to implement this program). Once the appropriate items have been identified to make for a valid construct, coefficient alpha reliability coefficients will be calculated.

**Deliverables 3l. & 3m.** Report and Executive Summary for Physician/Mid-level and Care Integration Professional Surveys

The Contractor will perform several analyses that compare differences in responses among different groups of providers as well as describing overall, state-wide results. The Contractor will test for differences in answers by regions of the state, gender or age of provider; training of the provider; various practice characteristics (e.g. size or association with a hospital); and differences by roles of the providers. Categorical variables will be analyzed using chi-square whereas continuous variables will use t-tests or ANOVAs. As often multiple elements influence an "outcome", the Contractor will consider using GLMs to consider the contribution of multiple factors in predicting an "outcome."

The Contractor will provide an executive summary and full written report to the State.

**Task 4. Evaluation Findings**

Tasks	Deliverables	Due Date	Task 4. Contractor Staff
4. Evaluation Findings	4a. List of data sources being merged with qualitative and quantitative findings 4b. List of data elements with timing and frequency 4c. Final evaluation report	Monthly 5/31/16 10/15/17	<i>Project Director:</i> S. Grantham <i>Project Manager:</i> C. Stevens  <i>Technical Leads:</i> <i>Care Integration:</i> M. Stylos-Allan <i>Data Use:</i> N. Tresdell <i>Payment Reform:</i> A. Keehn  <i>Survey Lead:</i> T. Mangione

The Contractor will review secondary data to assess the current status of the provider landscape and provide information for overall VHCIP evaluation findings and analysis. Some of the data will be used as proxies to understand high-performing versus low-performing practices. Examples of the types of data that would be informative include the following:

- a. PCMH certification status.
- b. Uniform Data System data for FQHCs.
- c. Participation in Accountable Care Organizations (ACOs).
- d. Participation in behavioral health integration.
- e. Affiliation with hospital systems (large versus small).
- f. Payer mix.
- g. Type of institution: institutional providers, hospitals, long term care facilities, primary care practices (representing variety of affiliation and ownership models), specialty practices.
- h. Health information exchange (HIE) participation status.
- i. Degree of VHCIP and/or Blueprint involvement.
- j. Participation in innovative care management model: Community Health Teams, Vermont Chronic Care Initiative, Children’s Integrated Services Teams and other interdisciplinary teams.
- k. Unified Community Collaboratives, local interagency teams or other interdisciplinary teams that drive care and service coordination at the policy level.
- l. Participation in ACOs’ clinical and economic data communication.
- m. VHCIP pilot/sub-grantee status.
- n. Trans-provider organizations.
- o. Geographic location.
- p. Size of organization.

**Deliverable 4a. & 4b.** Lists of Data Sources and Data Elements Merged with Qualitative and Qualitative Findings

Evaluation findings must provide timely feedback to inform corrections in the implementation and operation of VHCIP sponsored activities and to provide actionable recommendations to VHCIP leadership. The Contractor will combine qualitative, survey, and other secondary data for comprehensive findings. The Contractor will be synthesizing, reporting on, and disseminating information as it is obtained on a monthly basis starting with the environmental scan through to the end of the seven quarter evaluation period. During monthly VHCIP Evaluation Steering Committee meetings, the Contractor will present a list of data sources and elements being merged with findings to. Each monthly VHCIP Evaluation Steering Committee meeting will include an evaluation findings agenda item where the Contractor will report on sources added, activities, and learnings to date.

The Contractor will include at minimum: SSP and Blueprint Measure Results, which include NQF-endorsed prevention, chronic disease, evidence-based treatment measures, all cause readmissions, and ambulatory sensitive admissions; VHCIP survey results; VHCIP provider grants evaluation results; CAHPS survey results; and RTI evaluation reports. The Contractor will also explore other sources during the environmental scan, such as, Uniform Data System (UDS) for Federally Qualified Health Centers and potentially cost data through VHCURES. The Contractor's process of assessment of these sources will occur during the environmental scan. The Contractor will identify key elements in each secondary data source that will add value and insight to the qualitative and survey data that the Contractor will collect in this evaluation. The Contractor will also assess the frequency and timeframe over which to expect updated data from each source.

#### **Deliverable 4c. Final Evaluation Report**

The Contractor will complete a final report that integrates project-wide qualitative and quantitative findings and generates actionable recommendations to guide Vermont State leadership's decisions to scale-up and diffuse VHCIP-supported initiatives.

**Task 5. Learning Dissemination Plan**

Deliverables	Due Date	Task 5. Contractor Staff
5a. Stakeholder Communication Matrix	5/31/16	<i>Project Director: S. Grantham</i> <i>Project Manager: C. Stevens</i>
5b. Draft Learning Dissemination Plan	6/15/16	
5c. Final Learning Dissemination Plan	9/15/16	<i>Technical Leads:</i> Care Integration: M. Stylos-Allan Data Use: N. Tresdell Payment Reform: A. Keehn  <i>Survey Lead: T. Mangione</i>  <i>Communications Strategist:</i> J. Sperber  <i>Project Associates: Various</i>
5d. Monthly email distribution to update stakeholders on findings	8/2016-10/2017	
5e. 6 Webinars	3/1/16-10/31/17	
5f. 4 Issue Briefs		
5g. 4 Non-Technical Report Summaries		
5h. 2 White papers		
5i. 5 blog posts for cross-posting on nationally recognized blogs and websites		
5j. Participation in 2 national conferences	8/1/16-10/31/17	
5k. Discussion sessions with stakeholder groups and follow up reports	10/15/17	
5l. Recommendations for long-term dissemination and collaborative learning		

The Contractor will work with the VHCIP team to develop and finalize a Learning Dissemination Plan draft during the first six months of the contract. The plan will include detailed activities for sharing findings from both the State-led evaluation study, and the integration of findings from evaluation efforts across the state. The Contractor will identify and finalize specific formats, dates for distribution, and audiences based on input from the VHCIP team regarding overarching objectives and available resources, as well as the evaluation findings from Tasks 1-4.

The Contractor will do the following in Learning Dissemination Plan:

- Clearly identify target audiences and goals of dissemination activities for each audience (e.g., share lessons learned, communicate implications of evaluation findings for other settings, enhance transparency, build public awareness);
- Develop a learning-based communication strategy that will share lessons learned in near-real time to enable rapid-cycle process improvement and informed decision-making related to state-level and local initiatives;
- Use diffusion activities as an additional opportunity to solicit stakeholder feedback to inform ongoing evaluation efforts (e.g., asked audiences “has this been your experience?” or “does this data resonate with you?”)
- Use technology, clear communication, and data visualization to make findings easily digestible;
- Target diverse Vermont stakeholders including state agencies, payers, providers, consumer groups and community-based organizations;
- Target national audiences to share lessons in state-led health reform efforts in recognition of Vermont’s role as a leader in health care reform;
- Take advantage of existing forums to effectively engage audiences; and
- Support and enhance transparency of health reform efforts in Vermont.

During the environmental scan and site visits, the Contractor will inventory existing channels and networks, and solicit input from stakeholders as to the most effective communication channels and products as well what information will be most useful in informing ongoing process improvement and mid-course correction. Categories of stakeholder audiences include: State leadership in health care policy and reform efforts, payers, providers and other members of the delivery system, consumers and residents of Vermont, and national and regional audiences.

**Deliverable 5a. Stakeholder Communication Matrix**

The Contractor will prepare a Stakeholder Communication Matrix, detailing target stakeholder audiences and the communication channels that will best reach them. This will be completed within two weeks of the final site visit. The Contractor will identify what additional materials and venues can be provided to support VHCIP learning diffusion and transparency.

**Deliverable 5b. & 5c. Draft and Final Learning Dissemination Plan**

Within two weeks of providing the Stakeholder Communication Matrix, the Contractor will submit a detailed draft Learning Dissemination Plan. In addition to standard communications tools such as white papers, reports, and conference sessions, the learning dissemination strategy will include innovative approaches including webinars, social media engagement, and interactive web-based reports to expand the reach and impact of VHCIP lessons. There will also be an assessment of whether an on-line portal is required as a dissemination mechanism. The plan will specify the particular methods, resources needed, and timeline for each outreach activity. The Plan will also provide for flexible communication strategies that can respond to emerging themes and findings over the course of the project and a list of dissemination partners.

**Deliverable 5d. Monthly E-mail Distribution to Update Stakeholders on Findings**

The Contractor will tailor email communications via an email management tool, such as MailChimp, so that stakeholders receive individualized information (e.g., by user preference, by SIM priority area, or on specific health reform topics). Email lists could be used to announce webinars and upcoming events, as well as to highlight publications and other resources on the web page. The Contractor will work with the VHCIP team to implement a social media strategy that will complement other dissemination efforts.

**Deliverables 5e., 5f., 5g., 5h., 5i., & 5j. Webinars (6), Issue Briefs (4), Non-Technical Report Summaries (4), White Papers (2), Blog Posts (5), National Conferences (2)**

The schedule for release and details about Deliverables 5e., 5f., 5g., 5h., 5i., and 5j. will be included in Deliverable 5c. Final Learning Dissemination Plan.

**Deliverable 5k. Discussion Sessions with Stakeholders and Report Revisions**

The Contractor will make regular presentations to the VHCIP Steering Committee, VHCIP work groups, and other key leadership to achieve the goal of supporting rapid cycle-process

improvement. This will be done in conjunction with when one or more Deliverables 5e., 5f., 5g., 5h., 5i. and 5j. are finalized. The Contractor will present at up to eight meetings, and the meetings will be bi-directional, with the Contractor asking stakeholders for their response to the findings as well as asking clarifying questions based on specific data or themes that have emerged. Reports will be modified based on Stakeholder input within two weeks of the presentation.

**Deliverable 5l. Recommendations for Long-term Dissemination and Collaborative Learning**

The Contractor will work collaboratively with the State to assess and document the effectiveness of the Learning Dissemination plan and develop a sustainability plan to ensure that learning dissemination continues into 2018 and beyond.

**Task 6. Project Management**

Tasks	Deliverables	Due Date	Task 6. Contractor Staff
6. Project Management	6a. Monthly Progress Reports	Monthly	<i>Project Director: S. Grantham Project Manager: C. Stevens</i>
	6b. Weekly Contract Management Meetings	Weekly	
	6c. Monthly Steering Committee Meetings	Monthly	

Through effective project management, the Contractor will ensure that products completed under this contract will be of the highest quality and submitted on time.

Project management will also include:

- On-going effective communication with the GMCB Evaluation Director and other Stakeholders, CMMI and the Federal Evaluator, the Research Triangle Institute.
- Clear delineation of project roles and responsibilities.
- Appropriate oversight and management of internal staff and subcontractor activities.
- Meeting facilitation of weekly contract management meeting and monthly steering committee meetings.
- Summary notes with action items from each weekly contract management meeting and monthly steering committee meeting.
- Ensuring the project staff have access to the necessary project supports, tools and resources.

A kick-off meeting will be scheduled by the Contractor immediately upon contract execution to introduce key project staff and review project activities and timelines.

**Deliverable 6a. Monthly Progress Reports**

The Contractor will submit monthly progress reports that detail:

- Project activities in the prior month, deliverables achieved by task
- Problem identification and proposed resolutions (where appropriate)

**Deliverable 6b. Weekly Contract Management Meetings**

Thirty-minute check-in calls will serve as a time to discuss contractual and administrative topics. The Contractor will distribute an agenda prior to the call that lists decisions to be made during the call. Brief meeting notes will be circulated after the call with a list of action items. The Contractor must use the time to provide updates and ask questions to move the project forward.

The State Evaluation Director will be available daily and/or on an as needed basis to provide information and State-based project support.

**Deliverable 6c. Monthly Steering Committee Meetings**

The Contractor will work with the Evaluation Director to set agendas for monthly VHCIP Evaluation Steering Committee one-hour meetings that provide a forum to report progress, findings and obtain feedback.





**The Contacts for this Award are as Follows:**

	<u>State Fiscal Manager</u>	<u>State Program Manager</u>	<u>Contractor</u>
Name:	Kate Jones	Annie Paumgarten	Susan Grantham
Phone #:	802-355-1355	802-272-8602	617-482-9485
E-mail:	kate.jones@vermont.gov	annie.paumgarten@vermont.gov	susan_grantham@jsi.com

**Notices to the Parties Under this Agreement:**

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

	STATE REPRESENTATIVE	CONTRACTOR
Name	Annie Paumgarten	Susan Grantham
Address	89 Main Street, Third Floor, City Center Montpelier, Vermont 05620	44 Farnsworth Street, Boston, MA 02210
Email	annie.paumgarten@vermont.gov	susan_grantham@jsi.com

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

**GMCB Monitoring of Contract:**

The parties agree that the GMCB official State Program Manager is primarily responsible for the review of invoices presented by the Contractor.

**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:

Georgia Maheras  
[georgia.maheras@vermont.gov](mailto:georgia.maheras@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 amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor shall be paid for services actually performed, up to the maximum allowable amount specified in this contract. The payment schedule for services performed, and any additional reimbursements, are included in this Attachment. The following provisions specifying payment are:

1. In consideration for the work to be performed by the Contractor, the State agrees to pay the Contractor the following firm fixed price of \$628,391.00. The firm fixed price includes interim payment amounts payable following the State's acceptance of deliverables by task in Task 1, 2, 3, 4, 5, and 6 as set forth in the table that follows:

Tasks	Deliverables	Due Date	Pay Date	\$
1. Environmental Scan & Site Visit Plan	1a. Environmental scan work plan	3/15/16		
	1b. Stakeholder Interviews	4/15/16		
	1c. Site selection matrix	4/29/16		
	1d. Draft site visit plan	5/13/16		
	1e. Final site visit plan	5/31/16	5/31/16	\$64,517
2. Site Visits, Interviews and Focus Groups	2a. Standardized site summary tool template and interview guide	5/13/16		
	2b. Master interview guide	5/13/16		
	2c. Pre-site visit meetings	6/15/16-8/15/16		
	2d. Site visits and interview dates list	6/15/16-8/15/16		
	2e. List of site staff in attendance	6/15/16-8/15/16		
	2f. 20 site visits and 10 interviews conducted	6/15/16-9/30/16		
	2g. Transcriptions completed	10/15/16		
	2h. Site visit/interview reports	6/16,7/16,8/16, 9/16, 10/16		
	2i. Focus group guide	5/13/16		
	2j. Focus group participant demographic survey	5/13/16		
	2k. Pre-notification letters	5/15/16-9/30/16		
	2l. List of focus group locations and times	5/13/16		
	2m. Outreach and engagement activities documented	9/15/16		
	2n. Final slate of anticipated participants by location	5/15/16-9/15/16		
	2o. 5 Focus groups conducted	5/15/16-9/15/16		
3. Provider Surveys	2p. Focus group demographic information	10/15/16		
	2q. Focus group themes summary	10/15/16		
	2r. Focus group transcripts	10/15/16		
	2s. Final report	10/31/16	10/31/16	\$179,618
	3a. List of physicians and mid-levels	6/15/16		
	3b. List of care integration professionals	6/15/16		
	3c. Scannable version of provider survey	9/15/16		
	3d. Scannable version of care coordinator survey	9/15/16		
	3e. On-line version of provider survey	9/15/16		
	3f. On-line version of care integration professional survey	9/15/16		
3g. Response rate report for physicians/mid-levels	11/30/16			
3h. Response rate report for care integration professionals	11/30/16			
3i. Frequency distributions on all variables from clean data file of physician survey	11/30/16			
3j. Frequency distributions on all variables from clean data file of care coordinator survey	11/30/16			

Tasks	Deliverables	Due Date	Pay Date	\$
	3k. Reliability coefficients for all constructs that are made up of multiple items	2/15/17		
	3l. Report on provider and care integration professional survey	5/15/17		
	3m. Executive summary of provider and care integration professional survey	5/15/17		\$156,871
4. Evaluation Findings	4a. List of data sources being merged with qualitative and quantitative findings	Monthly	4/30/16	\$7066
	4b. List of data elements with timing and frequency	5/31/16	7/31/16	\$7066
	4c. Final Evaluation Report	10/15/17	10/31/16	\$7066
			1/31/17	\$7066
			4/30/17	\$7066
			7/31/17	\$7066
			10/31/17	\$7066
	Total:		Total:	\$49,460
5. Learning Dissemination Plan	5a. Stakeholder Communication Matrix	5/31/16	4/30/16	\$20,771
	5b. Draft Learning Dissemination Plan	6/15/16	7/31/16	\$20,771
	5c. Final Learning Dissemination Plan	9/15/16	10/31/16	\$20,771
	5d. Monthly email distribution to update stakeholders on findings	8/2016-10/2017	1/31/17	\$20,771
	5e. 6 Webinars		4/30/17	\$20,771
	5f. 4 Issue Briefs		7/31/17	\$20,771
	5g. 4 Non-Technical Report Summaries		10/31/17	\$20,771
	5h. 2 White papers		Total:	\$145,397
	5i. 5 blog posts for cross-posting on nationally recognized blogs and websites	3/1/16-10/31/17		
	5j. Participation in 2 national conferences			
6. Project Management	5k. Discussion sessions with stakeholder groups and follow up reports	8/1/16-10/31/17		
	5l. Recommendations for long-term dissemination and collaborative learning	10/15/17		
	6a. Monthly Progress Reports	Monthly	4/30/16	\$4,647
	6b. Weekly Contract Management Meetings	Weekly	7/31/16	\$4,647
	6c. Monthly Steering Committee Meetings	Monthly	10/31/16	\$4,647
			1/31/17	\$4,647
			4/30/17	\$4,647
			7/31/17	\$4,647
			10/31/17	\$4,647
			Total:	\$32,528

2. The Contractor will be paid based on documentation and itemization of work performed and included in invoicing as required by 32 VSA §463. Contractor will submit an invoice on a monthly basis to the State for services provided. Each invoice must include a unique invoice number, dates of service, itemized billing which is documented to reflect deliverables completed.
3. This contract is 100% funded through a federal grant opportunity. There is a 10% limit on indirect expenses according to the federal grant requirements.

Source of Funds: 100% Federal

CDFA Title: State Innovation Models: Funding for Model Design or Model Testing Assistance

CDFA Number: 93.624

Award Number: 1GICMS331181-01-00

Award Year: FFY2015

Federal Granting Agency: HHS, CMS/CMS Innovation Center

4. Payments for subcontractors, if any, will only be made upon approval (See Attachment C, #15).
5. Payments to the Contractor relating to this contract as outlined in the scope by work will be rendered only after review and acceptance from the State's Evaluation Director.
6. The Contractor agrees to a 5% retainage of the total contract fee subject to review, approval, and acceptance of Contractor's final report by the State. The State shall determine retainage, including any withholding or proration, of the total contract fee by deciding whether the Contractor's performance has met, to the State's satisfaction, the Contractor's requirements under Attachment A. Upon the state's acceptance of the final report, the Contractor shall submit a retainage statement to request any funds withheld.
7. The State will compensate Contractor under the terms of the contract for services performed through the term or effective date of termination of this engagement. Payment terms for this contract shall be NET 30 days from date an error free invoice. State shall pay Contractor in accordance with the aforementioned payment terms.
8. Upon full payment by the State, all products of the Contractor's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Contractor.
9. Invoices shall be submitted not more frequently than monthly to:

Janet Richard  
Green Mountain Care Board  
89 Main Street  
Montpelier, VT 05620

## 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.

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 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 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. 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 anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**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)

**Attachment D**  
**Other Contract Provisions**

**1. ORDER OF PRECEDENCE; CONTRACTOR DOCUMENTATION**

The parties specifically agree that any language or provisions contained in a Contractor Document is of no force and effect if such language or provisions conflict with the terms of Attachment C or Attachment D to this Contract. Further, in no event shall any Contractor Document: (a) require indemnification by the State of the Contractor; (b) waive the State's right to a jury trial; (c) establish jurisdiction in any venue other than the Superior Court of the State of Vermont, Civil Division, Washington Unit; (d) designate a governing law other than the laws of the State of Vermont; (e) constitute an implied or deemed waiver of the immunities, defenses, rights or actions arising out of State's sovereign status or under the Eleventh Amendment to the United States Constitution; or (f) limit the time within which an action may be brought hereunder.

For purposes of this Attachment D, "Contractor Document" shall mean one or more document, agreement or other instrument required by the Contractor in connection with the performance of the services set forth in Attachment A hereto, regardless of format.

Notwithstanding any other provision or other unilateral license terms which may be issued by Contractor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for the products and services being purchased by the State, as applicable, the components of which are licensed under the Contractor Documents, or the fact that such other agreement may be affixed to or accompany the products and services being purchased by the State, as applicable, upon delivery ("shrink wrap"), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

**2. TERM OF CONTRACTOR'S DOCUMENTS**

Contractor acknowledges and agrees that, to the extent a Contractor Document provides for alternate term or termination provisions, including automatic renewals, such sections shall be waived and shall have no force and effect. All Contractor Documents shall run concurrently with the term of this Contract; provided, however, to the extent the State has purchased a perpetual license to use the Contractor's software, hardware or other services, such license shall remain in place unless expressly terminated in accordance with the terms of this Contract.

**3. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING**

**3.1 Confidentiality of Contractor Information.** The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the State in connection with this Contract are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. The State will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including,

but not limited to, trade secrets, proprietary information or financial information, including any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to the Contractor, and which gives the Contractor an opportunity to obtain business advantage over competitors who do not know it or use it.

The State shall immediately notify Contractor of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Contractor information. Contractor may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such information under applicable State law within three business days of the State's receipt of any such request. Contractor agrees that it will not make any claim against the State if the State makes available to the public any information in accordance with the Access to Public Records Act or in response to a binding order from a court or governmental body or agency compelling its production. Contractor shall indemnify the State for any costs or expenses incurred by the State, including, but not limited to, attorneys' fees awarded in accordance with 1 V.S.A. § 320, in connection with any action brought in connection with Contractor's attempts to prevent or unreasonably delay public disclosure of Contractor's information if a final decision of a court of competent jurisdiction determines that the State improperly withheld such information and that the improper withholding was based on Contractor's attempts to prevent public disclosure of Contractor's information.

The State agrees that (a) it will use the Contractor information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Contractor information as it provides to protect its own similar confidential and proprietary information; (c) except as required by the Access to Records Act, it will not disclose such information orally or in writing to any third party unless that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the Contractor's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity.

Contractor may affix an appropriate legend to Contractor information that is provided under this Contract to reflect the Contractor's determination that any such information is a trade secret, proprietary information or financial information at time of delivery or disclosure.

**3.2 Confidentiality of State Information.** In performance of this Contract, and any exhibit or schedule hereunder, the Party acknowledges that certain State Data (as defined below), to which the Contractor may have access may contain individual federal tax information, personal protected health information and other individually identifiable information protected by State or federal law. Before receiving or controlling State Data, the Contractor will have an information security policy that protects its systems

and processes and media that may contain State Data from internal and external security threats and State Data from unauthorized disclosure, and will have provided a copy of such policy to the State. State Data shall not be stored, accessed from, or transferred to any location outside the United States.

Unless otherwise instructed by the State, Contractor agrees to keep confidential all information received and collected by Contractor in connection with this Contract ("State Data"). The Contractor agrees not to publish, reproduce, or otherwise divulge any State Data in whole or in part, in any manner or form or authorize or permit others to do so. Contractor will take reasonable measures as are necessary to restrict access to State Data in the Contractor's possession to only those employees on its staff who must have the information on a "need to know" basis. The Contractor shall use State Data only for the purposes of and in accordance with this Contract. The Contractor shall provide at a minimum the same care to avoid disclosure or unauthorized use of State Data as it provides to protect its own similar confidential and proprietary information.

The Contractor shall promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for State Data to which the Contractor or any third party hosting service of the Contractor may have access, so that the State may seek an appropriate protective order.

**3.3 Back-Up Policies:** The Contractor's back-up policies have been made available to the State upon execution of this Contract under separate cover. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

**3.4 Security Breaches; Security Breach Reporting.** To the extent the Contractor or its subcontractors, affiliates, or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor acknowledges that in the performance of its obligations under this Contract, it will be a "data collector" pursuant to Chapter 62 of Title 9 of the Vermont Statutes (9 V.S.A. §2430(3)). The Contractor shall have policies and procedures in place for the effective management of Security Breaches, as defined below.

In the event of any actual security breach or reasonable belief of an actual security breach the Contractor either suffers or learns of that either compromises or could compromise State Data (including, as applicable, PII, PHI or ePHI) in any format or media, whether encrypted or unencrypted (for example, but not limited to: physical trespass on a secure facility; intrusion or hacking or other brute force attack on any State environment; loss or theft of a PC, laptop, desktop, tablet, smartphone, removable data storage device or other portable device; loss or theft of printed materials; or failure of security policies). (collectively, a "Security Breach"), the Contractor shall immediately determine the nature and extent of the Security Breach, contain the incident by stopping the unauthorized practice, recover records, shut down the system that was breached, revoke access and/or correct weaknesses in physical security. Contractor shall analyze and document the incident and provide the required notices, as set forth below.

In accordance with Section 9 V.S.A. §2435(b)(3), the Contractor shall notify the Office of the Attorney General, or in the case of a Security Breach by a data collector regulated by the Vermont Department of Financial Regulation ("DFR"), DFR, within fourteen (14) business days of the Contractor's discovery of the Security Breach. The notice shall provide a preliminary description of the breach. The foregoing notice requirement shall be included in the subcontracts of any of Contractor's subcontractors, affiliates or agents which may be "data collectors" hereunder. Except to the extent delayed upon request of law enforcement in accordance with 9 V.S.A. §2435(b)(4), within thirty days of the Security Breach or when the Contractor provides notice to consumers pursuant to this Contract, whichever is sooner, the Contractor shall report to the State: (i) the nature of the Security Breach; (ii) the State Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the State.

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes and all applicable State and federal laws, rules or regulations) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification. Further, the Contractor agrees to fully cooperate with the State, assume responsibility for such notice if the State determines it to be appropriate under the circumstances of any particular Security Breach, and assume all costs associated with a Security Breach, including but not limited to, notice, outside investigation and services (including mailing, call center, forensics, counsel and/or crisis management), and/or credit monitoring, in the sole determination of the State.

In addition to any other indemnification obligations in this Contract, the Contractor shall fully indemnify and save harmless the State from any costs, loss or damage to the State resulting from a Security Breach or the unauthorized disclosure of State Data by the Contractor, its officers, agents, employees, and subcontractors.

#### **4. SUBCONTRACTORS**

Contractor shall be responsible for directing and supervising each of its subcontractors and any other person performing any of the Work under an agreement with Contractor. Contractor has provided to the State a list of all subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers. Contractor shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing any of the Services under an agreement with Contractor or any subcontractor.

## 5. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

**5.1 General Representations and Warranties.** The Contractor represents, warrants and covenants that:

(i) The Contractor has all requisite power and authority to execute, deliver, and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.

(ii) There is no pending litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.

(iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.

(iv) The Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the Deliverables as set forth in this Contract; (b) shall be responsible for and have full authority to license all proprietary and/or third party software modules, including algorithms and protocols, that Contractor incorporates into its product; and (c) none of the Deliverables or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.

(v) The Contractor has adequate resources to fulfill its obligations under this Contract.

(vi) Neither Contractor nor Contractor's subcontractors have past state or federal violations, convictions, or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

**5.2 Contractor's Performance Warranties.** Contractor represents and warrants to the State that:

(i) All Deliverables will be free from material errors and shall perform in accordance with the specifications therefor.

(ii) Each and all of the services shall be performed in a timely, diligent, professional, and workmanlike manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment. At its own expense and without limiting any other rights or remedies of the State hereunder, the Contractor shall re-perform any services that the State has determined to be unsatisfactory in its reasonable discretion; the State shall have no obligation to pay for services it has determined to be unsatisfactory.

(iii) All Deliverables supplied by the Contractor to the State shall be transferred free and clear of any and all restrictions on the conditions of transfer, modification, licensing, sublicensing and free and clear of any and all lines, claims, mortgages, security interests, liabilities and encumbrances or any kind.

(iv) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.

**5.3 Limitation on Disclaimer.** The express warranties set forth in this Contract shall be in lieu of all other warranties, express or implied.

**5.4 Effect of Breach of Warranty.** If, at any time during the term of this Contract, software or the results of Contractor's work fail to perform according to any warranty of Contractor under this Contract, the State shall promptly notify Contractor in writing of such alleged nonconformance, and Contractor shall provide at no additional cost of any kind to the State, the maintenance required.

## 6. INDEMNIFICATION

The Contractor acknowledges and agrees that the laws and the public policy of the State of Vermont prohibit the State from agreeing to indemnify contractors and other parties. The Contractor agrees that, to the extent a Contractor Document expressly provides for or implies indemnification of the Contractor and/or other third parties by the State, such sections shall be waived and shall have no force and effect with respect to the State.

## 7. SOVEREIGN IMMUNITY

The Contractor acknowledges that 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 any such immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Contract.

## 8. DISPUTE RESOLUTION

**8.1 Governing Law; Jurisdiction.** The Contractor agrees that this Contract, including any Contractor Document, shall be governed by and construed in accordance with the laws of the State of Vermont and that any action or proceeding brought by either the State or the Contractor in connection with this Contract shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Contractor irrevocably submits to the jurisdiction of such court in respect of any such action or proceeding. The State shall not be liable for attorneys' fees in any proceeding.

**8.2 Contractor Default.** The Contractor shall be in default under this Contract if Contractor commits any material breach of any covenant, warranty, obligation or certification under this Contract, fails to perform the Services in conformance with the specifications and warranties provided in this Contract, or clearly manifests an intent not to perform future obligations under this Contract, and such breach or default is not cured, or

such manifestation of an intent not to perform is not corrected by reasonable written assurances of performance within thirty (30) days after delivery of the State's notice period, or such longer period as the State may specify in such notice.

**8.3 Trial by Jury.** The Contractor acknowledges and agrees that public policy prohibits the State from agreeing to arbitration and/or from waiving any right to a trial by jury. Therefore, Contractor further acknowledges and agrees that, to the extent a Contractor Document expressly provides for arbitration or waiver of the State's right to a jury trial of the Contractor and/or other third parties by the State, such sections shall be waived and shall have no force and effect with respect to the State.

**8.4 Trade Secret, Patent, and Copyright Infringement.** The State shall not be deemed to waive any of its rights or remedies at law or in equity in the event of Contractor's trade secret, patent and/or copyright infringement.

**8.5 Limits on Actions Prohibited.** The Contractor acknowledges and agrees that 12 V.S.A. § 465 renders null and void any contractual provision which limits the time in which an action may be brought under the contract, or waives the statute of limitations.

**8.6 Continuity of Performance.** In the event of a dispute between the Contractor and the State, each party will continue to perform its obligations under this Contract during the resolution of such dispute unless and until this Contract is terminated in accordance with its terms.

## 9. REMEDIES FOR DEFAULT

In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

## 10. CONTRACTOR BANKRUPTCY

Contractor acknowledges that if Contractor, as a debtor in possession, or a trustee in bankruptcy in a case under Section 365(n) of Title 11, United States Code (the "Bankruptcy Code"), rejects this Contract, the State may elect to retain its rights under this Contract as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the State to Contractor or the Bankruptcy Trustee, Contractor or such Bankruptcy Trustee shall not interfere with the rights of the State as provided in this Contract, including the right to obtain the State Intellectual Property.

## 11. ACCESS TO STATE DATA; RETURN OF PROPERTY

**11.1 Access to State Data.** Within ten (10) business days of a request by State, the Contractor will make available to State a complete and secure (i.e. encrypted and appropriately authenticated) download file of State Intellectual Property and State Data in a format acceptable to State including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format. *Provided, however,* in the event the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general

assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors, the Contractor shall immediately return all State Intellectual Property and State Data to State control; including, but not limited to, making all necessary access to applicable remote systems available to the State for purposes of downloading all State Data.

**11.2 Return of Property.** Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to State all State Intellectual Property and State Data (including without limitation any Deliverables for which State has made payment in whole or in part), that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such State property is expressed or embodied at that time.

The Contractor's policies regarding the retrieval of data upon the termination of services have been made available to the State upon execution of this Contract under separate cover. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

## 12. AUDIT

Contractor will maintain and cause its permitted contractors to maintain a complete audit trail of all transactions and activities, financial and non-financial, in connection with this Contract. Contractor will provide to the State, its internal or external auditors, clients, inspectors, regulators and other designated representatives, at reasonable times (and in the case of State or federal regulators, at any time required by such regulators) access to Contractor personnel and to any and all Contractor facilities or where the required information, data and records are maintained, for the purpose of performing audits and inspections (including unannounced and random audits) of Contractor and/or Contractor personnel and/or any or all of the records, data and information applicable to this Contract. At a minimum, such audits, inspections and access shall be conducted to the extent permitted or required by any laws applicable to the State or Contractor (or such higher or more rigorous standards, if any, as State or Contractor applies to its own similar businesses, operations or activities), to (i) verify the accuracy of charges and invoices; (ii) verify the integrity of State Data and examine the systems that process, store, maintain, support and transmit that data; (iii) examine and verify Contractor's and/or its permitted contractors' operations and security procedures and controls; (iv) examine and verify Contractor's and/or its permitted contractors' disaster recovery planning and testing, business resumption and continuity planning and testing, contingency arrangements and insurance coverage; and (v) examine Contractor's and/or its permitted contractors' performance of the Services including audits of: (1) practices and procedures; (2) systems, communications and information technology; (3) general controls and physical and data/information security practices and procedures; (4) quality initiatives and quality assurance, (5) contingency and continuity planning, disaster recovery and back-up procedures for processes, resources and data; (6) Contractor's and/or its permitted contractors' efficiency and costs in performing Services; (7) compliance with the terms of this Contract and applicable laws, and (9) any other matters reasonably requested by the State. Contractor shall provide and cause its permitted contractors to provide full cooperation to such auditors, inspectors, regulators and representatives in connection with audit functions and with regard to examinations by regulatory authorities, including the installation and operation of audit software.

**13. CONFLICTS OF INTEREST**

Contractor agrees that during the term of this Contract, its performance shall be solely in the best interest of the State. Contractor will not perform services for any person or entity which has also contracted with the State of Vermont in connection with the same project, without express written consent of the State. Contractor shall fully disclose, in writing, any such conflicts of interest, including the nature and extent of the work to be performed for any other person or entity so that the State may be fully informed prior to giving any consent. Contractor agrees that the failure to disclose any such conflicts shall be deemed an event of default under this Contract, and this Contract shall be terminable immediately.

**14. MISCELLANEOUS**

**14.1 Taxes.** Most State purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The Contractor agrees to pay all Vermont taxes which may be due as a result of this Contract.

**14.2 Force Majeure.** Neither the State nor the Contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control making it illegal or impossible to perform their obligations under this Contract, including without limitation, acts of God, acts of civil or military authority, fires, floods, earthquakes or other natural disasters, war or riots. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Contract, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**15. Further Obligations Regarding Protected Information.**

Contractor shall assure compliance by the State and Contractor of any and all obligations the State or Contractor may have under HIPAA and any other applicable state or federal law regarding protected health, personal, or otherwise confidential information.

**16. Prior Approval of Workers.**

The state shall have the right to approve any personnel the Contractor proposes to assign to work requested by the State prior to the commencement of such work. If the proposed personnel of the Contractor are not acceptable to the State, the State may choose to withdraw the assignment of such work from the Contractor, and Contractor will assign personnel acceptable to the State. The State's right to request replacement of Contractor personnel hereunder relates solely to the removal of individuals from work on this contract with the State and does not create any employment or principal-agent relationship.

Nothing in this contract authorizes the State to direct the Contractor's termination of, or other adverse action related to, the employment of any individual.

**17. OWNERSHIP AND LICENSE IN DELIVERABLES**

**17.1 Contractor Intellectual Property.** Contractor shall retain all right, title and interest in and to all Contractor Intellectual Property that Contractor delivers to the State in accordance with Attachment A of this Contract. "Contractor Intellectual Property" means any intellectual property, tangible or intangible, that is owned by Contractor and contained in or necessary for the use of the items that Contractor is required to deliver to the State under this Contract, including Work Product ("Deliverables"). Should the State require a license for the use of Contractor Intellectual Property in connection with the development or use of the Deliverables, the Contractor shall grant the State a royalty-free license for such development and use. For the avoidance of doubt, Work Product shall not be deemed to include Contractor Intellectual Property, provided the State shall be granted an irrevocable, perpetual, non-exclusive royalty-free license to any such Contractor Intellectual Property that is incorporated into Work Product.

**17.2 State Intellectual Property; State Intellectual Property; User Name.** The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by Contractor hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, "State Intellectual Property").

Contractor may not use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall the Contractor claim any security interest in State Intellectual Property.

**17.3 Work Product.** All Work Product shall belong exclusively to the State, with the State having the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, all patents and copyrights, and all applications and registrations, renewals and continuations thereof and/or any and all other appropriate protection. To the extent exclusive title and/or complete and exclusive ownership rights in and to any Work Product may not originally vest in the State by operation of law or

otherwise as contemplated hereunder, Contractor shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to the State all right, title and interest therein.

“Work Product” means any tangible or intangible ideas, inventions, improvements, modifications, discoveries, development, customization, configuration, methodologies or processes, designs, models, drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, work of authorship, specifications, operating instructions, procedures manuals or other documentation, technique, know-how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection), that is specifically made, conceived, discovered or reduced to practice by Contractor, either solely or jointly with others, pursuant to this Contract. Work Product does not include Contractor Intellectual Property or third party intellectual property.

To the extent delivered under this Contract, upon full payment to Contractor in accordance with Attachment B, and subject to the terms and conditions contained herein, Contractor hereby (i) assigns to State all rights in and to all Deliverables, except to the extent they include any Contractor Intellectual Property; and (ii) grants to State a perpetual, non-exclusive, irrevocable, royalty-free license to use for State’s internal business purposes, any Contractor Intellectual Property included in the Deliverables in connection with its use of the Deliverables and, subject to the State’s obligations with respect to Confidential Information, authorize others to do the same on the State’s behalf. Except for the foregoing license grant, Contractor or its licensors retain all rights in and to all Contractor Intellectual Property.

The Contractor shall not sell or copyright a Deliverable without explicit permission from the State.

If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor Intellectual Property or Contractor Intellectual Property developed outside of this Contract with no assistance from State.