

**STATE OF VERMONT
DEPARTMENT OF INFORMATION & INNOVATION**

It is hereby agreed by the **State of Vermont, Department of Information & Innovation** (hereinafter called the "State") and **CenterBoard Consulting, LLC**, with a principal place of business in 685 Colby Hill, Lincoln, Vermont 05443 (hereinafter called the "Contractor"), that the contract between them originally dated as of 8/14/2013 (hereinafter called the "Contract") is hereby amended as follows:

I. The fifth paragraph in the Contract is amended in its entirety to read as follows:

5. Contract Term. The period of Contractor's performance shall begin on 8/14/2013 and end on 8/13/2016. *The parties may agree to extend this Contract for up to one (1) additional year. Any such extension will require a contract amendment, as required below.*

II. Attachment C is deleted entirely and replaced with the Attachment C "Standard State Provisions for Contracts and Grants", dated 3/01/15, attached hereto as Exhibit 1 to this Amendment.

III. Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment 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.

IV. Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor'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.

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

This document consists of 5 pages. Except as modified by this **Amendment No. 1**, all other provisions in the Contract as amended to date remain in full force and effect.

by the **STATE OF VERMONT**

by **CenterBoard Consulting, LLC**

Date: July 14, 2015

Date: July 20, 2015

Signature: _____

Signature: E-SIGNED by Paul Forlenza
on 2015-07-20 17:01:19 GMT

Name: Darwin Thompson

Name: Paul Forlenza

Title: Deputy Commissioner - DII

Title: Prinicpal

Exhibit 1

State of Vermont – Attachment C_3-1-2015_rev Page 1 of 4

**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. Taxes Due to the State:

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

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

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

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

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

a. is not under any obligation to pay child support; or

b. is under such an obligation and is in good standing with respect to that obligation; or

c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

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

16. No Gifts or Gratuities: Party shall not give title or possession of 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 IX and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)



Vendor ID 0000326985
 CenterBoard Consulting, LLC
 685 Colby Hill
 Lincoln VT 05443
 United States

Phone #:

Contract ID 0000000000000000000025254		Page 1 of 2
Contract Dates 08/14/2013 to 08/13/2015		Origin DII
Description: PM-BA Support Services		Contract Maximum \$245,000.00
Buyer Name Kipp, Peter J	Buyer Phone	Contract Status Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		services generally on the subject of professional project management and business analyst services.	JOB	1.00000	0.00	245,000.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

1. Parties

This is a contract for services between the State of Vermont, Department of Information & Innovation (DII) (hereafter called 'State') and CenterBoard Consulting, LLC, with a principal place of business at 685 Colby Hill, Lincoln, Vermont 05443, (hereafter called 'Contractor'). Contractor's form of business organization is Limited Liability Corporation. 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 professional project management and business analyst services. 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 \$245,000.00.

4. Contract Term

The period of Contractors performance shall begin on August 14, 2013 and end on August 13, 2015.

5. Prior Approvals

If approval by the Attorney General's Office, Secretary of Administration, DII CIO/Commissioner, or Chief Marketing Officer is required. (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by such persons.

- Approval by the Attorney General's Office is required.
- Approval by the Secretary of Administration is not required.
- Approval by the CIO/Commissioner of DII is required.
- Approval by the CMO/Marketing Services is not required.

6. Amendment

This contract 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 30 days in advance.

8. Attachments

This contract consists of 24 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' a preprinted form (revision date 11/7/12)
- Attachment D - Agency of Human Services Customary Contract Provisions (if applicable)
- Attachment E - Non-Disclosure Agreement
- Attachment F - Example Statement of Work Agreement

9. Order of Precedence

Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

State of Vermont

CenterBoard Consulting, LLC
685 Colby Hill
Lincoln VT 05443
United States

CONTRACT



Vendor ID 0000326985
CenterBoard Consulting, LLC
685 Colby Hill
Lincoln VT 05443
United States

Contract ID 0000000000000000000025254		Page 2 of 2
Contract Dates 08/14/2013 to 08/13/2015		Origin DII
Description: PM-BA Support Services		Contract Maximum \$245,000.00
Buyer Name Kipp, Peter J	Buyer Phone	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1) Standard Contract						
2) Attachment C (Standard Contract Provisions for Contracts and Grants)						
3) Attachment D (if applicable)						
4) Attachment A						
5) Attachment B						
6) Attachment E						

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____
Signature: E-SIGNED by Darwin Thompson
on 2013-08-23 12:40:40 GMT

Date: _____
Signature: E-SIGNED by Paul Forlenza
on 2013-08-23 20:13:59 GMT

Name: Darwin Thompson

Name: Paul Forlenza

Title: Deputy Commissioner - DII

Title: Principal

Email: _____

Email: _____

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

Contractor shall provide professional services on the subject matter of Project Management and Business Analyst Services on an as needed basis at the request of the State to support various Information Technology (IT) projects across the State. Services shall be provided by the contractor at a fixed hourly rate, over a specified period, based on a statement of work agreement (SOW Agreement).

The State does not guarantee any level of business under the terms of this contract. Contractor has been pre-qualified to provide Project Management and Business Analyst Services.

Actual work shall not begin until State has generated a written Statement of Work in the form attached hereto as Attachment F for the individual project identified. The State will contact three or more pre-qualified contractors to solicit a proposal for Services. The State may select one or more contractors to accomplish the work, and if we reach agreement, the State will issue a purchase order incorporating the agreed upon Statement of Work under this contract.

1. Services to be Performed and Schedule of Performance.

Work may include and is not limited to following services (the "Services"):

A. Project Management: Contractor shall manage IT projects in accordance with the State's Enterprise Project Management Office (EPMO) processes and standards, which are consistent with the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK) Guide. Specific work to be accomplished will be outlined in SOW Agreements managed by change orders.

B. Business Analysis: Contractor shall work with State agency and department leaders, IT architects, project managers, and subject matter experts to identify and document IT project requirements. This work may involve developing requests for proposals, scopes of work, and other documents reflecting business and technology needs. Specific work to be accomplished will be outlined in SOW Agreements managed by change orders.

C. Organizational change activities:

- Assist the State to define and establish various governance, monitoring and control processes for State IT activities;
- Help define and implement change management plans and processes;
- Assist agencies and department to identify and document current and future state business processes;
- Specific work to be accomplished will be outlined in SOW Agreements managed by change orders.

2. Deliverable Examples:

Project Manager: The Project Manager is primarily responsible for identifying, managing and mitigating project risks and when required, developing cost effective alternatives. Project managers shall also be

directly responsible for ensuring the completion of required project tasks, activities and outcomes including but not limited to the following:

- Creation of a Project Charter;
- Working with project stakeholders and team members to write and execute a project management plan (PMP) that will be approved by a State project manager;
- Preliminary Life Cycle Cost Analysis that outlines the 5 year cost of a system including design, development, implementation, and ongoing maintenance and operations;
- Participate and have technical interactions with project vendors
- Creation and on-going maintenance of a Microsoft Project Plan;
- Provide scheduling, agendas, facilitation and minutes for project team meetings (including a Project Kick-off meeting);
- Generation of periodic Project Status Reports (at such intervals required by the State in a Statement of Work);
- Host monthly Stakeholder reviews of project status and open risks/issues;
- Assisting the State with quality assurance and quality control activities;
- Creation and tracking of the following Project Log documentation:
 - Team Member Directory
 - Project Risks
 - Communications Matrix/Plan
 - Issues Log
 - Action Items Log
 - Budget Log to track budget versus actual expenses
 - Earned Value Management calculations and reporting
 - Business Requirements
 - Test Cases
 - Change Requests
- Obtaining Sponsor and Key Stakeholder sign-off on the major project plans/artifacts, project deliverables and “go/no-go” points at the end of each stage in the solution implementation life cycle;
- Administer and compile input on a Customer Satisfaction Survey at the close of a project; and
- Various technical and project management duties include, development of project management related documentation, reports, procedures, policies and other required deliverables defined by the State EPMO Director.

Business Analyst: The Business Analyst will ensure the needs of the business are well defined, agreed upon and documented. Documentation will be used by technical and business architects, and subject matter experts to determine appropriate solutions and sustainability models. A Business Analyst may be required to:

- Assist agencies and departments in developing a Business Case and Preliminary Life Cycle Cost Analysis documentation;
- Gather and document formal project requirements;
- Analyze and define business objectives and strategies utilizing business process reengineering, current and future state workflow development and analysis, and use of related tools/techniques to develop clear and concise requirements, ongoing support model, and opportunities for process improvement;

- Work with agency/departmental leadership, architects, project managers, and subject matter experts contributing to successful design, development and implementation of new systems or system enhancements;
- Work with agencies and departments, architects and subject matter experts to identify and map the migration/conversion of existing data into a new solution;
- Support the creation of test plans and training materials, and execution of testing and training relevant to the client agency or department's needs;
- Coordinate and collaborate with various project resources to ensure all requirements are incorporated into the project;
- Act as liaison between end users and technology staff, including outside vendors;
- Organize and facilitate technical planning meetings; and
- Communicate with and educate all stakeholders on pertinent elements of the planning process.

A. Location of Services.

As a general rule, project work will be done in Montpelier, VT. The Contractor will be required to work on-site at such site or sites in the State of Vermont as may be identified by the State, where space will be provided. The Contractor will be responsible for all in-State travel using its own mode of transportation. Occasional exceptions to this rule may be established by mutual agreement between the Contractor and the State.

Where applicable, the State will provide a project facility with desks, telephone, LAN connections, and printers. If laptop computers or other mobile peripheral devices are required by the Contractor then the Contractor must provide its own equipment. Contractors will be provided technical support by the State in setting up any accounts or connections required (i.e. State email system, network connectivity, network printing etc.) and Contractor will have access to State phones for use in project related business calls. The State will not pay Contractors' cell phone bills. Remote work by Contractor may be required and will be considered within each Statement of Work as required and approved by the State.

B. Deliverables and 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.

C. Contractor Personnel.

The State must approve people assigned by the Contractor and may require Contractor to conduct reference and background checks of these "Key Personnel". The State reserves the right to require removal or reassignment of Key Personnel found unacceptable to the State for any lawful reason.

1. **Changes Personnel.** Contractor shall use reasonable efforts to make available all Key Personnel for the entire life of a SOW Agreement. Contractor shall not make any changes in Key Personnel assignments during the term of the SOW Agreement without the prior written approval of the State. Such approval shall not be unreasonably withheld; provided, however, replacement Key Personnel shall have comparable or greater skills than Key Personnel being replaced and shall be subject to reference and background checks described above. Notwithstanding the foregoing, the State acknowledges that Key Personnel may become unavailable due to termination of employment for any reason, through disability or death, illness, or through leave of absence such as FMLA or National Guard duty for example. In such circumstances, Contractor shall promptly notify the State in writing of the impending or actual departure of any Key Personnel and of the qualifications and identity of proposed replacement Key Personnel. The State has the right to reasonably disapprove of any replacement Key Personnel. If Contractor prematurely removes Key Personnel for any reason other than those Stated here without the State's approval, Contractor agrees to provide thirty (30) of equivalent skill level of additional services, at no charge.
2. **Control of Contractor Personnel.** Contractor shall be fully responsible for the management, compensation, and performance of all its employees, and the filing of any and all returns and reports and the withholding and/or payment of all applicable federal, State, and local wage tax, or employment-related taxes, including, but not limited to, income taxes, gross receipt taxes, taxes measured by income, social security taxes, and unemployment taxes for Contractor and Contractor's employees. Notwithstanding the foregoing, Contractor's employees shall adhere to the State's policies and procedures, of which Contractor is made aware while on State Premises, and shall behave and perform in a professional manner. The State, may, in its reasonable discretion, require Contractor to replace any Contractor employee, including but not limited to Key Personnel, working hereunder who does not adhere to, behave, and perform consistent with the State's policies and procedures, or otherwise engages in unprofessional or unethical conduct, or abuses any illegal substance or alcohol, or engages in illegal activities, by written notice to Contractor of the requirement of replacement, or with whom there are irresolvable personality

conflicts. Contractor shall use reasonable efforts to promptly and expeditiously replace Key Personnel and replace all other personnel within fifteen (15) business days of receipt of the written notice unless otherwise mutually agreed.

3. **Non-Disclosure Agreement.** A non-disclosure agreement (NDA) shall be signed by all contractor personnel for each Statement of Work Contractor enters into. A form of the State NDA is attached hereto as Attachment E.

D. State Roles and Responsibilities.

- State Chief Information Officer or Designee – Shall enter into Statement of Work with the Contractor and approve invoices for payment.
- State Project Manager – Manage quality control, quality assurance, and change control activities, recommend payment of Contractor invoices, resolve resource issues, and provide work area and access for Contractor. Provide high level oversight and review of contractor project management work performed, and first line of support for project management related questions.
- State Business Analyst - Provide high level oversight and review of business analysis work performed, and first line of support for analyst related questions.

3. Ownership of Intellectual Property

(a) 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. Without any additional cost to State, Contractor Personnel shall promptly give the State all reasonable assistance and execute all documents the State may reasonably request to assist and enable the State to perfect, preserve, enforce, register and record its rights in and to all Work Product. Contractor hereby appoints the State, through its designated signatory, as Contractor's agent and Attorney-in-Fact to execute, deliver and file, as and if necessary, any and all documents necessary to give effect to the provisions of this Section and to take all actions necessary therefore, in Contractor's stead and name, with the same force and effect as if executed, delivered and/or filed by Contractor.

4. Confidentiality

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 ("State Information"). 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. The Contractor represents and warrants that it has implemented and it shall maintain during the term of this Contract and any Statement of Work 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* 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.

State information will not be utilized by Contractor for any purpose other than that of rendering the Services. State information is and will remain the exclusive property of the State. Contractor will not possess or assert any lien, claim, demand or other right or interest in, against or to State information. No State information, or any part thereof, will be sold, assigned, leased, licensed or otherwise disposed of, directly or indirectly, to third parties or commercially exploited by or on behalf of Contractor or used for any purpose, other than in support of Contractor's performance of its obligations hereunder and only to the extent necessary and permitted by the State for Contractor to do so.

Upon the State's request or the termination or expiration of this Contract for any reason, Contractor shall either return or, if specifically directed by State, destroy all State information in its possession, power or control in a manner that assures the State information is rendered unrecoverable.

Required Project Policies, Guidelines and Methodologies.

The Contractor shall be required to comply with all applicable laws, regulations, policies, standards, fingerprint supported background checks, and guidelines affecting State of Vermont IT projects, which may be created or changed periodically. It is the responsibility of the Contractor to insure adherence and to remain abreast of new or revised Laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- Health Insurance Portability and Accountability Act (HIPAA)
- The State's Enterprise Architecture Program
- The State Information Technology Security Policy and Standards

- The State Digital Imaging Guidelines
- The State File Formats Policy and Guidelines
- The State's Record Management Best Practice

The above policies and/or guidelines are available upon request, or can all be found here:
http://dij.vermont.gov/Policy_Central

5. Performance Measures.

- A. Statement of Work Agreements will be based upon specific deliverables, estimated hours required, and fixed hourly rates, subject to quality assurance and change control.
- B. Invoices and payments will be based on actual hours worked.
- C. Project metrics may be further defined in the Statement of Work Agreement.

-
- 6. Professional Liability Insurance Coverage.** In addition to the insurance required in Attachment C to this Contract, Contractor agrees to procure and maintain professional liability insurance for any and all services performed under this Contract, with a minimum coverage of \$1,000,000 per occurrence.
-

4. The following documentation is required in support of invoices:
 - Numbered invoice (if invoice received from Contractor does not include an invoice number, the Project Manager, as specified above, must stamp the issued PO number on the invoice, reference the contract number and project name and number);
 - Invoices shall include description of work, number of hours worked if applicable, including copies of time sheets and a certified payroll following the USDOL form (or comparable);
 - Time frame indicated of when work was performed;
 - Contract number that the invoice is to be paid from;
 - Copy of quote originally submitted;
 - Project description
 - Certification that the Contractor has no ownership (majority or minority) in any subcontractor they claim for profit and overhead;
5. Change Orders: No changes, alterations, modifications, or amendments to the terms and conditions of this Contract shall be effective unless reduced to writing, numbered, signed and otherwise properly executed by the duly authorized representative of the State and Contractor.
6. Any services outside of this Contract shall not be allowed.
7. Invoices must be rendered on Contractor's standard billhead or official letterhead. Invoices shall be submitted to:

Department of Information and Innovation
Attn: EPMO Director
133 State Street, 5th Floor
Montpelier, Vt. 05633

-
9. Payment Terms: Net 30.

ATTACHMENT C
STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
11/7/2012

- 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.

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. 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 will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter 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. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

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

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

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

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

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she: a. is not under any obligation to pay child support; or
b. is under such an obligation and is in good standing with respect to that obligation; or
c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

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

16. No Gifts or Gratuities: Party shall not give title or possession of 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.

(End of Standard Provisions)

ATTACHMENT D

AGENCY OF HUMAN SERVICES

CUSTOMARY CONTRACT PROVISIONS

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.

2. **2-1-1 Data Base:** The Contractor providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Contractor will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org

3. **Medicaid Program Contractors:**

Inspection of Records: Any contracts accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and Inspect and audit any financial records of such Contractor or subcontractor.

Subcontracting for Medicaid Services: Having a subcontract does not terminate the Contractor, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Contractor or subcontractor and provide for revoking delegation or imposing other sanctions if the Contractor or subcontractor's performance is inadequate. The Contractor agrees to make available upon request to the Agency of Human Services; the Department of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all contracts and subcontracts between the Contractor and service providers.

Medicaid Notification of Termination Requirements: Any Contractor accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Department of Vermont Health Access, Managed Care Organization enrollee notification requirements.

Encounter Data: Any Contractor accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: All contractors and subcontractors must provide a security plan, risk assessment, and security controls review document within three months of the start date of this agreement (and update it annually thereafter) to support audit compliance with

45CFR95.621 subpart F, *ADP (Automated Data Processing) System Security Requirements and Review Process*.

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.
5. **Voter Registration.** When designated by the Secretary of State, the Contractor agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.
6. **Drug Free Workplace Act.** The Contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.
7. **Privacy and Security Standards.**

Protected Health Information: The Contractor shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this contract. The Contractor shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Contractor or subcontractor shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

Other Confidential Consumer Information: The Contractor agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Contractor agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations. The Contractor shall ensure that all of its employees and subcontractors performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

Social Security numbers: The Contractor agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.
8. **Abuse Registry.** The Contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a

substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).

9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

The Contractor shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State.

If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor's materials.

11. **Security and Data Transfers.** The State shall work with the Contractor to ensure compliance with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Contractor of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Contractor to implement any required.

The Contractor will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Contractor will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. The Contractor will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, the Contractor shall securely delete data (including archival backups) from the Contractor's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

12. **Computing and Communication:** The Contractor shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Contractor as part of this agreement. Options include, but are not limited to:

1. Contractor's provision of certified computing equipment, peripherals and mobile devices, on a separate Contractor's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

The State will not supply e-mail accounts to the Contractor.

13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

14. **Non-discrimination.** The Contractor will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

The Contractor will also not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity under Title 9 V.S.A. Chapter 139.

15. **Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood

development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

Contractors are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

Attachment F - Revised AHS -12/10/10

ATTACHMENT E

FORM OF NON-DISCLOSURE AGREEMENT
CONFIDENTIALITY AGREEMENT

This Agreement for use and non-disclosure of confidential and proprietary information ("Agreement") entered into and effective this 14th day of August, 2013 by and between:

[CONTRACTOR]

and

[STATE]

WHEREAS, **CenterBoard Consulting, LLC ("Provider")** and **Department of Information & Innovation ("State")** wish to protect and preserve the confidential and/or proprietary nature of information disclosed or made available to each other in connection with discussions and/or negotiations and/or an agreement regarding services contemplated by the parties; and

WHEREAS, each party will disclose valuable, confidential, proprietary and/or inside information to the other;

IT IS HEREBY AGREED, that neither PROVIDER nor State will voluntarily disclose information for which a reasonable claim of exemption can be made, including, but not limited to, proprietary and confidential information that is exempt from public disclosure by the State of Vermont pursuant to 1 VSA § 317(c), subject to the following terms and conditions:

The term "proprietary information" means information, whether presented orally or in writing, and whether or not marked as "confidential" or "proprietary," which could provide a competitive advantage to the party possessing such information and which either embodies trade secrets or is confidential technical, business, or financial information provided that such information:

- a. is not generally known, or is not available from other sources without obligations concerning its confidentiality;
 - b. has not been made available by the owners to others without obligations concerning its confidentiality;
 - c. is not already available to the public without obligations concerning its confidentiality; or,
 - d. has not been developed independently by persons who have had no access to the information.
1. Each party agrees to use the confidential and proprietary information received from the other party only for the purposes of and in accordance with this Agreement. All proprietary rights and interests in and to a party's confidential and proprietary information will remain such party's property. No rights, licenses, trademarks, inventions, copyrights, or patents are implied or granted under this Agreement.
 2. The receiving party shall provide at a minimum the same care to avoid disclosure or unauthorized use of the confidential and proprietary information as it provides to protect its own similar confidential and proprietary

information. It is agreed that all confidential and proprietary information shall be retained by the receiving party in a secure place with access limited to only such of the receiving party's employees or agents who have a "need to know" such confidential and proprietary information in pursuance of this Agreement.

3. All confidential and proprietary information, unless otherwise specified in writing by additional agreement, shall remain the property of the disclosing party and shall be used by the receiving party only for the purpose intended.
4. Each party agrees not to disclose the fact of their relationship with the other party to any third party except as contemplated by this Agreement and other than as required by any law (including the Vermont Access to Records Law (1 VSA §315 et seq)), rule or regulation or judicial process.
5. The receiving party shall promptly notify the disclosing party of any request or demand by any court, governmental agency or other person asserting a demand or request for confidential and proprietary information of the disclosing party supplied pursuant to this Agreement, so that the disclosing party may seek an appropriate protective order. PROVIDER acknowledges that State is subject to the terms of the Vermont Access to Public Records Law, 1 VSA 315 et seq, and PROVIDER agrees that it will not make any claim against State if the State makes available to the public any information it receives from PROVIDER in response to a binding order from a court or governmental body or agency compelling its production.
6. This Agreement shall remain in full force and effect for a period of two (2) years, unless earlier terminated or extended as agreed by PROVIDER and State or protected for a longer period of time by law.
7. This Agreement may be terminated at any time during the term of the Agreement upon sixty (60) days written notice to the other party; provided that termination or expiration of this Agreement shall not relieve the recipient party of its obligations under this Agreement with respect to confidential and proprietary information exchanged prior to the effective date of the termination or expiration.
8. This Agreement may be executed in one or more counterparts (which may be originals, photocopies or copies sent by facsimile transmission), each of which counterparts shall be an original, but all of which shall constitute one and the same document.
9. This Agreement may not be amended except in writing by the parties' authorized representatives. There are no agreements, understandings, or representations, express or implied, not specified herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized respective representatives as of the date first herein above written.

PROVIDER:

STATE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

ATTACHMENT F

EXAMPLE STATEMENT OF WORK AGREEMENT

PROJECT TITLE XXXXXXXXXX Project
VISION PO # _____
CONTRACT # XXXXX ("Master Agreement")

This is a Statement of Work Agreement ("SOW Agreement") between the State of Vermont, Department of Information and Innovation, hereafter called "State") and _____, with principal place of business at _____, (hereafter called "Contractor"). This SOW Agreement is entered into in accordance with the Master Agreement and incorporates all of the terms and conditions of the Master Agreement. [Applicable to AHS SOW Agreements: This SOW Agreement incorporates Attachment(s) E-H attached to the Master Agreement.]

Time for Performance

The term of this SOW Agreement shall begin on _____ and end on _____ (the "Initial Term"). This Initial Term may be altered with a change order as the parties may agree. In the event the term of the Master Agreement is not extended beyond [INSERT TERMINATION OF MASTER], this SOW Agreement shall terminate upon the termination of the Master Agreement.

Project Management [OR Business Analysis, as applicable]

[INDICATE STATE RESOURCES AND CENTRAL POINT OF CONTACT]
[INDICATE KEY CONTRACTOR STAFF]
[INDICATE PROJECT MANAGEMENT METHODOLOGY, IF APPLICABLE]

INSERT APPLICABLE SERVICES

This SOW Agreement for Services shall be submitted to the State of Vermont Office of the Attorney General for a determination in accordance with 3 V.S.A. 311(a)(10) that such engagement is not contrary to the spirit and intent of the classification plan and merit system principles and standards provided by Chapter 13 of Title 3 of the Vermont Statutes.

Scope of Work

The Contractor shall, in full satisfaction of the specific requirements of this SOW Agreement, provide the services set forth herein [and Attachments 1, 2, 3 to this SOW Agreement]. These services shall be provided in accordance with the Master Agreement and this SOW Agreement.

Consideration and Payment

The consideration to be paid the Contractor shall be made in accordance with the Master Agreement and this SOW Agreement and shall not exceed \$ _____. Payments to the Contractor shall be made as outlined below:

SERVICES	Delivery Date	Amount
Deliverable A		
Deliverable B		
Deliverable C		
Deliverable D		

Payment for services will be made at the rate of \$ ___ per hour, however, total payment for services shall not exceed \$ _____.

Deliverable payments shall be made only upon approval and acceptance by the State.

If appropriations are insufficient to support this SOW Agreement after the project starts and/or should the State want to cancel this agreement due to services performed not up to the standards agreed to in the Agreement and the State and the Contractor cannot agree on a resolution, the State may cancel this SOW Agreement. In the event the State cancels this SOW Agreement, the State will pay for all Services performed up until the date of cancellation if the State accepts the work deliverables. Under this scenario the State will give a 5 day notice for cancelation and in process deliverables will be pro-rated based upon the work completed at the time of Contract cancellation.

[The State shall retain 10% of each payment until the satisfactory completion of the Project by the prescribed time and to the satisfaction of the State. Payment of retained fees shall occur one month after the completion date upon receipt of invoice from Contractor, provided State has accepted all deliverables under this SOW Agreement.]

WE THE UNDERSIGNED parties agree to be bound by this SOW Agreement and the Master Agreement.

STATE OF VERMONT

[CONTRACTOR]

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____