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SEALED BID

REQUEST FOR PROPOSAL

All-Payer Model and ACO Oversight Technical Assistance

Expected RFP Schedule and Summary (subject to change and will be posted as an addendum to the RFP on the GMCB website)

ISSUE DATE: Friday, 3/11/2022

QUESTION & ANSWER PERIOD: Friday, 3/11/2022 – Friday, 3/18/2022 4:30pm

QUESTION & ANSWERS POSTED: Friday, 3/25/2022 at 4:30pm

RFP RESPONSES DUE BY: Thursday, 4/7/2022 at 4:30 pm

SELECTION NOTIFICATION: Monday, 5/9/2022

CONTRACT START DATE: Monday, 8/8/2022

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

<https://gmcboard.vermont.gov/publication/rfps-contracts-grants/rfp>

THE STATE WILL MAKE NO ATTEMPT TO CONTACT INTERESTED PARTIES WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH BIDDER TO PERIODICALLY CHECK THE ABOVE WEBPAGE FOR ANY AND ALL NOTIFICATIONS, RELEASES AND ADDENDUMS ASSOCIATED WITH THIS RFP.

STATE CONTACT: Jessica Mendizabal
TELEPHONE: (802) 828-2177
E-MAIL: Jessica.Mendizabal@vermont.gov

1. OVERVIEW:

- 1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP) the Green Mountain Care Board (hereinafter the “State”) is seeking to establish contracts with one or more companies that can provide technical assistance to support Vermont’s current All-Payer Model (APM) Agreement, development of future APM agreements, and Green Mountain Care Board (GMCB) accountable care organization (ACO) oversight activities.
- 1.2. **CONTRACT PERIOD:** Contracts arising from this RFP will be for a period of two years with an option to renew for up to two additional twelve-month periods. The State anticipates the start date will be August 8, 2022.
- 1.3. **SINGLE POINT OF CONTACT:** All communications concerning this RFP are to be addressed in writing to the State Contact listed on the front page of this RFP. **USE SUBJECT LINE: All-Payer Model and ACO Oversight Technical Assistance.** Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.
- 1.4. **QUESTION AND ANSWER PERIOD:** Any bidder requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for question indicated on the first page of this RFP. Questions may be e-mailed to the point of contact on the front page of this RFP. **USE SUBJECT LINE: All-Payer Model and ACO Oversight Technical Assistance.** Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. 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:
<https://gmcboard.vermont.gov/publication/rfps-contracts-grants/rfp>.
- 1.5. Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.
- 1.6. **CHANGES TO THIS RFP:** Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at:
<https://gmcboard.vermont.gov/publication/rfps-contracts-grants/rfp>.
- 1.7. Modifications from any other source are not to be considered.

2. DETAILED REQUIREMENTS/DESIRED OUTCOMES:

- 2.1. **BACKGROUND:** The Vermont All-Payer Accountable Care Organization Model (“All-Payer Model” or “APM”) Agreement (the “Agreement”) was signed on October 26, 2016, by Vermont’s Governor, Secretary of Human Services, the Chair of the Green Mountain Care Board (GMCB), and the Centers for Medicare and Medicaid Services (CMS). The All-Payer Model aims to reduce health care cost growth and improve quality and access by moving away from fee-for-service reimbursement to risk-based arrangements for Accountable Care Organizations (ACOs); these arrangements are tied to quality and health outcomes.

Key resources:

Webpages:

[GMCB All-Payer Model Webpage](#)

[GMCB ACO Oversight Webpage](#)

Documents:

[Vermont All-Payer ACO Model Agreement](#)

[All-Payer Model Explainer](#)

[ACO Oversight Explainer](#)

- 2.2. **REQUIREMENTS:** Selected Contractor(s) shall provide technical support to the Green Mountain Care Board to support Vermont’s responsibilities under the APM Agreement and the State’s ACO regulatory program, including expert insight, financial modeling, and technical expertise for developing and evaluating future value-based payment reform initiatives.

Contractors are encouraged to submit bids for all of the tasks detailed in 2.3, Scope of Work, or for a subset of tasks or sub-tasks. RFP responses should describe the bidder’s prior experience performing all

tasks on which the bidder is proposing to perform work and provide examples or descriptions of the bidder's approach to these tasks. In addition to the bid narrative, please complete attachments 6.1 (Certificate of Compliance) and 6.2 (Price Schedule).

2.3. SCOPE OF WORK:

This RFP seeks bids on three areas of work:

1. Technical Assistance and Program Support for Vermont's All-Payer Model;
2. Technical Assistance and Program Support for GACB ACO Oversight Activities; and
3. Financial Modeling and Actuarial Consulting for Existing and New Payment Reform Models

Within each of these areas, the Contractor shall perform work as requested by the State using a Task Order form (attachment F), which requires the Contractor to develop a scope and workplan for each requested activity, to be approved by the State prior to work starting. The Contractor shall schedule regular and ad hoc meetings to discuss progress with State staff and State-identified key partners, provide written draft products for State review and feedback, and incorporate State feedback into final written products to the satisfaction of the State prior to payment. If requested, the Contractor will participate in State meetings as attendees, presenters, or facilitators. The Green Mountain Care Board reserves the right to award a successful bidder work on one or more tasks described in the major areas of potential work described below.

Contract deliverables may include: Reports to satisfy State legislative or federal reporting requirements; reports for internal State consideration; presentations (materials only, or materials and presentation delivery); memos; facilitated stakeholder meetings; qualitative or quantitative analyses; financial modeling; measure specifications; regulatory guidance and/or data templates to be completed by regulated entities; review of regulatory submissions; or other, as specified by the State and Contractor(s) during the Task Order development and approval process.

Major areas of potential work are described below.

2.3.1 Technical Assistance and Program Support for Vermont's All-Payer Model

Provide assistance to the State in implementing the current APM Agreement, evaluating current or future payment reform models, and planning for potential subsequent federal Agreements. Contractor(s) may:

- a. Provide technical assistance related to current All-Payer Model activities. Work may include: Interpretation of APM Agreement requirements; and/or development of tools and models to enhance the State's decision-making related to the APM Agreement.
- b. Provide technical assistance related to quality and financial measures. Work may include: Measure specification development for quality and financial measures as required by State legislation or as requested by the Board; data collection and aggregation for measure calculation; and other activities related to quality, cost, and scale target measurement as identified by the State.
- c. Perform research, analysis, monitoring, and evaluation of existing payment reform models. This work should utilize Contractor's knowledge and expertise on payment and delivery system reform models in other states, and/or models being tested by the Center for Medicare and Medicaid Innovation (CMMI) or private payers, and may include analysis of other models' impact on the APM and/or development of new policy options.
- d. Advise the State related to development of a proposal for a potential subsequent APM Agreement. Work may include: Advising on new program design features, Agreement targets, and/or measure specifications and methodologies described in the Agreement; financial and policy modeling and/or analyses; measure specification development and modeling for quality and financial measures under consideration for a potential subsequent APM Agreement; and/or advising on subsequent State-federal negotiations.
- e. Engage stakeholders on issues related to the current APM Agreement and potential subsequent federal Agreements. Work may include: Facilitating discussions regarding value-based payment models with key stakeholders; presenting financial models to Vermont stakeholders; developing materials to support stakeholder understanding of financial models; and facilitating stakeholder processes to vet Agreement targets, including quality measure sets.

2.3.2 Technical Assistance and Program Support for GMCB ACO Oversight Activities.

Provide assistance to the Board in administering its ACO oversight responsibilities. Contractor(s) may:

- a. Provide technical assistance to support the State's ACO budget review and ACO certification processes, including the ACO budget review process; initial ACO certification for new market entrants and annual verification of eligibility for continued certification; and ongoing monitoring and evaluation related to both processes. This may require work with the State and other State contractors to develop and/or revise criteria based on which to assess Accountable Care Organization (ACO) regulatory submissions; review and analysis of ACO submissions based on these criteria, and/or quantitative and qualitative analyses as appropriate to assess ACO performance relative to financial and quality benchmarks and targets, and relative to past performance; and evaluation of the impact of new ACO market entrants on the Vermont health care landscape.

2.3.3 Financial Modeling and Actuarial Consulting for Existing and New Payment Reform Models.

Conduct financial and actuarial analyses to support the State in evaluating current or future payment reform models, and planning for potential future APM Agreements. Contractor(s) may:

- a. Provide financial modeling and actuarial consulting to support Vermont's continued transition from a fee-for-service health care payment structure to a value-based payment system. Work may include: Analyses of current methodology for calculating ACO's annual financial targets within the Medicare ACO program, and developing and modeling potential changes to the methodology; analyses related to hospitals, accountable care organizations, independent providers, or other provider types; or analyses related to payer participation in the All-Payer Model. It is anticipated that any work would be completed using aggregate analytic files provided by the GMCB. Work will not include actuarial claims analysis.

Selected bidders may also be asked to perform additional deliverables aligned with the scope of work described in Section 2.3 of this RFP, based on State need and contractor capabilities as specified by the State and Contractor(s) during the Task Order development and approval process.

3. GENERAL REQUIREMENTS:

3.1. **PRICING:** Bidders must price the terms of this solicitation at their best pricing. Any and all costs that Bidder wishes the State to consider must be submitted for consideration. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State.

3.1.1. Prices and/or rates shall remain firm for the initial term of the contract. The pricing policy submitted by Bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required.

3.1.2. **Cooperative Agreements.** Bidders that have been awarded similar contracts through a competitive bidding process with another state and/or cooperative are welcome to submit the pricing in response to this solicitation.

3.1.3. **Retainage.** In the discretion of the State, a contract resulting from this RFP may provide that the State withhold a percentage of the total amount payable for some or all deliverables, such retainage to be payable upon satisfactory completion and State acceptance in accordance with the terms and conditions of the contract.

3.2. **STATEMENT OF RIGHTS:** The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. 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.

3.2.1. **Best and Final Offer (BAFO).** At any time after submission of Responses and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a BAFO. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.

3.2.1 Evaluation of Responses and Selection of Bidder(s). The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP.

3.2.2 Presentation: An in-person or webinar presentation by some Bidders may be required by the State if it will help the State's evaluation process. The State will factor information presented during presentations into the evaluation. Bidders will be responsible for all costs associated with providing the presentation.

3.3. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENTS:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), Bidders must comply with the following provisions and requirements.

3.3.1. Self Reporting: For bid amounts exceeding \$250,000.00, Bidder shall complete the appropriate section in the attached Certificate of Compliance for purposes of self-reporting information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.

3.3.2. Subcontractor Reporting: For bid amounts exceeding \$250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54). This requirement does not apply to subcontractors providing supplies only and no labor to the overall contract or project. This list MUST be updated and provided to the State as additional subcontractors are hired. A sample form is available online at <http://bgs.vermont.gov/purchasing-contracting/forms>. **The subcontractor reporting form is not required to be submitted with the bid response.**

3.4. **EXECUTIVE ORDER 05-16: CLIMATE CHANGE CONSIDERATIONS IN STATE PROCUREMENTS:**

For bid amounts exceeding \$25,000.00 Bidders are requested to complete the Climate Change Considerations in State Procurements Certification, which is included in the Certificate of Compliance for this RFP.

After consideration of all relevant factors, a bidder that demonstrates business practices that promote clean energy and address climate change as identified in the Certification, shall be given favorable consideration in the competitive bidding process. Such favorable consideration shall be consistent with and not supersede any preference given to resident bidders of the State and/or products raised or manufactured in the State, as explained in the Method of Award section. But, such favorable consideration shall not be employed if prohibited by law or other relevant authority or agreement.

3.5. **METHOD OF AWARD:** Awards will be made in the best interest of the State. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given first to resident bidders of the state and/or to products raised or manufactured in the state, and then to bidders who have practices that promote clean energy and address climate change, as identified in the applicable Certificate of Compliance.

3.5.1. Minimum Qualifications: Bidders must demonstrate previous work in this area and provide examples as part of the bid response as well as timeliness of deliverables.

3.5.2. Evaluation Criteria: Proposals will be evaluated using the following criteria:

Criteria	Weight
Quality of Experience and Capacity	20%
Proposed Staff Capacity and Qualifications	20%
Responsiveness to specifications/Scope of Work	20%
Price	25%
Other (Compliance with terms and conditions, vendor demonstration, references)	15%

- 3.6. **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. 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, or to end the proposal process entirely.
- 3.7. **COST OF PREPARATION:** Bidder shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made.
- 3.8. **CONTRACT TERMS:** The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form and Attachment C as attached to this RFP for reference. The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.
- 3.9. **BUSINESS REGISTRATION.** To be awarded a contract by the State of Vermont a vendor (except an individual doing business in his/her own name) must be registered with the Vermont Secretary of State's office <http://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 <http://tax.vermont.gov/>.
- 3.10. **PAYMENT TERMS:** All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials or services and shall specify the address to which payments will be sent. Payment terms are Net 30 days from receipt of an error-free invoice with all applicable supporting documentation. 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.
4. **CONTENT AND FORMAT OF RESPONSES:** The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this RFP.
- 4.1. The bid should include a Cover Letter and Technical Response and a separate Price Schedule.
- 4.2. **COVER LETTER:**
- 4.3. **COVER LETTER:**
- 4.3.1. Confidentiality. To the extent your bid contains information you consider to be proprietary and confidential, you must comply with the following requirements concerning the contents of your cover letter and the submission of a redacted copy of your bid (or affected portions thereof).
- 4.3.2. All responses to this RFP will become part of the contract file and will become a matter of public record under the State's Public Records Act, 1 V.S.A. § 315 et seq. (the "Public Records Act"). If your response must include material that you consider to be proprietary and confidential under the Public

Records Act, your cover letter must clearly identify each page or section of your response that you consider proprietary and confidential. Your cover letter must also include a written explanation **for each marked section** explaining why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c), including the prospective harm to the competitive position of the bidder if the identified material were to be released. Additionally, you must include a redacted copy of your response for portions that are considered proprietary and confidential. Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire pages, or to redact the titles/captions of tables and figures. Under no circumstances may your entire response be marked confidential, and the State reserves the right to disqualify responses so marked.

4.3.3. **Exceptions to Contract Terms and Conditions.** If a Bidder wishes to propose an exception to any terms and conditions set forth in the Standard Contract Form and its attachments, such exceptions must be included in the cover letter to the RFP response. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State. Note that exceptions to contract terms may cause rejection of the proposal.

4.4. **TECHNICAL RESPONSE:** In response to this RFP, a Bidder shall:

4.4.1. Provide details concerning its form of business organization, primary business location, company size and resources, and ownership structure.

4.4.2. Describe its ability to perform the Work outlined in this RFP and its relevant experience.

4.4.3. Identify the individuals who would perform and oversee the work and describe the experience, education, training, certifications, and other qualifications of the identified individuals.

4.4.4. Describe the proposed team structure for the individuals that would perform and oversee the Work.

4.4.5. Describe the internal controls (e.g., processes, policies, or procedures) that will be used to ensure that the Work is performed in a timely and quality manner.

4.4.6. Identify all current or past State projects.

4.4.7. Identify the names of all subcontractors it intends to use and the portions of the work the subcontractors will perform and address the background and experience of the subcontractor(s) as per Section 4.3.3 above.

4.4.8. Disclose any discipline or censure by any regulatory body and describe the principal facts and outcomes, if applicable.

4.4.9. Disclose any litigation or other legal proceedings within the last five (5) years and, if applicable, provide an explanation and current status or disposition.

4.4.10. Describe the Bidder's approach to dealing with any conflicts or potential conflicts of interest.

4.5. **REFERENCES:** Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.

4.6. **REPORTING REQUIREMENTS:** Provide a sample of any reporting documentation that may be applicable to the Detailed Requirements of this RFP.

4.7. **PRICE SCHEDULE:** The contract(s) resulting from this RFP will be Time and Materials. Bidders shall submit their pricing information in the Price Schedule attached to the RFP.

4.8. **CERTIFICATE OF COMPLIANCE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

5. **SUBMISSION INSTRUCTIONS**

5.1. **Closing Date:** Bids must be received by the State by the due date specified on the front page of this RFP. Late bids will not be considered.

5.1.1. The State may, for cause, issue an addendum to change the date and/or time when bids are due. If a change is made, the State will inform all bidders by posting at the webpage indicated on the front page of this RFP.

5.1.2. There will not be a public bid opening. However, the State will record the name, city and state for any and all bids received by the due date. This information will be posted as promptly as possible following the due date online at: <https://gmcboard.vermont.gov/publication/rfps-contracts-grants/rfp>. Bidders are hereby notified to review the information posted after the bid opening deadline to confirm receipt of bid by the State. Any bidder that submitted a bid, and is not listed on the bid tabulation sheet, shall promptly notify the State Contact listed on the front page of this RFP. Should a bidder fail to notify the State Contact listed on the front page of this RFP within two weeks of posting the bid tabulation sheet, the State shall not be required to consider the bid.

5.2. Bid Delivery Instructions:

5.2.1. Electronic: Electronic bids will be required as the only acceptable method of delivering bids.

5.2.1.1. E-mail bids: Bids will be accepted via email submission to jessica.mendizabal@vermont.gov USE SUBJECT LINE: **All-Payer Model and ACO Oversight Technical Assistance RFP**. Bids must consist of a single email with a single, digitally searchable PDF attachment containing all components of the bid. Multiple emails and/or multiple attachments will not be accepted. There is an attachment size limit of 40 MB. It is the Bidder's responsibility to compress the PDF file containing its bid if necessary in order to meet this size limitation.

5.2.1.2. Fax Bids: Faxed bids will not be accepted.

5.2.2. U.S. Mail or Express Delivery or Hand Delivery: U.S. Mail or Express Delivery or Hand Delivery of bids will not be accepted.

6. **BID SUBMISSION CHECKLIST:**

- Cover Letter
- Technical Response
- Redacted Technical Response, if applicable
- Reporting Requirements
- References
- Price Schedule
- Signed Certificate of Compliance

7. **ATTACHMENTS:**

- 7.1. Certificate of Compliance (Submit completed form with bid.)
- 7.2. Price Schedule (All rates inclusive of travel) (Submit completed form with bid.)
- 7.3. Standard State Contract Form
- 7.4. Attachment C: Standard State Contract Provisions (December 15, 2017)
- 7.5. Worker Classification Compliance Requirement; Subcontractor Reporting Form
- 7.6. Attachment F GMCB Task Order Form (for reference only and not required with bid submission)

CERTIFICATE OF COMPLIANCE

For a bid to be considered valid, this form must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.

- A. **NON COLLUSION:** Bidder hereby certifies 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, bidder understands that this paragraph might be used as a basis for litigation.
- B. **CONTRACT TERMS:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.

C. **FORM OF PAYMENT:** Does Bidder accept the Visa Purchasing Card as a form of payment?

___ Yes ___ No

D. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds \$250,000.00.

Self-Reporting. Bidder hereby self-reports the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers, that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

Subcontractor Reporting. Bidder hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this RFP, Bidder will provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), and Bidder will provide any update of such list to the State as additional subcontractors are hired. Bidder further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.

E. Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification

Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):

1. Bidder owns, leases or utilizes, for business purposes, space that has received:

- Energy Star® Certification
- LEED®, Green Globes®, or Living Buildings ChallengeSM Certification
- Other internationally recognized building certification:

2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder's place of business. Please explain:

3. Please Check all that apply:

- Bidder can claim on-site renewable power or anaerobic-digester power ("cow-power"). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.
- Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.
- Bidder's heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.
- Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this? _____
- Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc..
- Bidder offers employees an option for a fossil fuel divestment retirement account.
- Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:

4. Please list any additional practices that promote clean energy and take action to address climate change:

F. Acknowledge receipt of the following Addenda:

Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____

Bidder Name: _____ Contact Name: _____

Address: _____ Fax Number: _____

_____ Telephone: _____

_____ E-Mail: _____

By: _____ Name: _____
Signature of Bidder (or Representative) (Type or Print)

END OF CERTIFICATE OF COMPLIANCE

PRICE SCHEDULE

The contracts resulting from this RFP will be time and materials and will be for a period of two (2) years with an option to renew for up to two additional twelve-month periods.

A. Hourly Labor Rates, inclusive of travel costs:

Service Category/Title of Positions	Hourly Rate	Proposed Hours
Task 2.3.1		
	\$	
	\$	
Task 2.3.2		
	\$	
	\$	
Task 2.3.3		
	\$	
	\$	

B. This contract can be extended up to two (2) additional 12-month periods with mutual agreement between both parties:

Optional Year 2 Increase: Not to Exceed _____%

Optional Year 3 Increase: Not to Exceed _____%

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

STATE OF VERMONT STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, Green Mountain Care Board (hereinafter called “State”), and [REDACTED], with a principal place of business in [REDACTED], (hereinafter called “Contractor”). Contractor’s form of business organization is [REDACTED]. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, 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 [REDACTED]. Detailed services to be provided by 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 \$ [REDACTED].00.

4. **Contract Term.** The period of contractor’s performance shall begin on [REDACTED], 20__ and end on [REDACTED], 20__.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** 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 thirty (30) days in advance.

8. **Work product ownership.** Upon full payment by the State, all products of Contractor’s work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Contractor.

9. **Professional liability insurance.** Before commencing work on this Contract and throughout the term of this Contract, Contractor shall procure and maintain professional liability insurance for any and all services performed under this Contract, with minimum coverage of \$ _____ per claim, and \$ _____ aggregate.

10. **Confidentiality and Protection of State Information.**

A. As between the State and Contractor, “State Data” includes all data received, obtained, or generated by Contractor in connection with performance under this Agreement. Contractor acknowledges that certain State Data to which Contractor may have access may contain information that is deemed confidential by the State or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. (“Confidential State Data”).

B. With respect to State Data, Contractor shall

1. Take reasonable precautions for its protection;
2. Not rent, sell, publish, share or otherwise appropriate it;
3. Not collect, access, use or disclose it except as necessary to provide services to the State under this Agreement;
4. Upon termination of the Agreement for any reason, Contractor shall dispose of or retain State Data as required by the Agreement, law or regulation, or otherwise shall return or destroy State Data remaining in its possession or control.

C. With respect to Confidential State Data, Contractor shall

Attachment 6.3. Standard State Contract Form

1. strictly maintain its confidentiality;
2. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
3. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use.

D. If Contractor is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Contractor shall utilize:

1. industry-standard firewall protection;
2. multi-factor authentication controls;
3. encryption of electronic Confidential State Data while in transit and at rest;
4. measures to ensure that the State Data shall not be altered or corrupted without the prior written consent of the State;
5. measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage;
6. training to implement the information security measures;
7. monitoring of the security of any portions of Contractor's systems that are used in the provision of the services against intrusion.

E. No Confidential State Data received, obtained, or generated by Contractor in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the United States, except with the express written permission of the State.

F. In addition to the requirements of this Section, Contractor shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

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

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/15/2017)

Attachment D – (intentionally omitted)

Attachment E – Organizational Conflicts of Interest (OCOI)

Attachment F – GMCB Task Order Form

Additional attachments may be lettered as necessary

12. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment D (intentionally omitted)
- (3) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (4) Attachment A
- (5) Attachment B
- (6) Attachment E
- (7) Attachment F

Other attachments, if any, in order of precedence

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

Date: _____

Signature: _____

Name: _____

Title: _____

By the Contractor:

Date: _____

Signature: _____

Name: _____

Title: _____

ATTACHMENT A – STATEMENT OF WORK (example and subject to modifications)

1.1. Contractor shall provide technical support to the Green Mountain Care Board to support Vermont’s responsibilities under the APM Agreement and the State’s ACO regulatory program, including expert insight, financial modeling, and technical expertise for developing and evaluating future value-based payment reform initiatives.

1. Technical Assistance and Program Support for Vermont’s All-Payer Model

Provide assistance to the State in implementing the current APM Agreement, evaluating current or future payment reform models, and planning for potential subsequent federal Agreements. Contractor(s) may:

- a. Provide technical assistance to related to current All-Payer Model activities. Work may include: Interpretation of APM Agreement requirements; and/or development of tools and models to enhance the State’s decision-making related to the APM Agreement.
- b. Provide technical assistance related to quality and financial measures. Work may include: Measure specification development for quality and financial measures as required by State legislation or as requested by the Board; data collection and aggregation for measure calculation; and other activities related to quality, cost, and scale target measurement as identified by the State.
- c. Perform research, analysis, monitoring, and evaluation of existing payment reform models. This work should utilize Contractor’s knowledge and expertise on payment and delivery system reform models in other states, and/or models being tested by the Center for Medicare and Medicaid Innovation (CMMI) or private payers, and may include analysis of other models’ impact on the APM and/or development of new policy options.
- d. Advise the State related to development of a proposal for a potential subsequent APM Agreement. Work may include: Advising on new program design features, Agreement targets, and/or measure specifications and methodologies described in the Agreement; financial and policy modeling and/or analyses; measure specification development and modeling for quality and financial measures under consideration for a potential subsequent APM Agreement; and/or advising on subsequent State-federal negotiations.
- e. Engage stakeholders on issues related to the current APM Agreement and potential subsequent federal Agreements. Work may include: Facilitating discussions regarding value-based payment models with key stakeholders; presenting financial models to Vermont stakeholders; developing materials to support stakeholder understanding of financial models; and facilitating stakeholder processes to vet Agreement targets, including quality measure sets.

2. Technical Assistance and Program Support for GMCB ACO Oversight Activities.

Provide assistance to the Board in administering its ACO oversight responsibilities. Contractor(s) may:

- a. Provide technical assistance to support the State’s ACO budget review and ACO certification processes, including the ACO budget review process; initial ACO certification for new market entrants and annual verification of eligibility for continued certification; and ongoing monitoring and evaluation related to both processes. This may require work with the State and other State contractors to develop and/or revise criteria based on which to assess Accountable Care Organization (ACO) regulatory submissions; review and analysis of ACO submissions based on these criteria, and/or quantitative and qualitative analyses as appropriate to assess ACO performance relative to financial and quality benchmarks and targets, and relative to past performance; and evaluation of the impact of new ACO market entrants on the Vermont health care landscape.

3. Financial Modeling and Actuarial Consulting for Existing and New Payment Reform Models.

Conduct financial and actuarial analyses to support the State in evaluating current or future payment reform models, and planning for potential future APM Agreements. Contractor(s) may:

Attachment 6.3. Standard State Contract Form

- a. Provide financial modeling and actuarial consulting to support Vermont's continued transition from a fee-for-service health care payment structure to a value-based payment system. Work may include: Analyses of current methodology for calculating ACO's annual financial targets within the Medicare ACO program, and developing and modeling potential changes to the methodology; analyses related to hospitals, accountable care organizations, independent providers, or other provider types; or analyses related to payer participation in the All-Payer Model. It is anticipated that any work would be completed using aggregate analytic files provided by the GMCB. Work will not include actuarial claims analysis.

Additional deliverables may be mutually agreed upon based on State need and contractor capabilities. Deliverables will be specified using the Task Order development and approval process.

Approach

Contractor shall provide a project manager to work as the primary point of contact with the State. As a part of its project management duties, the Contractor Project Manager will attend an agreed upon number of informational and status meetings and, when appropriate, call and lead such meetings. Such meetings may include the Project Management Team, the Contract Administrator, other consultants, elected officials, and other stakeholders as designated by the State. The Contractor Project Manager shall work directly with the State Project Manager to define, manage, and control the project scope, timeline, issue escalation and resolution processes. Contractor shall deliver written status reports on a weekly basis.

Status information shall include, at a minimum: all planned tasks accomplished, planned tasks that are incomplete, or behind schedule in the previous week (with reasons given for those behind schedule); all tasks planned for the upcoming two weeks; an updated status of tasks (entered into the project plan and attached to the status report – e.g., percent completed, resources assigned to tasks, etc.); and the status of any corrective actions undertaken. The report will also contain items such as the current status of the project's technical progress and contractual obligations; achievements to date; risk management activities; unresolved issues; requirements to resolve unresolved issues; action items; problems; installation and maintenance results; and significant changes to Contractor's organization or method of operation, to the project management team, or to the deliverable schedule, where applicable.

In addition, Contractor will create and routinely update the project plan, if any, to reflect changes in the nature and timing of project activities, all changes being subject to the State Project Manager's approval. Project deliverables and activities will be subject to the State's quality management process to be defined by the State prior to the project kick-off.

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. **EXPENSES:** The fee for services shall be inclusive of Contractor expenses.
6. Invoices shall be submitted to the State at GMCB.BusinessOffice@vermont.gov.
7. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows: monthly.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

1. 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. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. 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.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

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

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

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. 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. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

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 in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or

indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. 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 this 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. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the 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 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

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 \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. 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.

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

15. 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.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this 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.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this 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.

Attachment 6.4. Attachment C: Standard State Provisions for Contracts and Grants

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.

19. 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 shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

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

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. 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>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- A. Non-Appropriation:** 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.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** 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.

- B. Internal Controls:** 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).
- C. Mandatory Disclosures:** In accordance with 2 CFR 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.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If 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.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT E - ORGANIZATIONAL CONFLICTS OF INTEREST (OCOI)

Definition: Organizational conflict of interest means that because of other activities or relationships with other persons or entities, a contractor as a business entity:

1. Is unable or potentially unable to render impartial assistance or advice to the State; or
2. Is or might be otherwise impaired in its objectivity in performing the contract work (Example: A firm has a contract to inspect work by firms that are its business affiliates); or
3. Has an unfair competitive advantage. (Example: a firm participates in systems engineering and technical direction; preparing specifications or work statements; participates in development and design work; and/or gains access to the information of other companies in performing advisory and assistance services for the government drafting a scope of work for a project, then bids on the project itself.)

Screening:

1. The Contractor will conduct an internal review of its current affiliations and will require its team members to identify potential, real, or perceived OCOIs relative to the scope of work of this contract.
2. The Contractor shall require from its subcontractors screening for actual, apparent or potential organizational conflicts of interest.

Disclosure:

1. The contractor shall make an immediate and full disclosure, in writing, to the Vermont Deputy Secretary of Administration of any potential or actual OCOI or the existence of any facts that may cause a reasonably prudent person to question the contractor's impartiality because of the appearance or existence of bias or an unfair competitive advantage for itself or any subcontractor.
2. Such disclosure shall include a description of the actions the contractor has taken or proposes to take in order to avoid, neutralize, or mitigate any resulting conflict of interest.

Remedies:

1. In the event the State determines that an OCOI exists, the State will discuss the matter with the contractor to determine whether the OCOI can be mitigated to the State's satisfaction.
2. If the State does not deem mitigation practicable, the State may terminate all or a portion of the contract for default, or pursue such other remedies as may be permitted by law or this contract.
3. If a contractor fails to disclose facts pertaining to the existence of a potential or actual OCOI or misrepresents relevant information to the State, the State may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract.

Attachment F
GMCB Task Order Form Template
 (for reference only and not required with bid submission)

Task Title:

Work Plan #:

Background:

Objective:

Scope:

Project Timeline:

Deliverable(s):

<i>Deliverable</i>	<i>Delivery Date</i>	<i>Total Price</i>

The State shall have 10 business days to complete its review of the deliverables. The State shall accept or reject the deliverables in writing. In the event of the State’s rejection of any deliverable, the Contractor shall be notified in writing by the Health Care Project Director, providing specific reason(s) for rejection. The Contractor shall have 10 business days to correct the rejected deliverable and return it to the State. If the Contractor cannot meet the 10-day timeline, State and Contractor shall agree upon a remediation plan to resolve the rejected deliverable.

Staff Assigned and Projected Hours Required:

<i>Title/Role</i>	<i>Hourly Rate</i>	<i>Est. Hours</i>	<i>Total Price</i>

Signatures:

Contractor		
Approval Signature		Date
State of Vermont		
Approval Signature		Date

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT

Subcontractor Reporting Form

This form must be completed in its entirety and submitted prior to contract execution and updated as necessary and provided to the State as additional subcontractors are hired.

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

Contractor 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 of workers. 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: _____

Failure to adhere to Act 54, Section 32 of the Acts of 2009 and submit Subcontractor Reporting: Worker Classification Compliance Requirement will constitute non-compliance and may result in cancellation of contract and/or forfeiture of future bidding privileges until resolved.

Send Completed Form to: Green Mountain Care Board
144 State Street
Montpelier, VT 05633-3601
Attention: Business Office