



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: James Reardon, Commissioner of Finance & Management
From: Nathan Lavery, Fiscal Analyst
Date: October 25, 2011
Subject: JFO #2525, #2526, #2528, #2530

No Joint Fiscal Committee member has requested that the following items be held for review:

JFO #2525 — \$200,000 grant from the U.S. Department of Justice to the Vermont Criminal Justice Training Council (CJTC). These funds will be used to provide CJTC students with laptop computers and wireless internet access.
[JFO received 9/23/11]

JFO #2526 — \$118,078 grant from the National Archives and Records Administration to the Vermont Secretary of State. These funds will be used to archive court records and make them available to the public (Vermont Court Records Project). **One limited service position is associated with this request.**
[JFO received 9/23/11]

JFO #2528 — \$9,985 grant from the U.S. Department of Health & Human Services to the Vermont Department of Health. These funds will be used to establish and support a Food Safety Task Force for one year, including one full day conference and two Task Force meetings.
[JFO received 9/23/11]

JFO #2530 — \$150,000 grant from the Robert Wood Johnson Foundation to the Vermont Department of Banking, Insurance, Securities and Health Care Administration (BISHCA). These funds will be used to assist BISHCA's analysis of health care reform issues related to the establishment of a state health care exchange in Vermont.
[JFO received 10/12/11]

The Governor's approval may now be considered final. We ask that you inform the Secretary of Administration and your staff of this action.

cc: R.J. Elrick, Executive Director
Jim Condos, Secretary of State
Harry Chen, Commissioner
Steve Kimbell, Commissioner



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: Joint Fiscal Committee Members
From: Nathan Lavery, Fiscal Analyst
Date: October 14, 2011
Subject: Grant Requests

Enclosed please find one (1) item that the Joint Fiscal Office has received from the administration

JFO #2530 — \$150,000 grant from the Robert Wood Johnson Foundation to the Vermont Department of Banking, Insurance, Securities and Health Care Administration (BISHCA). These funds will be used to assist BISHCA's analysis of health care reform issues related to the establishment of a state health care exchange in Vermont. Because this work is intended to inform decisions facing the General Assembly during the 2012 legislative session, **expedited review has been requested. Joint Fiscal Committee members will be contacted by October 28 with a request to waive the balance of the review period and accept this item.**

[JFO received 10/12/11]

Please review the enclosed materials and notify the Joint Fiscal Office (Nathan Lavery at (802) 828-1488; nlavery@leg.state.vt.us) if you have questions or would like an item held for Joint Fiscal Committee review. Unless we hear from you to the contrary by October 28 we will assume that you agree to consider as final the Governor's acceptance of this request.

State of Vermont
 Department of Finance & Management
 109 State Street, Pavilion Building
 Montpelier, VT 05620-0401

[phone] 802-828-2376
 [fax] 802-828-2428

Agency of Administration

JFO 2530

**STATE OF VERMONT
 FINANCE & MANAGEMENT GRANT REVIEW FORM**

Grant Summary:	This grant is to analyze health reform issues affecting Vermont in relation to the operation of a health care exchange.				
Date:	10/6/2011				
Department:	Banking, Insurance, Securities and Health Care Administration(BISHCA)				
Legal Title of Grant:	Analyzing Health Reform Issues				
Federal Catalog #:	NA				
Grant/Donor Name and Address:	Robert Wood Johnson Foundation, P.O. Box 2316, Princeton, NJ 08543				
Grant Period:	From:	10/1/2011	To:	6/30/2012	
Grant/Donation	\$150,000				
	SFY 1	SFY 2	SFY 3	Total	Comments
Grant Amount:	\$150,000	\$	\$	\$150,000	
Position Information:	# Positions	Explanation/Comments			
	0				
Additional Comments:	BISHCA is requesting that this grant approval be expedited .				
Department of Finance & Management:	<i>[Signature]</i>			<i>[Signature]</i>	(Initial)
Secretary of Administration				<i>[Signature]</i>	(Initial) 10/10/11
Sent To Joint Fiscal Office					Date 10/11/11

RECEIVED
 OCT 12 2011
 JOINT FISCAL OFFICE

STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

BASIC GRANT INFORMATION					
1. Agency:					
2. Department:		BISHCA			
3. Program:		Administration Division			
4. Legal Title of Grant:		Analyzing Health Reform Issues			
5. Federal Catalog #:		NA			
6. Grant/Donor Name and Address: Robert Wood Johnson Foundation, P.O. Box 2316, Princeton, NJ 08543					
7. Grant Period:		From:	10/1/2011	To:	6/30/2012
8. Purpose of Grant: Analyzing health reform issues affecting Vermont to inform operation of a health care exchange					
9. Impact on existing program if grant is not Accepted: None					
10. BUDGET INFORMATION					
	SFY 1	SFY 2	SFY 3	Comments	
Expenditures:	FY 2012	FY	FY		
Personal Services	\$150,000	\$	\$		
Operating Expenses	\$	\$	\$		
Grants	\$	\$	\$		
Total	\$150,000	\$	\$		
Revenues:					
State Funds:	\$	\$	\$		
Cash	\$	\$	\$		
In-Kind	\$	\$	\$		
Federal Funds:	\$	\$	\$		
(Direct Costs)	\$	\$	\$		
(Statewide Indirect)	\$	\$	\$		
(Departmental Indirect)	\$	\$	\$		
Other Funds:	\$	\$	\$		
Grant (source Robert Wood Johnson Foundation)	\$150,000	\$	\$		
Total	\$150,000	\$	\$		
Appropriation No:	2210080000	Amount:	\$150,000		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
		Total	\$		

STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

PERSONAL SERVICE INFORMATION		
11. Will monies from this grant be used to fund one or more Personal Service Contracts? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy. Appointing Authority Name: Stephen W. Kimbell Agreed by: <u>SK</u> (initial)		
12. Limited Service Position Information:	# Positions	Title
Total Positions		
12a. Equipment and space for these positions: <input type="checkbox"/> Is presently available. <input type="checkbox"/> Can be obtained with available funds.		
13. AUTHORIZATION AGENCY/DEPARTMENT		
I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):	Signature: <u>S.W. Kimbell</u> Title: Commissioner	Date: <u>10/5/11</u>
	Signature: _____ Title: _____	Date: _____
	14. SECRETARY OF ADMINISTRATION	
<input checked="" type="checkbox"/>	Approved: <u>SK</u> (Secretary or designee signature) <u>Ken Deary</u>	Date: <u>10/10/11</u>
15. ACTION BY GOVERNOR		
<input checked="" type="checkbox"/>	Check One Box: Accepted	
<input type="checkbox"/>	Rejected	(Governor's signature) <u>[Signature]</u> Date: <u>10/11/11</u>
16. DOCUMENTATION REQUIRED		
Required GRANT Documentation		
<input type="checkbox"/> Request Memo <input type="checkbox"/> Dept. project approval (if applicable) <input type="checkbox"/> Notice of Award <input type="checkbox"/> Grant Agreement <input type="checkbox"/> Grant Budget	<input type="checkbox"/> Notice of Donation (if any) <input type="checkbox"/> Grant (Project) Timeline (if applicable) <input type="checkbox"/> Request for Extension (if applicable) <input type="checkbox"/> Form AA-1PN attached (if applicable)	
End Form AA-1		
(*) The term "grant" refers to any grant, gift, loan, or any sum of money or thing of value to be accepted by any agency, department, commission, board, or other part of state government (see 32 V.S.A. §5).		



State of Vermont
Department of Banking, Insurance,
Securities and Health Care Administration
89 Main Street
Montpelier, VT 05620-3101
www.bishca.state.vt.us

Consumer Assistance Only:
Insurance: 1-800-964-1784
Health Care Admin.: 1-800-631-7788
Securities: 1-877-550-3907

To: Toni Hartrich, Budget Analyst
From: Sandy Barton, Director, Administrative Services
Date: October 6, 2011
Re: AA-1 Grant Acceptance
Robert Wood Johnson Foundation Grant to BISHCA

Attached please find an AA-1 Grant Acceptance Form for BISHCA to receive a grant of \$150,000 from the Robert Wood Johnson Foundation.

This grant is to assist in analyzing health reform issues affecting Vermont in regards to a state health care exchange.

We are requesting that this Grant Acceptance submission be expedited through the approval process. I have attached a memo from David Mannis, the project leader, explaining why we are requesting the expedited process.

Please let me know if you have any questions regarding this request. I can be reached at 828-2379 or Sandy.Barton@state.vt.us.

Thank you.

SB
Attachments





State of Vermont
Department of Banking, Insurance,
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89 Main Street
Montpelier, VT 05620-3101
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Health Care Admin.: 1-800-631-7788
Securities: 1-877-550-3907

To: Joint Fiscal Office

From: David Mannis, Public Information Officer 

Date: October 6, 2011

Re: AA-1 Grant Acceptance – Expedited process
Robert Wood Johnson Foundation Grant to BISHCA

BISHCA is requesting an expedited process for approval of a grant that is being awarded from the Robert Wood Johnson Foundation. The Grant is for \$150,000 for work related to analyses in support of a health care exchange in Vermont.

The work to be performed under this grant – modeling of impacts of moving various population segments in and out of Vermont’s health care exchange and which types of coverage will be available to those groups – will be an essential determinant of the exchange’s success. This work will help the exchange decide how to equitably spread insurance risks, set fair rates for those purchasing in the exchange, and defend against predatory competition from outside the exchange.

The work is time-sensitive because the issues to be researched by the grantees will be considered by the Legislature, some pursuant to provisions of Act 48 of 2011, during the 2012 legislative session. This grant was designed to provide executive branch staff with the analytic information to make timely recommendations to the Legislature.

If the work performed under this grant is to be of constructive use in the upcoming legislative session it should begin immediately.

Thank you for your consideration and please let me know if you have any questions. I can be reached at 828-4872 or David.Mannis@state.vt.us.

SB
Attachments



Banking
802-828-3307

Insurance
802-828-3301

Captive Insurance
802-828-3304

Securities
802-828-3420

Health Care Admin.
802-828-2900

REC'D OCT 06 2011

Barton, Sandy

From: Office of Proposal Management <awards@rwjf.org>
Sent: Thursday, October 06, 2011 12:17 PM
To: Governor Peter Shumlin
Cc: Kimbell, Steve; Mannis, David; Barton, Sandy
Subject: I.D. 69445 - Award Approved
Attachments: GFRF_69445.xls

I am pleased to inform you that the Robert Wood Johnson Foundation has approved the following award:

Awardee: State of Vermont Department of Banking, Insurance, Securities & Health Care Administration
I.D.: 69445
Amount: \$150,000
Purpose: Analyzing health reform issues affecting Vermont to inform operation of a state health care exchange
Project Information: Grant Period: October 1, 2011 through June 30, 2012
Project Director: David Mannis, 802-828-4872 (David.Mannis@state.vt.us)
RWJF Contact: Program Associate: Parsa S. Sajid, 609-627-6335 (psajid@rwjf.org)
Grants Administrator: James L. Mendez, 609-627-6316 (jmendez@rwjf.org)

Please refer to the following information pertaining to your grant.

1. **Payment of Award**

Payment in the amount of \$135,000, which represents the initial payment of your award, will be mailed to Sandy Barton. Allow two weeks for processing. Attached is your Financial Report form listing your financial reporting period(s). We will distribute additional payments upon receipt of your Financial Reports. As a rule, for projects with award periods of one year or less, 10 percent of the total award amount will be withheld until all financial and narrative reporting requirements have been met. For projects with award periods of more than one year, 10 percent of the final budget year amount will be withheld until these requirements have been met. For your reference, our payment schedule is available at: www.rwjf.org/files/publications/Payment-Models.pdf.

2. **Terms**

The terms of your award are outlined in the Foundation's Letter of Agreement, which is the legal document governing your award, signed by your authorized official, dated October 4, 2011.

3. **Contracts**

Unless previously approved during budget negotiations, the Foundation must agree to the use of a contractor. The terms and conditions of any contracts so approved should be consistent with the terms and conditions of the Foundation's Letter of Agreement. The Foundation will not be a party to your contracts. You retain full responsibility for your contracts, which includes overseeing the work and deliverables, and reporting the expenses associated with the contract to the Foundation. We recommend that you consider including right to audit provisions and record retention expectations when negotiating contracts.

If Foundation funds are the sole source of support for the project funded by your award, for all contracts, the start date should not be earlier than the start date of your award, and the end date should not be later than the end date of the award. Other funds should be used to pay for any contractual costs that begin earlier than the anticipated start date or end later than the anticipated end date of the award.

4. **Audits**

The Foundation may select grantees and contractors to be audited. If your organization is selected, you will be notified in advance of the audit.

5. **Reporting**

Our *Financial Guidelines and Reporting Requirements* and our *Grant Budget Revision Guidelines* are on our Web

site, at www.rwjf.org/grantees/instructionslist.jsp. Please read and follow these guidelines carefully. They contain a number of specific requirements regarding the use of funds, budget revisions, and electronic submission of narrative and financial reports and products.

Multi-year budgets of \$500,000 or less will be reviewed pre-award on an annual basis. However, post-award, expenses will be monitored against the full award amount instead of against each year's budget. Unless you are otherwise notified, your financial reports are due 30 days after each reporting period listed on the attached Financial Report form. Annual Narrative Reports are due 30 days after each reporting period, with a Final Narrative Report due 30 days after the end date of the grant. The attached Financial Report form should be completed for each reporting period, for monitoring purposes and to generate further payments.

Please submit all reports and products electronically to grantreports@rwjf.org. The document, *RWJF Electronic Submission Standards*, provides instructions. It can be found at www.rwjf.org/grantees/instructionslist.jsp. Please remember to e-mail your products as soon as you complete them; do not wait until the end of the reporting period.

6. **Financial Correspondence**

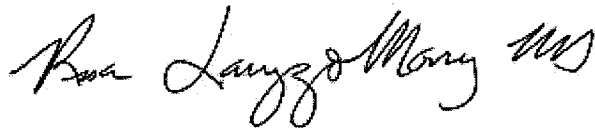
When submitting correspondence about your grant, please refer to the above-captioned ID#. Correspondence (including any changes to the financial officer) and questions regarding financial matters or items in this letter should be addressed to the grants administrator listed above.

7. **Communications**

The Foundation would like to know about any communications plans you have for this project, and, if appropriate, to involve your project in our overall communications about our strategy in this area. Please consult with David Adler (dadler@rwjf.org) in our Communications Department about any communications activities you propose, and do not issue any public announcements about your project without first checking with Mr. Adler. This includes all materials that you propose to produce and disseminate that include the Foundation's name and logo. Please go to www.rwjf.org/grantees/policies/logo.jsp to read our guidelines for communicating about your grant and/or using the RWJF logo.

We are privileged to have you in the Foundation's family of grantees. We are enthusiastic about your project and wish you success as we embark together on this important endeavor to improve health and health care for all Americans and to make a difference in our lifetime.

Sincerely,



Risa Lavizzo-Mourey, M.D., M.B.A.
President and CEO
Robert Wood Johnson Foundation
Route 1 & College Road East
Princeton, NJ 08543
Tel. 877 843 RWJF (7953)
www.rwjf.org

FINANCIAL REPORT

(As of 10/06/2011)

Robert Wood Johnson Foundation**69445** Analyzing health reform issues affecting Vermont to inform operation of a state health care exchange

State of Vermont Department of Banking, Insurance, Securities & Health Care Administration

Project Director: David Mannis

Financial Officer: Sandy Barton

Program Officer: Parsa S. Sajid

Grants Administrator: James L. Mendez

Budget Period: 10/01/2011 to 06/30/2012**Project Period: 10/01/2011 to 06/30/2012**

Budget for Period: 1

Revised: 10/06/2011 System Generated

Item	Approved Budget Amount	Period 1 10/01/11- 06/30/12
Purchased Services	150,000	
Purchased Services TOTAL	150,000	
Grand Total	150,000	

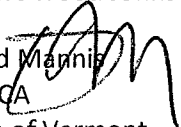


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Securities: 1-877-550-3907

October 4, 2011

To: Robert Wood Johnson Foundation

From: David Wannin 
BISHCA
State of Vermont

Re: Letter of Agreement

Please find attached a signed Letter of Agreement for the grant ID# 69445



Banking
802-828-3307

Insurance
802-828-3301

Captive Insurance
802-828-3304

Securities
802-828-3420

Health Care Admin.
802-828-2900



Robert Wood Johnson Foundation

LETTER OF AGREEMENT

Following are the terms and conditions applying to grants made by the Robert Wood Johnson Foundation (referred to as "the Foundation," "we" or "us"). As a grantee (referred to as "grantee" or "you"), you should read this carefully; your signature on this form constitutes your acceptance of all the terms and conditions. As used in this form, the term "grant" includes any income you derive from the grant.

Awardee: State of Vermont Department of Banking, Insurance, Securities & Health Care Administration
I.D.: 69445
Amount: \$150,000
Purpose: Analyzing health reform issues affecting Vermont to inform operation of a state health care exchange
Project Information: Grant Period: October 1, 2011 through June 30, 2012
Project Director: David Mannis, 802-828-4872 (David.Mannis@state.vt.us)

1. PURPOSE AND ADMINISTRATION. You will directly administer the project or program being supported by the grant and agree that no grant funds shall be used in any way other than as specifically set forth in this Letter of Agreement and the final proposal, budget and related documents, all as approved by the Foundation (the "Approved Grant Documents") without the Foundation's prior written consent. You further agree that no grant funds shall be disbursed to any organization or entity, whether or not formed by you, except as specifically set forth in the Approved Grant Documents.

The grant will support the Vermont Department of Banking, Insurance, Securities and Health Care Administration in conducting research and analysis related to development and operation of the state's health benefit exchange under the Affordable Care Act. The department must present a report to the state Legislature with recommendations on the following questions: (1) Shall the Vermont health benefit exchange be open to employee groups of 50 employees or fewer, or to groups of 100 employees or fewer; (2) shall Vermont permit "qualified plans" (as defined by federal law and potentially modified by Vermont law) to be sold inside and also outside the exchange; (3) shall the state permit other ("nonqualified") plans to be sold outside the exchange; (4) shall supplemental coverage be offered inside and outside the exchange; and (5) shall association-plan coverage be prohibited? The department will use the grant to retain two consultants to perform nonpartisan research and analysis to assist in development of this report; an actuarial consultant to perform research and analysis to explore these questions and lay out advantages and disadvantages of each option; and a marketing consultant to design and conduct focus groups to provide research on businesses and employees who are likely to be affected by the outcome of the report and the subsequent design of the exchange.

No changes may be made to the nature or scope of the program or project being supported by this grant without the express written consent of the Foundation.

2. USE OF GRANT FUNDS.

A. No part of the grant shall be used to carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code.

B. No part of the grant shall be used to attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Internal Revenue Code.

C. No part of the grant shall be used to provide a grant to an individual for travel, study or similar purpose within the meaning of Section 4945(d)(3) of the Internal Revenue Code, without prior written approval of the Foundation. Payments of salaries, other compensation or expense reimbursement to your employees within the scope of their employment do not constitute grants for these purposes and are not subject to these restrictions.

D. No part of the grant shall be used for purposes other than religious, charitable, scientific, literary or educational purposes or the prevention of cruelty to children or animals within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code. If any portion of the grant is used for purposes other than those described in Section 170(c)(2)(B) of the Internal Revenue Code, you shall repay to the Foundation that portion of the grant and any additional amount in excess of such portion necessary to effect a correction under Section 4945 of the Internal Revenue Code.

E. You promptly shall repay any portion of the grant which for any reason is not used exclusively for the purposes of the grant. You shall repay to the Foundation any portion of the grant which is not used exclusively for the purposes described in Section 1 hereof by the expiration of the grant period or within any approved extension within thirty (30) days. If we terminate the grant pursuant to Section 11 hereof, you shall repay within thirty (30) days all grant funds unexpended as of the effective date of termination and all grant funds expended for purposes or items allocable to the period of time after the effective date of termination.

F. If you are directly or indirectly controlled by the Foundation or by one or more "disqualified persons" (within the meaning of Section 4946 of the Internal Revenue Code) with respect to the Foundation, you agree (i) to expend all of the grant prior to the close of your first annual accounting period following the taxable year in which you receive a grant payment, as qualifying distributions within the meaning of Section 4942(g)(3) and (h); and (ii) to submit to the Foundation promptly after the close of your annual accounting period a full and complete written report signed by an appropriate officer, director or trustee showing that the qualifying distribution has been made, the name and address of the recipient or recipients, the amounts received by each and that all the distributions are treated as distributions out of corpus under Section 4942(g)(3) and (h).

G. Grantee agrees that any polls or surveys funded as part of this grant, if any, shall comply fully with the RWJF Guidelines for Funding and Releasing Polls and Surveys (which are available at www.rwjf.org/grantees/policies/other.jsp).

3. **BUDGET.** The grant budget and any revisions thereto shall comply with our Budget Preparation Guidelines (previously provided with your proposal application and instructions), Budget Revision Guidelines (which are available at www.rwjf.org/grantees/instructionlist.jsp) and any additional instructions contained in the award letter sent by the Foundation to you (collectively the "Budget Guidelines"). Such Budget Guidelines, as they may be modified by us from time to time, are part of the terms and conditions of your grant. Expenditures of grant funds must adhere to the specific line items in your approved grant budget.

4. **ACCOUNTING AND AUDIT.** You shall indicate the grant separately on your books of account. You shall maintain a systematic accounting record of the receipt and disbursement of funds and expenditures incurred under the terms of the grant and shall retain the substantiating documents such as bills, invoices, cancelled checks and receipts in your files for at least four (4) years after expiration of the grant period. You

agree promptly to furnish the Foundation with copies of such documents upon the Foundation's request and to make your books and records available for inspection by us at reasonable times.

At our expense, we may audit or have audited your grant-related books and records, and you shall provide all necessary assistance in connection therewith.

5. REPORTS. You shall furnish financial reports to us for each budget period of the grant and upon expiration, repayment (pursuant to Section 2E) or termination of the grant (pursuant to Section 11). The financial report shall show actual expenditures reported as of the date of the report against the approved line item budget. You shall furnish annual narrative reports and the final narrative report to us which shall include a report on the progress you made toward achieving the grant purposes and any problems or obstacles encountered in the effort to achieve the grant purposes. All such reports shall be furnished to us within thirty (30) days after the close of the period for which such reports are made. You shall retain all such reports in your files for at least four (4) years after expiration of the grant period.

At our expense, we may monitor and conduct an evaluation of operations under the grant, which may include visits by our representatives to observe your program procedures and operations and to discuss the program with your personnel.

6. COPYRIGHT; FOUNDATION USE OF DATA; PUBLIC USE DATA SETS. All copyright interests in materials produced as a result of this grant are owned by the grantee. You grant to the Foundation a nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish, summarize, excerpt or otherwise use and license others to use, in print or electronic form, including in electronic databases or in any future form not yet discovered or implemented, any and all such materials produced in connection with this grant.

You represent and warrant that the material produced by you under this grant will be original and not infringe upon any copyright or any other right of any other person, and has not previously been published.

If one of the deliverables described in Section 1 is a public use data set for inclusion in the Foundation's Health and Medical Care Archive, you shall, at no additional cost to us, cause public use data files to be constructed (with appropriate adjustments to assure individual privacy) in accordance with the specifications of the Inter-University Consortium for Political and Social Research, University of Michigan, including the full documentation outlined in the Consortium's current data preparation manual. Unless we otherwise specify, such public use data files shall include all data files used to conduct the analysis under the grant. You shall transmit one computer-readable copy of such public use data files and documentation to the Consortium within 12 months of the expiration of the grant period. A portion of your final payment up to 10 percent of the grant award amount may be withheld until this deliverable has been received.

7. PUBLIC REPORTING. The Foundation will report this grant, if made, in its next annual report. The Foundation will discuss potential communications activities with you related to this grant, including the issuing of press releases. Please do not issue press releases or any public announcements without consulting with the Foundation prior to these activities. In addition, we may publish reports on the project or program, briefly describing its accomplishments and results, which we may also use to respond to inquiries.

You shall send to the Foundation copies of all papers, manuscripts and other materials which you produce that are related to this grant.

In all public statements concerning the Foundation, you should refer to the Foundation by its full name: Robert Wood Johnson Foundation.

8. **GRANTEE TAX STATUS.** You represent that you are currently either (i) a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code and either (a) are not a private foundation and are not a Type III supporting organization described in Section 509(a)(3)(B)(iii); or (b) are an exempt operating foundation described in Section 4940(d)(2); or (ii) an organization described in Section 170(c)(1) or Section 511(a)(2)(B). You shall immediately give written notice to us if you cease to be exempt from federal income taxation as an organization described in Section 501(c)(3), or your status as not a private foundation under Section 509(a) and not a Type III supporting organization under Section 509(a)(3)(B)(iii), as an exempt operating foundation described in Section 4940(d)(2) or as a Section 170(c)(1) or Section 511(a)(2)(B) organization is materially changed.

9. **CERTIFICATION REQUIRED WHEN GRANT MAY BE USED FOR RESEARCH INVOLVING HUMAN SUBJECTS.** If the grant is to be used in whole or in part for research involving human subjects, you hereby certify that you will conduct the research in compliance with the ethical standards and the criteria for approval and conduct of research set forth in United States Department of Health and Human Services policy for the protection of human research subjects (45 C.F.R. Part 46 and related guidance, as amended from time to time) and all other federal and state laws applicable to the research project. Such requirements may include, but are not limited to, obtaining and maintaining institutional review board (IRB) approval and obtaining informed consent of participating research subjects.

10. **PRIVACY AND SECURITY OF HEALTH INFORMATION.** You represent and warrant that any individually identifiable health information used or disclosed in connection with the grant will be used and disclosed in compliance with applicable federal and state statutes and regulations regarding the privacy and security of such information including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. Section 201 et seq., as amended, and its applicable implementing regulations, 45 C.F.R. Part 164 (HIPAA). Any health information reported to the Foundation will be de-identified within the meaning of the HIPAA privacy rule or will be consistent with the research subject's signed HIPAA authorization or will be otherwise permissible under law.

11. **GRANT TERMINATION.** It is expressly agreed that any use by you of the grant proceeds for any purposes other than those specified in Section 170(c)(2)(B) of the Internal Revenue Code will terminate our obligation to make further payments under the grant.

At our sole option, we may terminate the grant at any time if (i) you cease to be exempt from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code; (ii) your status as not a private foundation under Section 509(a), as not a Type III supporting organization under Section 509(a)(3)(B)(iii), or as an exempt operating foundation under Section 4940(d)(2), or as a Section 170(c)(1) or Section 511(a)(2)(B) organization is materially altered; or (iii) in our sole judgment, you become unable to carry out the purposes of the grant, cease to be an appropriate means of accomplishing the purposes of the grant or fail to comply with any of the conditions hereof.

If the grant is terminated prior to the scheduled completion date, upon our request, you shall provide us a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant as of the effective date of termination.

12. **LIMITATION; CHANGES; SEVERABILITY.** You acknowledge and agree that we have no obligation to provide other or additional support to you for purposes of this project or any other purposes. Any changes, additions or deletions to (i) the terms and conditions of the grant; or (ii) the Approved Grant Documents must be made in writing only and must be jointly approved by the Foundation and you. The invalidity in whole or in part of any term or condition of this grant shall not affect the validity of the other terms and conditions.

13. **CHANGED CIRCUMSTANCES; REGULATORY ACTION.** You shall promptly notify us in writing if there is any change in circumstances that might affect your ability to carry out the grant; you undergo a merger, division or other corporate reorganization; you become subject to a proceeding under the Bankruptcy Code or other law relating to insolvency or make an assignment for the benefit of creditors; you become subject to an investigation or proceeding brought by the Attorney General or any other regulatory agency; or you receive notice of any litigation or other legal action relating to the grant or are served with a subpoena or other legal process seeking to compel production of or obtain access to any data related to the grant.

14. **NONTRANSFERABILITY; NO JOINT VENTURE.** This grant is not transferable. Nothing contained herein shall be construed in any manner to imply or create a relationship between the Foundation and you as partners, joint venturers or agent. You shall not act in any manner as our agent or representative.

15. **AUTHORITY; COMPLIANCE WITH APPLICABLE LAW.** You represent and warrant that you have full power and authority to enter into this agreement, and that all activities conducted hereunder shall be in full compliance with the requirements of all applicable federal, state and local laws, regulations and ordinances.

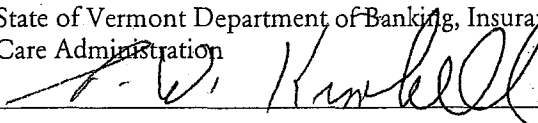
All the terms and conditions above are hereby accepted and agreed to as of the date indicated.

State of Vermont Department of Banking, Insurance, Securities & Health
Care Administration

Date:

10/4/11

By:



Stephen W. Kimbell

Title: Commissioner