

STATE OF VERMONT STANDARD SHORT FORM FOR ELIGIBLE SERVICES

Contract # 33521

Use of this Short Form is not authorized and the Standard State Contract Form must be used if any of the following apply: (i) the Contract Term is more than 12 months; (ii) the Maximum Amount is more than \$24,999; (iii) the Scope of Work involves life safety, transport of persons, hazardous materials, construction, data usage or sharing, access to confidential information, services of licensed professionals, a Zero Dollar Contract, and/or a Financial Transaction Contract.

1. **Parties.** This is a contract for services between the State of Vermont, Green Mountain Care Board, (hereafter called "State"), and Capitol Court Reporters, Inc., (hereafter called "Contractor"). It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Contract Term.** The period of Contractor's performance shall begin on April 3rd, 2017 and end on April 2nd, 2018. Either party may cancel this agreement by giving written notice at least thirty (30) days in advance.
3. **Maximum Amount and Payment Provisions.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified herein, a sum not to exceed \$10,000.00. This maximum amount is not a guaranteed amount. Payment shall be contingent upon satisfactory performance by the Contractor. Payment terms shall be Net 30 days from an error-free invoice. Invoices must detail all work performed during the invoice period and the amount(s) payable therefore in accordance with the schedule for deliverables and/or rates for services set forth below. For any schedule for deliverables set forth herein, Contractor shall only submit invoices following State acceptance of the applicable deliverable or deliverable milestone.

The State shall reimburse Contractor as follows:

Appearance fee per half day:	\$200.00
Appearance fee per full day:	\$300.00
E-Transcript:	\$6.75 per page

Contractor will submit an invoice on a monthly basis to the State for services provided during the previous month. Invoice must include unique invoice number, dates of service and the address for remittance of payment. Contractor will be reimbursed for mileage at the current State rate. A billing for mileage shall include the points of origin and destinations and the number of miles traveled. Only actual charges will be paid. Upon full payment by the State, all products of the Contractor's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or sold by the Contractor.

Invoices shall be submitted to:

Erin Collier
Green Mountain Care Board
89 Main St., 3rd Flr.
Montpelier, VT 05620

4. **Scope of Work.** The subject matter of this contract is professional transcription services. Detailed services to be provided by the contractor are as follows:

Contractor shall provide professional transcription services to the State for hospital budget reviews, Certificate of Need reviews, Rate Review hearings and any other proceedings as needed.

Contract specifications shall include:

- a. Transcription of hearings/reviews for the specified day(s).
- b. Providing State with one electronic copy by email.

The following shall be included in the transcriptions:

- a. The front page shall accurately list Board Members present, interested parties and others actively involved in the meeting.
- b. The index shall follow the meeting agenda listing agenda item and presenter(s).

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

By the State of Vermont:

Date: 4/3/17
Signature: [Handwritten Signature]
Name: Susan J. Barrett

By the Contractor:

Date: _____
Signature:  e-Signed by JoAnn Carson
on 2017-04-03 15:39:36 GMT
Name: _____

STANDARD STATE PROVISIONS - FOR ELIGIBLE CONTRACTS UNDER \$25,000
JULY 1, 2016

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

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

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

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

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

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Contractor shall carry general liability insurance. The policy shall be on an occurrence form and limits shall not be less than: \$1,000,000 Per Occurrence \$1,000,000 General Aggregate \$1,000,000 Products/Completed Operations Aggregate.

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

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

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

6. Taxes Due to the State:

- a. Contractor understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Contractor certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Contractor is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Contractor understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Contractor is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has no further legal recourse to contest the amounts due.

7. Child Support: (Applicable if the Contractor is a natural person, not a corporation or partnership.) Contractor states that, as of the date the Agreement is signed, he/she: (a) is not under any obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. Contractor makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Contractor is a resident of Vermont, Contractor makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

(End of Standard Provisions) —