SEALED BID

REQUEST FOR PROPOSAL FOR

Vermont Health Care Innovation Project
State-led Evaluation

Expected RFP Schedule Summary:

DATE ISSUED	**11-17-2015**
QUESTIONS DUE	**11-25-2015 by 1:00 pm**
WRITTEN RESPONSES TO QUESTIONS	**12-1-2015**
BIDDERS' CONFERENCE CALL	**11-30-2015 at 10:00 am**
PROPOSALS DUE	**Revised 12-11-2015 by 1:00 pm**
DATE AND TIME OF BID OPENING	**Revised 12-11-2015 at 2:00 pm**
LOCATION OF BID OPENING	**Green Mountain Care Board 89 Main Street City Center, 2nd Floor Montpelier VT 05620**
SELECTION NOTIFICATION	**Revised 12-15-2015**
WORK START DATE	**Revised 1-22-2016**

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND AMENDMENTS ASSOCIATED WITH THIS RFP WILL BE POSTED AT:

http://www.vermontbidsystem.com/
http://gmcboard.vermont.gov/RFP

CONTACT AGENT: **Janet Richard**
MAILING ADDRESS: **Green Mountain Care Board**
89 Main Street
Montpelier, VT 05620

TELEPHONE: **(802) 828-1971**
E-MAIL: **Janet.Richard@vermont.gov**

SEALED BID INSTRUCTIONS

All bids must be sealed and must be addressed to the Green Mountain Care Board, 89 Main Street, Montpelier, Vermont 05620. BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE REQUISITION NUMBER AND/OR BID TITLE, OPENING DATE AND NAME OF BIDDER. **ALL BID SUBMISSIONS MUST CONTAIN AN ORIGINAL AND FIVE (5) COMPLETE COPIES and one electronic copy, which may be submitted on a CD or to the following email address: Janet.Richard@vermont.gov**

All bidders are hereby notified that sealed bids must be in the office of the Green Mountain Care Board (GMCB) by the bid due date and time. Bidders are cautioned that it is their responsibility to originate the sending of bids in sufficient time to insure receipt by the GMCB on or before the bid due date. Hand-carried bids shall be delivered to a representative of the GMCB on or before the bid due date and stamped in by the GMCB representative to indicate the date and time of receipt. Bids not in possession of the GMCB by the due date and time will not be considered.

The GMCB may change the date and/or time of bid openings. If a change is made, the GMCB will make a reasonable effort to inform all bidders.

All bids will be opened publicly. Any interested party may attend bid openings. Bid results may be requested in writing and are available once an award has been made.

From the issue date of this RFP until a Contractor is selected and the selection is announced, bidders are prohibited from communicating with any GMCB staff regarding this procurement, except with Janet Richard, Administrative Support Coordinator.

The GMCB shall reserve the right to reject the proposal if this provision is violated.

FAXED BIDS: **FAXED bids will NOT be accepted.**
ELECTRONIC BIDS: ELECTRONIC bids are required in addition to the hard copies.

Table of Contents

1. Overview and General Information

Overview of the Vermont Health Care Innovation Project

Vermont's State Improvement Model (SIM) grant project, referred to as the Vermont Health Care Innovation Project (VHCIP), is expending $45 million in SIM grant funds to promote the "Triple Aim" objectives through the transformation of the State's volume-driven delivery system to one that is value-driven. 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. SIM Initiatives are comprised of two complementary components:

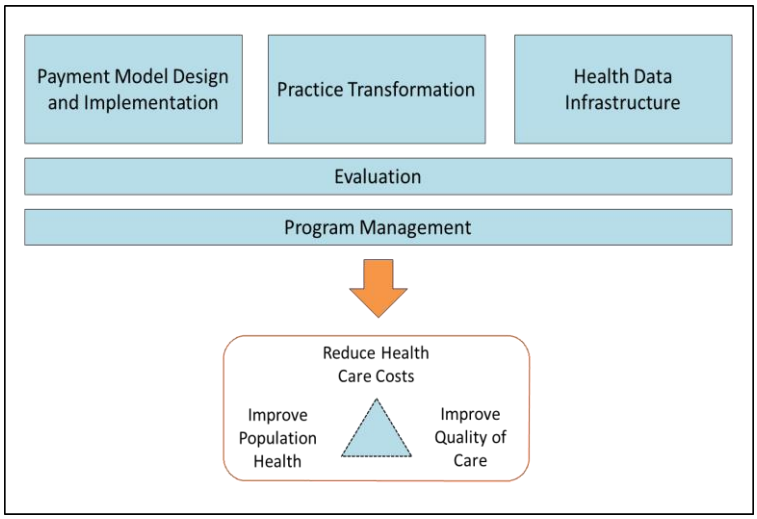
- **State Innovation Models**. Comprehensive approaches to transforming the health system of a state that include new payment and delivery models as well as a broad array of other strategies to improve population health.
- **Payment and delivery models**. Specific models, such as accountable care organizations (ACOs), patient-centered medical homes (PCMHs), or other integrated care models, that when combined with new payment methodologies can reward the provision of better care and health improvements at lower cost.

The SIM Initiative was created by the Patient Protection and Affordable Care Act (ACA) and is administered by the Center for Medicare & Medicaid Innovation (CMMI). It is based on the premise that Governor-sponsored, multi-payer payment and delivery models that have broad stakeholder input and engagement, and set in the context of broader state innovation, will achieve sustainable delivery system transformation that significantly improves health system performance.

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 is supporting the design, implementation, and evaluation of a variety of activities that build upon the State's health insurance reforms and experiences gained as an early adopter of innovative delivery and payment models.

Overall, VHCIP seeks to use SIM funds to strive towards better care, better health and lower costs. In Vermont's SIM implementation, the Triple Aim is advanced through a series of tasks that fall under five major focus areas:

- **Payment Model Design and Implementation**: Supporting creation and implementation of value-based payments for providers in Vermont across all payers.
- **Practice Transformation**: Enabling provider readiness and encouraging



practice transformation to support creation of a more integrated system of care management and care coordination for Vermonters.

- **Health Data Infrastructure**: Supporting provider, payer, and State readiness to participate in alternative payment models by building an interoperable system that allows for sharing of health information to support optimal care delivery and population health management.
- **Evaluation:** Assessing whether program goals are being met.
- **Program Management and Reporting:** Ensuring an organized project.

For detailed information about the Vermont Health Care Innovation project, please visit the following link: www.healthcareinnovation.vermont.gov

Please see the VHCIP Year 3 Operational Plan for the most current information on project status:

http://healthcareinnovation.vermont.gov/sites/hcinnovation/files/Resources/Vermont_Year_3_Operational_Plan_11.02.2015.pdf

In particular, bidders should review pages 59 – 61 in the Year 3 Operational Plan which shows a detailed logic model for the project. All bids should reflect an understanding of the major VHCIP project strategies with the associated milestones and metrics as depicted in the logic model.

VHCIP Evaluation Overview

Terms of the federal SIM grant require two evaluations: one conducted by the federal government and a state-led evaluation conducted by the state. The federal evaluation is longitudinal, summative and comparative across states. The SIM federal evaluation baseline annual report can be downloaded at www.cms.gov:

https://downloads.cms.gov/files/cmmi/SIM-Round1-ModelTest-FirstAnnualRpt_5_6_15.pdf

VHCIP State-led Evaluation is focused on activities that facilitate continuous improvement and evaluation of Vermont-specific pilots and innovations. The evaluation has two primary goals:

1. Provide timely feedback to inform corrections in the implementation and operation of VHCIP sponsored-initiatives, and
2. Generate actionable recommendations to guide Vermont state-leadership's decisions to scale-up and diffuse VHCIP-supported initiatives.

Vermont monitors its progress towards project goals and does rigorous continuous improvement by sharing information through a diverse set of vehicles including VCHIP work groups, multi-community learning collaboratives, stakeholder symposiums, public presentations, and regional community collaboratives. VHCIP continuous improvement activities help to inform SIM programmatic decision-making, facilitate shared learning across the project, and directly support quality improvement efforts at the regional, community, and organizational levels.

A primary source for SIM continuous improvement information is metrics results – the SIM Core measure set, the Shared Savings Program measure sets, a select sub-set of PCMH measures, and the RTI federal evaluation measure set. Other important sources include risk assessments, subject matter experts, surveys, and internal payer data analytics. Via the above varied means, continuous improvement information is regularly shared

with administrators, ACOs, providers, payers, advocates, community leaders, and consumers. This helps keep SIM on track to achieve project goals and milestones, and informs any course corrections as needed.

The three major areas of work outlined in this RFP 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.

2. Schedule of Events

Questions and Answers

Any Vendor requiring clarification of any section of this RFP or wishing to comment or take exception to any requirements or other portion of this RFP must submit specific questions in writing no later than November 25, 2015 by 1:00 pm. Questions may be e-mailed to or sent through the mail to: **Janet Richard, Green Mountain Care Board, 89 Main Street, Montpelier, VT 05620.** At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site http://gmcboard.vermont.gov/RFP. Every effort will be made to have these available as soon after the question period ends, contingent on the number and complexity of the questions.

Bidder's Conference

There will be a **bidders' conference call on November 30, 2015 at 10:00am**. The conference call number is: 1-877-273-4202 and the participant number is: 2252454.

Any change to the interpretation of the bid documents resulting from conference will be posted on the State's website http://gmcboard.vermont.gov/RFP

3. Scope of Work

State-led Evaluation Study

Research Questions

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 and GMCB leaders: 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 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 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 should 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 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?

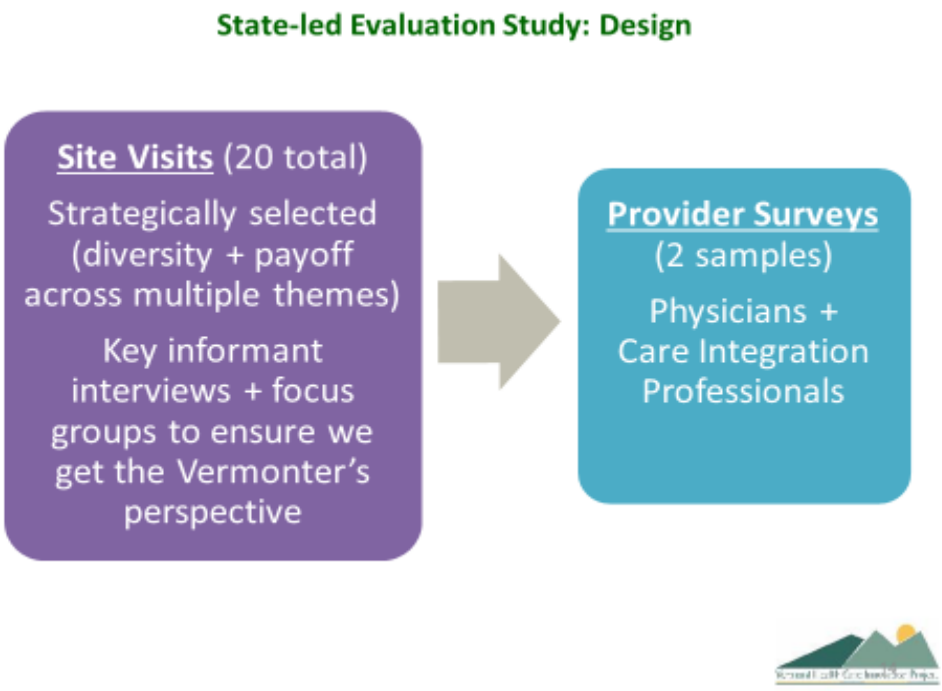
Work on this theme will incorporate inquiry into how providers monitored value and performance prior to SIM, whether/how health outcomes data at the community level impacts practice patterns, and the process by which providers learn and respond to results from measures communicated to them.

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.

Methodology

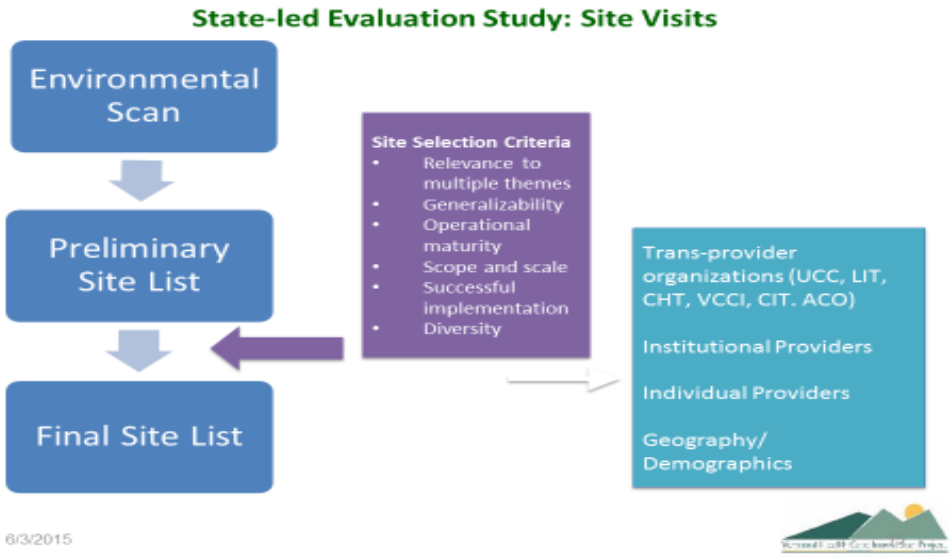


The State-led Evaluation Study design will be mixed-methods and cross-sectional. Primary tasks include qualitative site visits at strategically selected sites and two quantitative provider surveys.

Site Visits

Sites will be selected according to methods outlined below, and will also include a clear description of

how each site visit is intended to inform VHCIP initiative scalability recommendations.



The contractor will complete 20 in-person site visits in early 2016. Each trip will involve from three to five visits to different sites (e.g., a physician practice, Community Health Team office, ACO administrative office, Unified Community Collaborative meeting) identified as relevant to the state-led evaluation. Site visits will be supplemented by 10 additional hour-long phone conferences with moderate priority sites or sites the contractor are not able to schedule for in-person visits.

The specific sites to be visited or scheduled for phone conferences will be identified through the following three-step process:

Environmental Scan. The contractor will collect and review Vermont-specific information related to each of the three research themes. For the care coordination/integration theme, for example, the contractor might identify, collect and review materials from the published and grey literature that are related in any way to care integration in Vermont. Conversations with VHCIP leaders or other individuals with expertise related to any of the three research themes will be combined with review of relevant documents.

Example Activities for Environmental Scan by Theme

Focus	Use of Data Theme	Care Integration/Coordination	Payment Reform
Document Review	GMCB Website VHCIP Quality and Performance Measures Workgroup materials ACO meeting notes collected by the contractor and documents distributed at ACO meetings PubMed/Google searches for published/gray literature	GMCB Website VHCIP Care Models and Care Management website Interim reports from sub grantees PubMed/Google searches for published/gray literature	GMCB Website VHCIP Payment Reform Workgroup materials PubMed/Google searches for published/gray literature
Possible Key Informants	Vermont Medical Association Amy Cooper, Healthfirst Pat Jones ACO leaders	Pat Jones Mary Kate Mohlman/Blueprint CHT leaders Bistate Primary Care Association VCCI/DVHA Vermont Care Network/Vermont Care Partners	Richard Slusky Vermont Association of Hospitals and Health Systems ACO leaders

Develop a preliminary list of sites. Based on interviews with VHCIP leaders and the environmental scan, the contractor will develop a preliminary list of sites to consider. Where there is doubt as to appropriateness of a site the contractor will err on the side of inclusion and formally assess its suitability later, as summarized below. The preliminary site visit list will be shared with VHCIP leaders in order to assess if any essential sites have been omitted or whether any sites known to be unsuitable have been included.

Identify a final set of sites to be visited. The contractor will review the preliminary list of sites and select a final set of candidate sites based on the following criteria:

- Relevance to multiple research themes: The contractor will favor sites where the contractor can conduct discussions that are relevant to more than one research theme. For example, the contractor would favor a primary care practice that has an innovative care management model and also participates in OneCare Vermont's clinical and economic data communication over a practice that has a key feature that addresses one theme alone. Selecting sites in this way will make the most efficient use of travel time and resources by enabling us to ask questions across multiple research themes to multiple informants at the same site.
- Generalizability: Does the site have the potential to yield findings that are broadly applicable or is the site unique in many ways that would limit generalizability?
- Operational maturity: Has the site been in place long enough to yield experiences that informants can reflect upon?
- Scope and scale: Is the site involved in programs or activities that are intended to reach a large portion of Vermont residents?
- Implementation: The contractor will favor sites that have had at least some success in the programs or activities with which it is involved, but balance these with some sites that have had less success.

- Diversity: The contractor will work to ensure that sites selected for visits represent the diversity of activities that are taking place in Vermont. At a minimum the contractor will consider sites in the following groups:
    - Payers
    - SIM pilot/sub-grantee status
    - The contractor will include sites/programs that are SIM pilots and/or sub grantees as well as sites that are not directly part of the SIM grant as relevant to assess the SIM initiatives.
    - Trans-provider organizations.
    - Unified Community Collaboratives, Local Interagency Teams or other interdisciplinary teams that drive care and service coordination at the policy level.
    - Community Health Teams, Vermont Chronic Care Initiative, Children's Integrated Services teams and other interdisciplinary teams that drive care and service coordination at the individual case level
    - Institutional Providers
    - Hospitals
    - Long term care facilities
    - Individual Provider Practices
    - Primary care practices and specialist practices
    - Small independent practices and larger hospital-owned practices
    - PCMH and Non-PCMH
    - ACO participant and non-participant
    - Heavy VHCIP and/or Blueprint involved and no involvement
    - High performing practices and underperforming practices
    - PCMHs with unique approaches to coordination/integration of behavioral health, substance abuse, alternative health and/or other multi-disciplinary care coordination
    - Geography/demographics
    - Across HSAs
    - Rural/urban
    - Serving low socio-economic status (SES) and non-low SES Vermonters
    - Consumers

The contractor will attempt to schedule focus groups with consumers in at least 5 different HSAs as part of scheduled site visits. Focus group participants will be recruited with the assistance of local contacts (e.g., care coordination programs, CHTs, provider offices, FQHCs or health-focused community-based organizations) relying on a systematic approach to sampling rather than allowing providers or program staff to select participants. Focus groups will include consumers from all payer types. And, the contractor will include Medicaid beneficiaries, dual-eligibles and uninsured Vermonters in at least one group.

Schedule Site Visits

Site visits will be scheduled in order to most efficiently utilize time and travel resources. Once the final site visit plan is approved, site visits will be organized to capitalize on geographic location and consolidate visits. For example, if there were four sites between Burlington and Montpelier included in the final Site Visit Plan, the contractor would identify a tentative window of 2-3 weeks during the field period where a trip to that region might occur. After a window has been identified, the contractor will

reach out via telephone to contacts at each site to ascertain availability for the personnel with whom the contractor needs to meet. Where availability of the majority of interviewees does not match with the tentative site visit window, the contractor will adjust the window as necessary.

Conduct Site Visits

Once the schedule has been finalized, the contractor will prepare to conduct the site visits. In addition to arranging for logistical details such as travel and a community-based (library, community center) location for any focus groups, the contractor will prepare site- and interviewee-specific interview guides based on the research themes appropriate to the site. For example, at a large primary care practice that participates in an ACO and participates in a VHCIP-funded care model project, the contractor would likely draw from the care coordination, data use and payment model themes.

The contractor should plan to conduct interviews with individuals across a variety of roles in the course of site visits. Interviews related to the use of data theme will include physicians (both primary care and specialists), mid-level providers such as physician assistants and nurse practitioners, as well as leaders from organizations which analyze and transmit quality and cost data to physicians (e.g., ACOs, Unified Community Collaboratives and payers). Interviews on the payment reform theme will include payment reform leaders, physicians/mid-levels and representatives from payers. The care integration theme will include interviews with a wide variety of individuals involved in care integration and coordination, potentially including physicians/mid-levels, nurses, social workers, mental health providers, community health workers and other individuals who play key roles in integrating and coordinating physical health, mental health and social services. Inclusion in the site visits will be determined more by the role played in care integration/coordination rather than an individual's formal job title, specialty or license.

Interview guides will be further customized by interviewee type. A practice manager interviewee, for example, would be unlikely to get detailed questions on the adequacy of clinical data exchange for care coordination/integration while a social worker involved in coordinating community services on hospital discharge would be unlikely to get detailed questions on the impact of financial incentives on clinical practice.

Develop Interview Guides. Following initial meetings with State staff, the contractor will develop draft interview guide(s) for each site visit. Semi-structured interview protocols should include broad questions asked of each respondent with encouragement to provide what information on the subject that they see as most important. In this way it is possible to solicit information that might be missed by a more narrowly constructed instrument. It also will allow the contractor to determine what the respondents believe are more important of the factors the contractor wish to explore, rather than imposing the interviewers' priorities on them. Finally, this allows unanticipated issues to be revealed which may be added to the protocol in subsequent interviews.

The contractor will prepare broad questions with a number of "probe questions" that reflect key theories underlying the analysis. This will allow the contractor to address issues of specific interest identified by Vermont. The contractor will not ask probe questions if the respondent spontaneously provides the information sought. However, if that information is not provided, the contractor will ask the questions.

This allows the research to benefit from both a semi-structured interview model, which allows maximum input from knowledgeable respondents, and the consistency and completeness of information characteristic of a more structured interview questionnaire.

All qualitative interviewer members who will participate in one or more site visits should receive training on how to use the interview guides, proper procedures for gaining consent to record interviews, and on expectations for note taking.

Conduct Interviews: Interviews should be conducted by more than one team member, each with relevant health policy expertise. Where discussion exceeds the time available for the interview and the interviewee is interested in sharing more observations, a follow-up phone call will be scheduled at a mutually convenient time. Where last-minute scheduling conflicts prevent an interview from occurring, a follow-up phone call will be scheduled to collect data as soon as possible after the team returns home.

Develop discussion guides for focus groups. In addition to the key informant interviews the contractor should plan to conduct on the site visits, the contractor will conduct a minimum of two care-integration focus groups to be conducted with Vermonters whose lives have been affected by care integration, broadly defined. The contractor will develop discussion guides for these groups based on the contractor's knowledge of the relevant literature and of the care integration landscape in Vermont.

Recruit for focus groups. Participants will be recruited by the contractor using a list of names and contact information obtained from staff of one or more car coordination/integration sites which the contractor visits. The contractor should send a pre-notification letter to invite the individual to attend the group and confidentially share their experiences. The contractor should call each potential participant to explain the purpose of the group, to answer any questions and to secure participation in the group. Individuals who agree to participate will receive a confirmation letter with details on time, date and location within seven days of expressing a willingness to participate and a phone call from the contractor the night before the focus group.

Conduct focus groups. The contractor will conduct focus groups in the late afternoon or early evening in a library or community center conference room that is within 30 minutes driving time for each prospective participant. The contractor will provide light refreshments for each group, childcare and limit the group to between 90 minutes and two hours total duration. Each group will be led by an experienced moderator and a note-taker. With participants' permission, the proceedings will be recorded and transcribed for qualitative analysis.

Qualitative Data Analysis

Data Sources and Coding. For coding and sorting of data, the contractor should plan to use qualitative software appropriate to qualitative data analysis. If the site visits yield planning documents or internal memoranda that are relevant to the discussions conducted with key informants, these will also be used for analysis. Coding of textual materials should take place in several steps. All interview or focus group transcripts should first undergo a structural coding, intended to identify text associated with a particular question in the interview guide. Subsequent to structural coding, all transcripts and other documents should be subject to advanced systematic coding and analysis. This approach is compatible with the

systematic structural coding that will have already been applied to the transcripts and also with a grounded theory approach. Grounded theory utilizes an iterative, inductive and deductive process and places great value on simple systematic procedures to allow emergence of findings or themes from qualitative data.

During the initial coding phase, the contractor will review transcripts to develop codes and categories, and to identify emergent themes. The contractor will then apply open coding to larger segments of text. During axial coding, we will note possible relationships between codes and code groups and develop descriptive sub codes and categories. Through constant comparative analysis, analysts may refine, restructure and reapply codes until saturation is reached. Saturation will be assessed in real time and is defined as the point in the coding process where new codes/themes no longer emerge from transcripts. As themes are identified and codes established they will be shared with Project Director and contractor members who participated in site visits for review and agreement. Inter-rater reliability will be assessed continuously during the coding process. Disagreements between coders will be resolved through discussion and mutual agreement and documented for future reference.

Analysis. Coded and sorted analysis files will be shared with the entire contractor team and will serve as the basis for creating written reports. Report authors, drawn from the contractor's senior staff, will review the codes most commonly assigned to transcripts to develop an idea of key themes or findings which emerged from the interviews and focus groups. Where possible, themes will be compared across different types of sites (small vs. large practices, primary vs specialty care, Community Health Teams staff vs provider office-based care coordinators). Quotes from interviews that effectively illustrate key themes will be extracted from transcripts to enhance the written report.

Provider Surveys

The evaluation contractor will design and field two surveys to document the experiences and perceptions of frontline care providers. One survey will focus on primary care and specialty physicians/midlevel providers and a second survey will focus on providers involved in care integration/coordination activities. The care integration/coordination survey population will be finalized following the completion of the qualitative phase of the study and may include a variety of provider types including nurses, social workers, mental health providers, community health workers and other individuals. Organizational role, rather than discipline, training or type of license, will serve as the inclusion criterion. The goal is to identify individuals across the health care system who play key roles in integrating and coordinating physical health, mental health and social services.

The survey effort will generate generalizable and consistently-measured perspectives related to each of the research themes included in the state-led evaluation and other topics of interest to Vermont. Each survey instrument will draw from and complement the qualitative findings generated by the site visits, that will provide in-depth information from a relatively small number of individuals acting in a diverse array of roles and settings.

Survey Development

Two separate survey instruments will be developed, one for physicians and one for providers engaged in

care integration. While the surveys will be targeted at distinct audiences and consist of different questions, there may be some overlap between the two instruments related to the care coordination research theme which is relevant to both target audiences.

In order to minimize respondent burden, the instruments developed by the contractor will be designed to be completed in no more than 15 minutes. Each survey will begin with a short introduction describing the purpose of the survey, the role of the contractor, and a statement regarding the confidentiality of responses. Each survey will contain roughly 20-30 questions depending on the length and complexity of the items.

Survey items from the literature as well as items created by the contractor will be included on both survey questionnaires. As a first priority, the contractor will seek to use or adapt items from instruments that have already been validated. After identifying key topics from qualitative inquiry which the contractor wishes to assess in the surveys the contractor will review the peer-reviewed literature for instruments which address similar topics. Candidate instruments that show acceptable reliability and validity in the literature will be assessed for appropriateness and adapted as necessary for use in either the provider or care-coordination/integration professional survey. Where existing instruments cannot be identified, the contractor will develop new items to assess the generalizability of findings from the qualitative inquiry. The contractor should indicate how new questions will be assessed tested for reliability and validity.

Related to care integration, for example, the contractor might find that lack of access to high speed internet is a challenge to effective care integration cited by informants across a number of sites. This finding could be developed into a closed-ended survey item that asks respondents to agree or disagree with the statement "Lack of high speed internet makes it hard to provide the best possible care for the patients I serve."

Each final survey instrument will be carefully pre-tested before being fielded. Before field testing, the face and content validity of survey items will be assessed through review by the contractor and VHCIP leaders. A survey methodologist will review the survey item by item with each test respondent to assess reliability by confirming that the respondent interprets the item as intended. Each survey instrument will be further tested by three to five individuals identified by VHCIP staff who have similar characteristics to targeted respondents (e.g. have care integration experience or are physicians) and who are willing to serve as volunteer testers. Phone or e-mail debriefs will be conducted with all second round testers. Debriefs will assess item-level reliability by confirming the questions are being interpreted as intended and that the wording of instructions and survey items is clear. The survey will be revised to take into account feedback gained from pilot participants before it is finalized and fielded.

Survey Population

For the physician provider survey, the contractor should plan to survey the universe of primary care and specialty physicians in Vermont, a total of approximately 1900 providers. With the assistance of VHCIP leaders, the contractor will request physician and physician assistant contact information from the Vermont Board of Medical Practice and nurse practitioner contact information from the Vermont Secretary of State. The contractor will remove from the list physicians who are not actively practicing,

who practice less than 50% in Vermont and consider removing specialties (e.g., pathology) that are likely to have limited feedback related to the state-led evaluation themes. The physician survey will essentially be a census. All physicians in the target population (actively practicing, 50%+ in Vermont, relevant specialties) will be included in the survey.

The care integration survey design will also focus on the universe of care integration providers, based on the operational definition of care integration established as part of the site visit plan. The current working definition includes professionals across the health care system who play key roles in integrating and coordinating physical health, mental health and social services for Vermonters.

The contractor should outline how many care integration providers will be surveyed. The target population for this survey will be developed both through the collection of systematic lists available from central sources (e.g., Blueprint CHT, VCCI staff listings) as well as through contacts with organizations with knowledge of care integration activities in individual practices and facilities (e.g., Vermont Health Care Association, Bi-state Primary Care Association). The design for the care integration survey is a census of all care integration providers meeting the criteria outlined in the working definition provided above.

Survey Protocol

The contractor should outline a methodologically rigorous proposal for fielding the two surveys and obtaining generalizable results. The distribution of the survey will be preceded by communication through existing channels (existing email distribution lists, provider professional association newsletters) to announce that a survey is forthcoming and to emphasize the importance of responding so that everyone's opinions can be recorded. Fielding surveys at provider meetings should be considered.

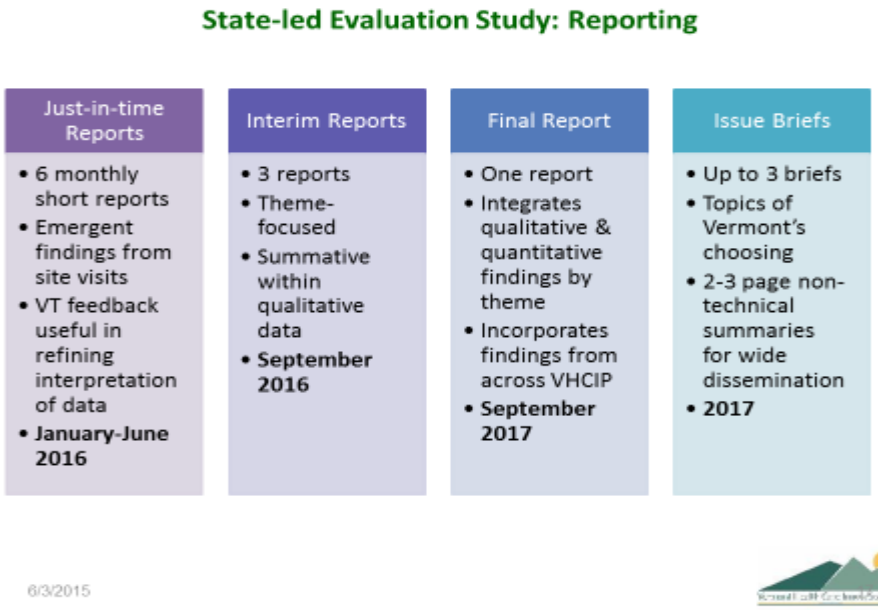
Steps should be taken to ensure the highest possible data quality. The contractor should consider assessing the extent and pattern of non-response and create non-response weights, strategic sampling methodology and assessing internal consistency reliability with Cronbach's α before analysis begins.

Survey analysis will focus on descriptive and comparative techniques. The contractor should expect, for example, to be able to compare attitudes toward quality measurement between providers who do and do not participate in an ACO, and to be able to compare responses from care integration providers who practice in rural communities to responses from those who practice in more highly populated areas.

Continuous variables should be analyzed with measures of central tendency and spread (mean/median/mode, standard deviation/interquartile range) and categorical variables analyzed with frequency tabulations. Where statistical testing across subgroups is possible, the contractor will use t-tests, one-way ANOVA, or Wilcoxon (Kruskal-Wallis) tests to assess subgroup differences in continuous variables and chi-squared tests to assess subgroup differences in categorical variables.

Reporting

The goal of reporting of results of the evaluation will be to provide Vermont feedback in a variety of ways to meet short-term and longer-term information needs.



While the site visits are in progress, the contractor will share emergent findings though a series of monthly site visit reports. After the site visits have concluded, the contractor will summarize qualitative findings in a series of theme-based interim reports. Near the end of the project, the contractor will summarize overall State-led Evaluation Study findings and weave them together with VHCIP project-wide findings to provide final reporting with recommendations to VHCIP leadership on VHCIP initiative scalability.

Tasks & Deliverables

Task	Deliverable(s)
Task 1: Develop Site Visit Plan Conduct environmental scan and background research to definitively identify sites that will be visited or interviewed by phone.	Draft Site Visit Plan Final Site Visit Plan
Task 2: Conduct Site Visits and Analyze Qualitative Data Execute the approved site visit plan by visiting or conducting phone calls with sites, performing analysis of qualitative data.	Draft discussion guides Final discussion guides
Task 3: Provider Surveys Identify key ideas from the findings developed as part of Task 2 and assess whether the findings are typical in statewide surveys focused on 1) uses of data for transformation among physicians/providers and 2) strengths and challenges related to care integration/coordination	Draft survey instruments Final survey instruments Field reports
Task 4: Reporting Provide a comprehensive written report summarizing and integrating findings from Tasks 2 and 3	Site Visit Reports Draft Interim Reports Final Interim Reports Draft final report Final report

Evaluation Findings

As stated in the introduction, this area of work includes 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.

Secondary data sources that should be integrated into final reporting and recommendations should include but not be limited to:

- SSP & Blueprint Measure Results
- VHCIP Survey Results
- Best Practices and Lessons Learned Documents

- VHCIP Provider Grants Evaluation Results
- CAHPS Survey Results
- RTI Evaluation Reports
- National literature/evidence related to recommendations
- State-led Evaluation Study Findings

Following is a table of provider grants that will provide evaluation information to be integrated into VHCIP Evaluation reporting, including VHCIP initiative scalability assessments and recommendations:

Grant Project	Project Lead
NSQIP Statewide Surgical Services Collaborative	VPQHC
Vermont Hospital Medicine 'Choosing Wisely' Program	VMS Education and Research Foundation
Screening, Brief Intervention, and Referral to Treatment (SIBRTH) in the Medical home (SiMH)	Central Vermont Medical Center
Mitigate Chronic Stress that leads to Chronic Disease	InvestEAP
Resilient Vermont: Workplace Behavioral Health Screening and Intervention	InvestEAP
System-wide Transitional Care Model (TCM) with high-risk patients	Southwestern Vermont Medical Center
Patient Self-Confidence and Chronic Disease Management	White River Family Practice
The Caledonia and Essex County Dual Eligible Project	Northeastern Vermont Regional Hospital
Supportive Care Program Pilot	Rutland Area Visiting Nurse Association & Hospice
Clinical Enhancements for Adults with Developmental Disabilities: Inclusive Partnership Healthcare Project	Developmental Disabilities Council
Community-wide Campaign Encouraging Healthy Behaviors: RISE VT	Northwestern Medical Center
Healthfirst VCP	ACO
Community Health Accountable Care (CHAC)	ACO
OneCare[1]	ACO

Learning Dissemination Plan

As stated in the introduction, the Plan should include dissemination of findings from the State-led Evaluation Study and also include project-wide results, including integrating individual VHCIP-funded initiatives. Once finalized, the contractor will work collaboratively with Vermont to implement the plan.

[1] Note: OneCare is in a contract with the State of Vermont for use of VHCIP funds, and is not funded by a provider grant.

The breadth of evaluation activities occurring as part of VHCIP presents challenges for identifying and sharing lessons learned with the diverse array of audiences who may be interested in and could benefit from project findings. Potential audiences for learning diffusion include a diverse set of stakeholders within the state as well as regional and national audiences who look to Vermont as a bellwether for state-led reform. Diffusing learning from VHCIP to these diverse audiences will require a thoughtful plan for turning project insights into appropriately targeted products as well as a careful consideration of audiences and identification of the most appropriate channels for reaching those audiences.

Diffusion Products

VHCIP learning diffusion of evaluation results will encompass both traditional (e.g., reports and conference presentations) as well as non-traditional (e.g., webinars, articles placed in trade publications) products. For example, in drawing insights from the varied activities conducted under the provider sub-grants program, VHCIP staff and contractors may create new products by synthesizing multiple reports and citing national evidence that supports or refutes report conclusions. These reports could look in-depth at a single pilot or examine one of the State-led Evaluation Study focus areas. In addition to written products, VHCIP, GMCB or Vermont State staff involved in VHCIP administration may be invited to speak, or may seek out speaking opportunities through which they can share insights from VHCIP activities. These speaking opportunities may be at the local or state level, such as meetings of the Vermont Medical Group Management Association (MGMA) or Vermont Association of Hospitals and Health Systems. Additional opportunities will likely be available to share lessons learned at the national level as well, perhaps including presentations by VHCIP staff or contractors in venues such as the National Academy for State Health Policy Conference, AcademyHealth's National Policy Conference, or America's Health Insurance Plans' National Health Policy Conference. Conference presentations, particularly those developed for national conferences, may be translated to articles for publication in peer-reviewed journals or trade association publications to reach even broader audiences.

Other learnings from VHCIP may be more easily shared through less traditional routes. VHCIP insights will likely be diffused, at least in part, as they inform draft legislation or regulations related to Vermont's All Payer Model or as other piloted reforms are formalized. VHCIP-hosted or externally-hosted webinars may be an effective way to share insights from the project with state and national audiences. Partnering with NASHP, RWJ or other partners with national reach and ready access to interested audiences may be a particularly effective strategy to maximize the impact of VHCIP learnings.

Audiences for Diffusion

Of equal importance to routes for diffusion is careful consideration of a range of appropriate targets for diffusion. The variety of insights likely to emerge from VHCIP will have relevance for a varied set of local, statewide, and regional/national audiences. The closest audiences to VHCIP are project participants themselves. Significant learning diffusion of lessons learned is already going on within the project team, through sharing of work group activities and monthly staff meetings. However, Vermont state employees who administer health and social service programs but who are not directly involved in VHCIP are also likely to benefit from formal diffusion of insights from VHCIP. Beyond these two

"insider" groups, a range of stakeholders groups will likely have interest in specific topics which may emerge from VHCIP. These stakeholder groups may include payers, practice managers and office staff , individual providers (physicians, mid-levels, nurses & allied health practitioners, likely via provider associations), institutional providers (e.g., hospitals, long term care facilities, Federally-Qualified Health Centers), non-governmental health and social service agencies, and consumer groups.

An initial mapping of diffusion strategies by audience types is provided in a matrix below. Audiences are separated into groups representing both audiences internal to Vermont, as well as, regional/national audiences. Products based on or synthesized from existing or planned reports and webinars are likely to be near universally useful in reaching Vermont-based audiences.

Learning Diffusion Product/Potential Audience Matrix

	Potential Diffusion Strategies							
Vermont Audiences	Reports/Report Extracts	Report Syntheses	Conference Presentations	Journal Articles	Draft Legislation	Press Releases	Media Placements	Webinars
State of Vermont								
Policy/Program Administrators	**X**	**X**			**X**			**X**
Payers		**X**	**X**					**X**
Individual Providers, Provider Groups & Provider Associations (Physicians, Mid-levels, Nurses, Allied Health)	**X**	**X**	**X**			**X**	**X**	**X**
Practice managers, office staff	**X**	**X**	**X**				**X**	**X**
Consumers & Consumer Groups		**X**				**X**	**X**	
Institutional Providers & Provider Associations	**X**	**X**	**X**				**X**	**X**
Non-governmental Health and Social Service Providers/Agencies		**X**	**X**				**X**	**X**

Contract Management

The VHCIP Evaluation Director will serve as the manager of the contract resulting from this RFP. That individual will serve as the point-of-contact for the Contractor. Performance instructions shall be communicated by the contract manager and all deliverables shall be sent to the contract manager. Additionally, the Evaluation Director will serve as an available source for any information needed outside of regularly scheduled meetings.

In addition to the Evaluation Director, the contractor will be directed by a VHCIP Evaluation Steering Committee that meets monthly and includes the following members:

- VHCIP Evaluation Director, GMCB
- Director of Health Care Projects or Director of Payment Reform, GMCB

- Executive Director or Deputy Executive Director, GMCB
- VHCIP Project Director, AOA
- Board Member, GMCB
- Consumer
- Office of the Health Care Advocate
- Representative from the Department of Aging and Independent Living
- Quality Improvement Director, AHS
- Health Research Manager, Blueprint for Health

The contractor should be prepared to update the steering committee monthly on project progress and use the group as a feedback mechanism on major project deliverables. The State expects the contractor to be flexible and responsive to Stakeholder input.

Additionally, the Contractor will hold weekly ½ hour contract calls to update the State on weekly progress, ask any questions needed to better understand VHCIP activities and plan for any upcoming project activities including informing the State of any upcoming planned contact with State stakeholders. The weekly contract calls will include the Evaluation Director, GMCB, Project Director, AOA, Executive Director, GMCB and Health Care Project Director, GMCB and any relevant contractor staff.

Failure to Comply with Contractual Requirements

While the GMCB seeks a Contractor with which it can work in close collaboration and partnership, it shall take action should the Contractor fail to adhere to the terms of any agreement resulting from this RFP. Such measures may include requiring immediate corrective action by the Contractor and/or the imposition of liquidated damages in an amount determined by the GMCB based on the circumstances.

Evaluation Criteria

Proposals that meet the specifications of this RFP, and that are received in this office by the appointed deadline, will be evaluated by a review committee composed of state staff.

Evaluation Factors

- Understanding of Work
- Approach and Methodology
- Proposed Staff Education, Experience and References
- Wage Requirements – fixed price and hourly labor cost, if using subcontractors to perform functions of the scope, base rate and prime contractor markup must be transparent.
- Availability and Flexibility - Work schedule restrictions (e.g., part-time, full-time, maximum days per week, maximum hours per week months per year)
- Presentation: Proposed staff experience and references, communication and organizational skills and other pertinent topics.

Procedural Instructions:

If the procedural instructions are not followed, the proposal shall be considered non-responsive. Non-responsive proposals will be eliminated from further evaluation.

4. Instructions for Bid Preparation

General Instructions

The bid is the GMCB's primary vehicle for obtaining essential information upon which contract award decisions are based. Instructions contained in the RFP must be met in order to qualify for consideration for award. Bids that do not meet or comply with all instructions may be considered non-responsive and may be discarded. **Mere reiterations of RFP-stated services are discouraged as they do not provide insight into the bidder's understanding of the required tasks and responsibilities, nor the uniqueness of the bidder's performance capabilities.**

Bid Submission Delivery Methods

- U.S. MAIL: Vendors are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure bids are received and time stamped by the Office of Purchasing and Contracting prior to the time of the bid opening.
- EXPRESS DELIVERY: If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box. Express delivery packages will not be considered received by the State until the express delivery package has been received and time stamped by the Office of Purchasing & Contracting.
- HAND DELIVERY: Hand-carried bids shall be delivered to a representative of the Office of Purchasing & Contracting prior to the bid opening.
- ELECTRONIC: Electronic bids are required in addition to the hard copy bids.
- FAX BIDS: FAXED bids will not be accepted.

Specific RFP Response

Vendors must describe their experience for completing similar work as outlined in Section 3- Scope of Work. Additionally, Vendors must provide information specific to the personnel (including any subcontractors) assigned to accomplish the work called for in this RFP. Vendors must provide a narrative description of the personnel who will actually work on the contract and provide their title and resume.

References: Provide the names, addresses, and phone numbers of at least three companies or State Agencies that the individual you are proposing has performed similar work within the last 3 years. You must include contact names who can talk knowledgeably about performance and deliverables. The State reserves the right to contact any references provided by the Vendor. The State invites Vendors to provide letters of reference from previous clients.

Technical Bid: This section must describe the bidder's approach and plans for accomplishing the work outlined in the Scope of Work and Contractor Responsibilities section of this RFP. These plans and approaches must be described in sufficient detail to permit the GMCB to fully evaluate them. Further, the bidder must describe the effort and skills necessary to complete the project. The section must contain at least the following information:

A brief introduction outlining the bidder's overall technical approach to complete the requirements. The narrative must demonstrate to the GMCB an understanding of the process that is to be implemented, and persuade the GMCB that the bidder understands the nature of the required work, and the level of effort required.

A description of how the work will be accomplished. Simple statements that a task will be completed, or a reiteration of the RFP are not helpful. **Section 3** of this RFP (**Scope of Work)** shows the interface between the GMCB's responsibilities and the Contractor's responsibilities. Using Section 3 as a guide, the bidder must describe how it will fulfill these responsibilities.

A summary of the problems that the bidder might reasonably expect and its solution to those anticipated problems must be provided.

Enough information must be provided so that the GMCB is assured that the Contractor will be prepared to establish fully effective and efficient operations on the contract's effective start date.

The bidder must supply detailed information concerning any subcontractors proposed to be used during the performance of the responsibilities under the contract, including rates, qualifications, detailed description of work to be performed. Any and all subcontracts used to complete the work outlined in this RFP must be made available to the State upon request, including financial details.

Timeline: The bidder must include a timeline that outlines in detail plans to complete the full scope of contract activities prior to September 30, 2017.

Organizational Experience: This section of the bid must contain pertinent information relating to the bidder's organization, personnel, and experience, including references together with a contact name and telephone number that will substantiate the bidder's qualifications and performance record. The bid must contain at least the following:

- the location of the bidder's headquarters and office(s);
- if applicable, the following information about the bidder and any parent corporation and all subsidiaries and affiliates: (1) an organizational chart by ownership of all affiliated entities; (2) the names and addresses of owners/partners/shareholders of each entity; and (3) the names and addresses of members of the governing board of each entity;
- a description of the bidder's background and experience with mixed-methods research. Documentation that clearly shows the bidder's experience in performing similar projects must be included. Bidders must include a list of references that reflect this experience;
- documentation as the bidder believes sufficient to show proof of the bidder's financial capacity to undertake the responsibilities required under this contract;
- confirmation that the bidder is free of actual or apparent conflict of interest, and
- evidence of professional liability insurance coverage for any and all services performed under the contract, with minimum coverage of $1,000,000 per occurrence.

Cost Bid: The bidder should offer a cost proposal, distinct from the technical proposal. The cost proposal may be structured as fixed price or as time and materials. There is a 10% limit on indirect costs allowed under this RFP. This RFP is funded through a federal State Innovation Models (SIM) Testing Grant. *All contracts funding through the SIM grant program must comply with the federal guidelines found in the State Innovation Models FOA found here: http://innovation.cms.gov/Files/x/StateInnovation_FOA.pdf.*

The aforementioned cost proposal shall be submitted with fully loaded rates, inclusive of travel-related costs and all other business related expense.

Method of Award

Awards will be made in the best interest of the State of Vermont. The GMCB may award one or more contracts and reserves the right to make additional awards to other compliant Vendors at any time if such award is deemed to be in the best interest of the State.

5. Bid Submission

DUE DATE: The closing date for the receipt of bids is **December 11, 2015 by 1:00 pm.**

The bid opening will be held at 89 Main Street, Montpelier, VT (2nd floor) at the date and time listed on page one and is open to the public.

All bids shall be submitted in a sealed package and must be clearly marked as follows:

"Vermont Health Care Innovation Project State-led Evaluation"

Bid Confidentiality:

All submittals will be subject to the State's Access to Public Records Law, 1 VSA§ 315 et seq. Subsequent to award of this RFP, all or part of any submittal will be released to any person or firm who requests it. Vendors shall specify in their cover letter if they desire that any portion of their submittal be treated as proprietary and not releasable as public information. **A redacted copy should be included for portions of submittal that is not proprietary.**

Submission Checklist

- Hard *Copies* (5)
- Original Unbound *Master* (1)
- 1 CD or emailed electronic copy of the bid
- Cover Letter
- References
- Technical Bid
- Timeline
- Organizational Experience
- Cost Bid
- Standard State Provisions for Contracts and Grants
- Offshore/outsource form
- Certificate of Compliance
- Workers' Compensation; State Contracts Compliance Requirement; Self Reporting
- Workers' Compensation; State Contracts Compliance Requirement; Subcontractor Reporting

Attachments

The following attachments are current as of the dates indicated on each document. Many of the attachments are still pending final approval and are subject to possible modification.

- Attachment A: Certificate of Compliance
- Attachment B: Offshore Outsourcing Questionnaire
- Attachment C: Standard State Provisions for Contracts and Grants (June, 2014)
  Workers' Compensation; State Contracts Compliance Requirement; Self Reporting
  Workers' Compensation; State Contracts Compliance Requirement; Subcontractor Reporting
- Attachment D: Sample Contract
- Attachment E: Other Contract Provisions

6. General Terms and Conditions

Statement of Rights

The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of Vendor to respond to a request for additional information or clarification could result in rejection of that Vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded Contracts where it is deemed in the best interest of the State.

Non-Disclosure Agreement

Contractors will be required to sign a non-disclosure agreement in a form acceptable to the State if there is not already one on file.

Contract Terms

The selected bidder(s) will sign a contract with the GMCB to provide the services named in the bid, at the price listed. A copy of the standard State contract is attached. PLEASE NOTE THAT THE STATE WILL NOT ACCEPT THE VENDOR'S TERMS AND CONDITIONS IN LIEU OF THE STANDARD STATE CONTRACT PROVISIONS.

Acknowledgment of Terms

The Vendor and its legal counsel must provide a written statement acknowledging all Customary State Contract Provisions and Purchasing and Contract Administration Terms and Conditions with any exceptions or additional provisions noted. (These will be considered when making an award).

Cancelation

The GMCB may cancel upon discovery that a bidder is in violation of any portion of the agreement, including an inability by the bidder to provide the services, and/or support offered in their bid. Contracts may be amended by mutual agreement of the parties. The contract may be cancelled by the either party by giving the other party written notice at least 30 days in advance.

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 Laws 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 work product, creation, material, item or deliverable, documentation, information and/or other items created by Contractor, either solely or jointly with others, including by Contractor staffing that are specifically commissioned by the State under a Contract or other written agreement, and which are developed, conceived of, prepared, procured, generated or produced by Contractor. Work Product specifically excludes any tangible or intangible work product, creation, material, item or deliverable, documentation, information, deliverables and/or other items which were proprietary to the Contractor prior to the date of contracting with the State. Work Product may include ideas, inventions, improvements, discoveries, methodologies or processes, or writings, designs, models, drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, specifications, operating instructions, procedures manuals, or other documentation, whether or not protectable under Title 17 of the U.S. Code and whether or not patentable or otherwise protectable under Title 35 of the U.S. Code, that are developed, conceived of, prepared, arise, procured, generated or produced in connection with a Contract with the State, whether as individual items or a combination of components and whether or not the Services or the intended Work Product itself are or is completed or the same are or is reduced to practice during the Term.

Confidentiality of State Information

Contractor agrees to keep confidential all information received and collected by Contractor, or to which the Contractor may have access to or come in contact with in connection with a project. The Contractor agrees not to publish, reproduce, or otherwise divulge any such State information 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 Information in the Contractor's possession to those employees on his/her staff who must have the information on a "need to know" basis. 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 information 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. In the Contract, the Contractor shall represent and warrant that it has implemented and it shall maintain during the term of any agreement the highest industry standard administrative, technical, and physical safeguards and controls consistent with NIST *Special Publication 800-53* and *Federal Information Processing Standards Publication* 200 and designed to (i) ensure the security and confidentiality of State Information; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Information; and (iii) protect against unauthorized access to or use of State Information. Such measures include at a minimum, as applicable: (1) access controls on information systems, including controls to authenticate and permit access to State Information only to authorized individuals and controls to prevent the Contractor employees from providing State Information to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Information while in transit from the Contractor networks to external networks; (4) measures to store in a secure fashion all State Information which shall include

multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Information; (6) measures to ensure that the State Information shall not be altered or corrupted without the prior written consent of the State; (7) measures to protect against destruction, loss or damage of State Information due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

Performance Measures

In accordance with current State of Vermont policy and procedures, the Contract may include Contractor performance measures. The specific performance measures will be determined during the Contract negotiation process.

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 order. If taxes are to be applied to the purchase it will be so noted in the response.

Amendments

No changes, modifications, or amendments in the terms and conditions of a Contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Contractor.

Non-Collusion

The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all Vendors should understand that this paragraph might be used as a basis for litigation.

Insurance

In addition to the insurance coverage's required in Attachment C, ***Standard State Provisions for Contracts and Grants,*** the Contractor shall carry Professional Liability insurance and data breach insurance in minimum coverage amounts of $1,000,000 per occurrence.

Business Registration

To be awarded a contract by the State of Vermont a Vendor must be (except an individual doing business in his/her own name) registered with the Vermont Secretary of State's office www.sec.state.vt.us/tutor/dobiz/forms/fcregist.htm and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes www.state.vt.us/tax/pdf.word.excel/forms/business/s-1&instr.pdf

Contract Negotiation

Upon completion of the evaluation process, the State may select one or more Vendors with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State of Vermont. In the event the State is successful in negotiating with the Vendor, the State will issue a notice of award. In the event State is not successful in negotiating a contract with a selected Vendor, the State reserves the option of negotiating with another Vendor.

Price Guarantee

Contractor is required to maintain its price for a fixed period of time. Provide an hourly rate for future work should an extension of the Contractor's services be requested.

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 the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

11. **Fair Employment Practices and Americans with Disabilities Act**: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. **Set Off**: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. T**axes Due to the State**:

    a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

    b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

    c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

    d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. **Child Support**: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

    a. is not under any obligation to pay child support; or
    b. is under such an obligation and is in good standing with respect to that obligation; or
    c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

    Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. **Sub-Agreements**: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. **No Gifts or Gratuities**: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. **Copies**: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. **Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

    Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing/debarment

19. **Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of $1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

20. **Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

21. **Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

22. **Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

RFP/PROJECT:
DATE:

CERTIFICATE OF COMPLIANCE

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

TAXES: Pursuant to 32 V.S.A. § 3113, bidder hereby certifies, under the pains and penalties of perjury, that the company/individual is 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 as of the date this statement is made. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes.

INSURANCE: Bidder certifies that the company/individual is in compliance with, or is prepared to comply with, the insurance requirements as detailed in Section 7 of Attachment C: Standard State Contract Provisions. Certificates of insurance must be provided prior to issuance of a contract and/or purchase order. If the certificate(s) of insurance is/are not received by the Green Mountain Care Board, 89 Main Street, Montpelier, VT 05620 within five (5) days of notification of award, the State of Vermont reserves the right to select another vendor. Please reference the RFP and/or RFQ # when submitting the certificate of insurance.

CONTRACT TERMS: The undersigned hereby acknowledges and agrees to Attachment C: Standard State Contract Provisions.

TERMS OF SALE: The undersigned agrees to furnish the products or services listed at the prices quoted. The Terms of Sales are Net 30 days from receipt of service or invoice, whichever is later. Percentage discounts may be offered for prompt payments of invoices, however such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

FORM OF PAYMENT: Would you accept the Visa Purchasing Card as a form of payment? ____ Yes ____ No

Insurance Certificate(s): Attached _____ Will provide upon notification of award _____

Delivery Offered: _____ days after notice of award Terms of Sale: _____

(If Discount)

Quotation Valid for: _____ days Date: _____

Name of Company: _____ Contact Name: _____

Address: _____ Fax Number: _____

_____ E-mail: _____

By: _____ Name: _____

Signature (Bid Not Valid Unless Signed) (Type or Print)

All returned quotes and related documents must be identified with our request for quote number.

RFP/PROJECT:
DATE:

WORKERS' COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT

Self Reporting
Form 1 of 2

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding $250,000.00, requires bidders comply with the following provisions and requirements.

Bidder is required to self report the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification for worker's compensation. The state is requiring information on any violations that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

WORKERS' COMPENSATION STATE CONTRACTS COMPLIANCE REQUIREMENT: Bidder hereby certifies that the company/individual is in compliance with the requirements as detailed in Act 54, Section 32 of the Acts of 2009.

Date: _____

Name of Company: _____ Contact Name: _____

Address: _____ Title: _____

_____ Phone Number: _____

E-mail: _____ Fax Number: _____
By: _____ Name: _____
Signature (Bid Not Valid Unless Signed)* (Type or Print)

*Form must be signed by individual authorized to sign on the bidder's behalf.

RFP/PROJECT:
DATE:

WORKERS' COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT

Subcontractor Reporting
Form 2 of 2

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding $250,000.00 requires bidders to comply with the following provisions and requirements.

Bidder is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

Subcontractor	Insured By		Subcontractor's Sub	Insured By

Date: _____

Name of Company: _____ Contact Name: _____

Address: _____ Title: _____

_____ Phone Number: _____

E-mail: _____ Fax Number: _____
By: _____ Name: _____
Signature (Bid Not Valid Unless Signed)* (Type or Print)

*Form must be signed by individual authorized to sign on the bidder's behalf.

Offshore Outsourcing Questionnaire

Vendors must indicate whether or not any services are or will be performed in a country other than the United Sates. Indicate N/A if not applicable.

Services:

Proposed Service to be Outsourced	Bid Total	Offshore Dollars	Represents what % of total Contract Dollars	Outsourced Work Location (Country)	Subcontractor

If any or all of the services are or will be outsourced offshore, Vendors are required to provide a cost estimate of what the cost would be to provide the same services onshore and/or in Vermont.

Proposed Service to be Outsourced	Bid Total if provided Onshore	Bid Total if provided in Vermont	Cost Impact	Onshore Work Location	Subcontractor

_____ _____ Name of Bidder: Signature of Bidder: Date

STATE OF VERMONT Contract # _____

STANDARD CONTRACT FOR SERVICES

1. ***Parties*.** This is a contract for services between the State of Vermont, _____ (hereafter called "State"), and _____, with ___ principal place of business in _____, (hereafter called "Contractor"). Contractor's form of business organization is _____. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

2. ***Subject Matter*.** The subject matter of this contract is services generally on the subject of _____. 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 $_____.00.

4. ***Contract Term.*** The period of contractor's performance shall begin on _____, 20__ and end on _____, 20__. 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/is not/ required.
- Approval by the Secretary of Administration /is/is not/ required.
- Approval by the CIO/Commissioner DII /is/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 canceled by either party by giving written notice at least ___ days in advance.

8. ***Attachments***. This contract consists of ___ 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 Documents 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

10. Before commencing work on this Agreement and throughout the term of this Agreement, the Contractor shall procure and maintain professional liability insurance for all services performed under this Agreement, with minimum coverage as required by the Agency of Administration but not less than $1,000,000 per claim and $2,000,000 policy aggregate.

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

By the State of Vermont:

Date: _____

Signature: _____

Name: _____

Agency: _____

By the Contractor:

Date: _____

Signature: _____

Name: _____

Title: _____