

1. **Parties:** This is a Grant Agreement for services between the State of Vermont, Green Mountain Care Board (hereafter called "GMCB"), and Pooled Clinical Data Partners, Inc. with a principal place of business at 16 Cavendish Court, Lebanon, NH 03766 (hereafter called "Grantee"). It is the Grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The subject matter of this Grant Agreement is to provide professional services to initiate and support a payment reform pilot project for patients who receive specialized oncology services at the Norris Cotton Cancer Center at Dartmouth Hitchcock. A detailed description of the Grantee Services are described in Attachment A.
3. **Maximum Amount:** In consideration of services to be performed by the Grantee, GMCB agrees to pay the Grantee, per payment provisions specified in Attachment B, a sum not to exceed \$25,006.25.
4. **Grant Term:** The effective date of this Grant Agreement shall be January 1, 2012 and end on February 29, 2012.
5. **Source of Funds:** State      \$ 25006.25      Special      \$ 0.00      GC      \$0.00
6. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this procurement grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the GMCB and Grantee.
7. **Cancellation:** This procurement grant agreement may be suspended or cancelled by either party by giving the other party written notice at least 30 days in advance. Notwithstanding this provision, if a governmental agency with due authority determines that a program or facility operated by the Grantee, wherein services authorized under this procurement grant are provided, is not in compliance with State and Federal law or is operating with deficiencies that pose immediate jeopardy to a child's health, welfare or safety, the GMCB may terminate this procurement grant immediately and notify the Grantee accordingly. Also, in the event that federal funds or the funds to be provided by other parties participating in the Pilot Project supporting this procurement grant become unavailable or are reduced, the GMCB may cancel this procurement grant with no obligation to pay the Grantee from State revenues.
8. **Contact Persons for this Award:**

	<u>For the GMCB</u>	<u>For the Grantee</u>
Name:	Georgia Maheras	M. Weston Chapman
Phone #:	802-828-2919	603-727-7300
E-mail:	Georgia.maheras@state.vt.us	wes@pcdpartners.com
9. **Fiscal Year:** Grantee's fiscal year starts on January 1 and ends on December 31.

**10. Attachments:** This Grant consists of 7 pages including the following attachments which are incorporated herein:

- Attachment A – Scope of Work to be Performed
- Attachment B – Payment Provisions
- Attachment C – Customary State Contract and Grant Provisions
- Attachment D – Modifications of Insurance
- Attachment E – Business Associate Agreement

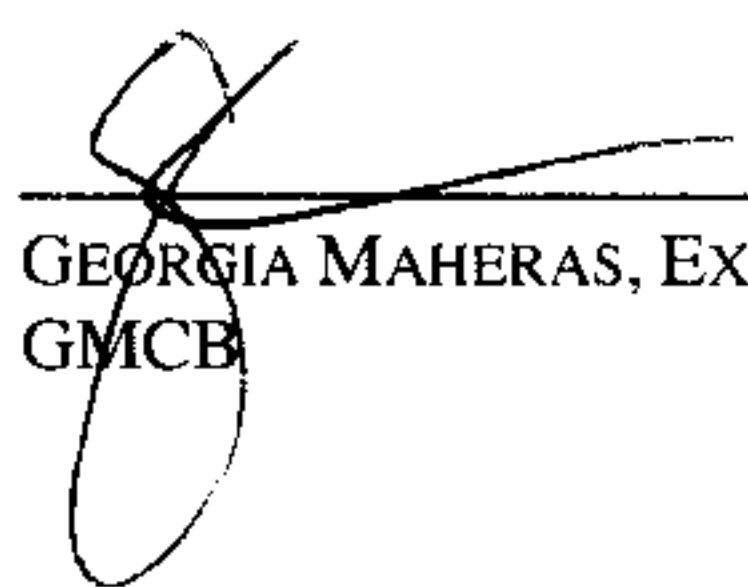
Order of precedence of these documents shall be as follows:

1. Attachment D – Modifications of Insurance
2. Attachment C – Customary State Contract and Grant Provisions
3. Attachment A – Specifications of Work to be Performed
4. Attachment B – Payment Provisions
5. Attachment E – Business Associate Agreement

**WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT.**

**BY THE GREEN MOUNTAIN CARE  
BOARD:**

**BY THE GRANTEE:**

  
\_\_\_\_\_  
GEORGIA MAHERAS, EXECUTIVE DIR.  
GMCB

2/1/12  
DATE

  
\_\_\_\_\_  
M. WESTON CHAPMAN, CEO & PRESIDENT  
PCD PARTNERS LLC

1/27/2012  
DATE

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

The Grantee's responsibilities shall be as stated in Attachment A of the State of Vermont Grant Agreement # 03410-102-12 between the State of Vermont Department of Health Access and Pooled Clinical Data Partners, Inc. (the December 1, 2011 through February 29, 2012 Agreement).

**ATTACHMENT B  
PAYMENT PROVISIONS**

Grantee may invoice the GMCB up to the maximum amount of \$25,006.25 in accordance with the terms of Attachment B of the State of Vermont Grant Agreement # 03410-102-12 between the State of Vermont Department of Health Access and Pooled Clinical Data Partners, Inc. The GMCB will pay Grantee up to the maximum amount of \$25,006.25 in accordance with those terms for a work period beginning on January 1, 2012.

Invoices and reports shall be submitted to:

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

Remit payments to:

Accounts Receivable  
PCD Partners, LLC  
16 Cavendish Court  
Lebanon, NH 03766

**ATTACHMENT C  
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS**

The customary provisions for the Grant shall be as stated in Attachment C of the State of Vermont Grant Agreement # 03410-102-12 between the State of Vermont Department of Health Access and Pooled Clinical Data Partners, Inc.

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

The modification of customary provisions of Attachment C for this Grant shall be as stated in Attachment D of the State of Vermont Grant Agreement # 03410-102-12 between the State of Vermont Department of Health Access and Pooled Clinical Data Partners, Inc.

**ATTACHMENT E**  
**BUSINESS ASSOCIATE AGREEMENT**

The terms of Attachment E of the State of Vermont Grant Agreement # 03410-102-12 between the State of Vermont Department of Health Access and Pooled Clinical Data Partners, Inc. shall apply to this grant.