



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: Joint Fiscal Committee members
From: Daniel Dickerson, Fiscal Analyst *DWD*
Date: May 12, 2018
Subject: Grant Request #2914

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

JFO #2914 – \$220,000 from the National Association of State Mental Health Program Directors (NASMHPD) to the VT Dept. of Mental Health (DMH). The funds will be used to support the development of Recovery Oriented Cognitive Therapy (CT-R) through the utilization of training of trainers (TOT) at four community mental health centers in Vermont. These funds are being offered to the State through a sub-contract, rather than through a grant. The funds originated from the Substance Abuse and Mental Health Services Administration (SAMHSA). Per the Administration, no State matching funds and no State funding beyond the sub-contract period would be required if this sub-contract, and funding, were to be approved.

The Administration has also submitted an AA-1PN, a State of Vermont Grant Spending Pre-Notice, notifying the Joint Fiscal Committee (JFC) that funds were obligated prior to approval of the sub-contract agreement, and funding, by JFC. DMH signed the sub-contract with NASMHPD on January 29, 2018 and then agreed to a subsequent contract with the University of Pennsylvania on February 1, 2018 to complete a portion of the sub-contract work on behalf of DMH. DMH committed funds upon signing the contract with the University of Pennsylvania, and the University has begun its work. DMH has stated that it had to obligate funds prior to JFC approval of the sub-contract due to the tight timeline of the sub-contract, which requires completion of work by August 24, 2018.

[JFO received 5/10/18]

Please review the enclosed materials and notify the Joint Fiscal Office (Daniel Dickerson at (802) 828-2472; ddickerson@leg.state.vt.us) if you have questions or would like an item held for legislative review. Unless we hear from you to the contrary by May 28, 2018 we will assume that you agree to consider as final the Governor's acceptance of these requests.

JFO 2914



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

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

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

Grant Summary:		The Transformation Transfer Initiative Subcontract Agreement from NASMHPD sustains Recovery Oriented Cognitive Therapy for adults with serious mental illness. DMH is seeking retroactive acceptance to 11/16/2017.			
Date:		4/13/2018			
Department:		DMH			
Legal Title of Grant:		Transformation Transfer Initiative			
Federal Catalog #:		N/A			
Grant/Donor Name and Address:		National Association of State Mental Health Program Directors, Alexandria, Virginia			
Grant Period:		From:	To:		
		11/16/2017	8/24/2018		
Grant/Donation		\$220,000			
	SFY 1	SFY 2	SFY 3	Total	Comments
Grant Amount:	\$171,110	\$48,890	\$	\$220,000	
Position Information:		# Positions	Explanation/Comments		
Additional Comments:			The Transformation Transfer Initiative is a Subcontract Agreement, not a grant. DMH completed an AA-IPN and an AA-1 to seek authorization to accept the funds. An associated contract has been issued, however no funds have been expended.		
Department of Finance & Management			AMG	CE	(Initial)
Secretary of Administration				BLF	(Initial)
Sent To Joint Fiscal Office				5/7/18	Date






Department of Mental Health
280 State Drive
Building NOB2 North
Waterbury, VT 05671-2010

MEMORANDUM

To: Susanne Young, Secretary of Administration

From:  Melissa Bailey, Commissioner, Department of Mental Health

Subject: Request for acceptance of the retroactive Transformation Transfer Initiative Subcontract.

Date: March 30, 2018

This memo requests approval for DMH to accept the retroactive firm fixed price Subcontract Agreement SC-3011.2-VT-01 from National Association of State Mental Health Program Directors (NASMHPD). The Substance Abuse and Mental Health Services Administration (SAMHSA) created the Transformation Transfer Initiative (TTI), which provides modest funding awards to States through NASMHPD. The total project is for \$220,000. The period of retroactivity is November 16, 2017 – January 26, 2018.


DMH first received the award letter on November 16, 2017. The individual who originally began the application process is no longer with the department, creating a bit of confusion around the process. The initial contract was received by DMH on December 14, however, after review by AHS and DMH it was discovered that the statement of work was incomplete, the wrong dollar amount was included and some of the terms and conditions were not acceptable to the State. Once the contract completed the internal review process, DMH reached back out requesting the formal Statement of Work and corrected payment provisions, as well as revisions to the terms and conditions. The routing process was also delayed due to staff shortages at DMH. The final contract was received on January 23, 2018 with all signatures obtained by January 29, 2018. During this time, DMH was concurrently in the process of executing a personal services contract with the University of Pennsylvania to carry out a portion of the scope of work under this award. The contractor began this work February 1, 2018, thereby committing and expending funds in anticipation of JFC approval. DMH respectfully requests a retroactive AA-1 grant acceptance approval due to the circumstances outlined above.

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DMH has provided the Department of Finance and Management with copies of a subcontract received from NASMHPD in December 2010 with similar timelines and payment structure. Although the subcontract was received in December 2010, it was signed off on in April, 2011, the AA-1 was submitted in February 2011 and approval was obtained from JFO.

The purpose of this contract is to implement and sustain Recovery Oriented Cognitive Therapy (CT-R) for adults with serious mental illness. Vermont will utilize an intensive training of trainers (TOT) approach to develop in-state trainers at four community mental health centers (CMHC's), ensuring that Vermont will have capacity to train additional clinicians and further implement and expand the model once grant funds are expended. The state will benefit from this initiative by teaching leading edge recovery-focused strategies to help clinicians with engagement and problem-solving for individuals with multiple complex challenges. In addition to ongoing consultation to improve providers' skills a multi-site learning community will be developed and sustained for lasting change and improved outcomes. Sustainability of the practice will be further supported through the development of e-learning modules on Cognitive Therapy that will be offered through an existing e-learning training platform that offers core training for mental health providers in the state. There are no state matching requirements for this subcontract, and no required funding to sustain the practice. The state is not performing a similar function elsewhere.

If the funding is not accepted, DMH will cease all activity on this contract and will be financially responsible for the activities to date and will not have access to resources to support an evidence based practice that treats adults with serious mental illness. Given the ongoing pressure on the mental health system training the workforce on the latest treatment options is important and necessary to help address the needs of Vermont's most vulnerable.



Daniel Dickerson

From: Elmquist, Candace <Candace.Elmquist@vermont.gov>
Sent: Thursday, May 10, 2018 2:49 PM
To: Daniel Dickerson
Subject: RE: DMH AA-1 and AA-1 PN for Transformation Transfer Initiative

Hi Dan,

Responses from DMH are below. Let me know your thoughts on this.

1. Why and how is this a subcontract rather than a grant?

The Transformation Transfer Initiative has been awarded as a subcontract to DMH in the past. The agreement directly from the SAMHSA is a contract to NASMHPD, therefore, it is a subcontract to DMH.

2. What was the particular confusion around the process?

The confusion was not the overall approval process through JFO, rather it was due to the timeline of this particular subcontract. The work was expected to begin immediately upon receipt of the initial subcontract award which was November 16, 2017, and must be completed by August 24, 2018. Because DMH was expected to complete the work within the very tight timeline established, DMH had to begin the work prior to obtaining approval from JFO. This subcontract follows the timeline of a similar agreement that DMH received in 2010 from the same organization. DMH followed the same path and timeline for submitting the AA-1 with final approval being received from JFO in May of 2011.

DMH & Finance and Management have agreed on a path forward for next year if this agreement is renewed. We will submit a AA-1 PN upon receipt of the award rather than wait for final execution.

Best,

Candace

From: Daniel Dickerson <ddickerson@leg.state.vt.us>
Sent: Thursday, May 10, 2018 8:17 AM
To: Elmquist, Candace <Candace.Elmquist@vermont.gov>
Subject: RE: DMH AA-1 and AA-1 PN for Transformation Transfer Initiative

Good to speak with you as well. Thank you for your help.

Dan

From: Elmquist, Candace [<mailto:Candace.Elmquist@vermont.gov>]
Sent: Thursday, May 10, 2018 8:15 AM
To: Daniel Dickerson
Subject: DMH AA-1 and AA-1 PN for Transformation Transfer Initiative

Hi Dan,

Just checking in to let you know that I spoke with DMH yesterday and they are working on responses to your two questions on the AA-1 and AA-1 PN for the Transformation Transfer Initiative. This is a top priority for them so I should have answers for you today or tomorrow. Good to speak with you yesterday.

Best,

Candace

Candace Elmquist
Budget Analyst
Department of Finance & Management
109 State Street, Montpelier, VT
candace.elmquist@vermont.gov
802.622.4031

STATE OF VERMONT GRANT SPENDING PRE-NOTICE (Form AA-1PN)

PURPOSE & INSTRUCTIONS:

This form is intended solely as notification to the Joint Fiscal Committee of the unavoidable need to spend State funds in advance of Joint Fiscal Committee approval of grant requests and with the intent of securing a federally or privately funded grant award. Pre-notification is required for expenditures of state funds beyond basic grant application preparation and filing costs. Expenditure of these state funds does not guarantee that a grant will be awarded to the State of Vermont, or that a future grant award will be accepted by the Joint Fiscal Committee. If a grant award is subsequently received, a completed Form AA-1 Request for Grant Acceptance must be submitted to the Joint Fiscal Committee for review and approval before spending or obligating additional funds.

BASIC GRANT INFORMATION

1. Agency:	AHS
2. Department:	Mental Health
3. Program:	Adult Mental Health
4. Legal Title of Grant:	Transformation Transfer Initiative
5. Federal Catalog #:	
6. Grant/Donor Name and Address:	National Association of State Mental Health Program Directors, Alexandria, Virginia
7. Grant Period:	From: 11/16/2017 To: 8/24/2018

8. Purpose of Grant:

VT will develop in-state CT-R expertise coupled with online training options and a statewide CT-R learning collaborative to ensure VT's long-term capacity to support CT-R implementation efforts, oversee practice fidelity, and to expand the availability of the practice statewide.

9. STATE FUNDS TO BE SPENT IN ADVANCE OF GRANT ACCEPTANCE BY JOINT FISCAL:

Expenditures:	FY 2018	Required Explanation/Comments
Personal Services	\$146,250.00	(Include type of expenditures to be incurred, i.e. training, planning, proposal development, etc.) A contract has been issued to the firm specified in this contract award to provide the training indicated in the Statement of Work. No funds have been expended to date, however, they have been committed.
Operating Expenses	\$	
Grants	\$	
Total	\$146,250.00	

10. AUTHORIZATION AGENCY/DEPARTMENT

I/We certify that spending these State funds in advance of Joint Fiscal Approval of a Grant is unavoidable, and that a completed Form AA-1 Request for Grant Acceptance will be submitted for Joint Fiscal Committee approval if a grant award is received for this program:	Signature: <i>Melina Barley</i>	Date: 3/30/18
	Title: Commissioner	
	Signature: <i>Mark E. ...</i>	Date: 4/5/18
	Title: Deputy Secretary	

11. ATTACHMENTS: Attach relevant documentation that demonstrates the necessity of this expenditure. (example: funding opportunity guidelines require training, etc.)

Distribution:
 Original - Joint Fiscal Office;
 Copy 1 - Department Grant File;
 Copy 2 - Attach to Form AA-1 (if grant is subsequently received).

da 4/3/18

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

BASIC GRANT INFORMATION

1. Agency:	Agency of Human Services		
2. Department:	Department of Mental Health		
3. Program:	Adult Mental Health		
4. Legal Title of Grant:	Transformation Transfer Initiative		
5. Federal Catalog #:			
6. Grant/Donor Name and Address:	National Association of State Mental Health Program Directors, Alexandria, Virginia		
7. Grant Period:	From:	11/16/2017	To: 8/24/2018
8. Purpose of Grant:	VT will develop in-state CT-R expertise coupled with online training options and a statewide CT-R learning collaborative to ensure VT's long-term capacity to support CT-R implementation efforts, oversee practice fidelity, and to expand the availability of the practice statewide.		
9. Impact on existing program if grant is not Accepted:	If the contract is not accepted, Vermont would miss a unique opportunity to develop in-state CT-R expertise for staff who work with and support individuals living with a severe and persistent mental illness. This goal is in line with VT's commitment to developing and sustaining a comprehensive health care system that utilizes person-centered, strength-based, integrated, and recovery-oriented services.		

DETAILED FINANCIALS

	SFY 1 FY 2018	SFY 2 FY 2019	SFY 3 FY	Comments
Expenditures:				
Personal Services	\$141,538	\$40,440	\$	
Operating Expenses	\$3,491	\$998	\$	
Grants	\$26,081	\$7,452	\$	
Total	\$171,110	\$48,890	\$	
Revenues:				
State Funds:	\$	\$	\$	
Cash	\$	\$	\$	
In-Kind	\$	\$	\$	
Federal Funds:	\$171,110	\$48,890	\$	
(Direct Costs)	\$166,808	\$47,659	\$	
(Statewide Indirect)	\$1,301	\$372	\$	
(Departmental Indirect)	\$3,001	\$859	\$	
Other Funds:	\$	\$	\$	
Grant (source)	\$	\$	\$	
Total	\$171,110	\$48,890	\$	

Appropriation No:	3150070000	Amount:	\$220,000
			\$
			\$
			\$
			\$

APR 10 2018

4/13/18

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

		\$
		\$
	Total	\$220,000

PERSONAL SERVICE INFORMATION

11. Will monies from this grant be used to fund one or more Personal Service Contracts? Yes No
 If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.

Appointing Authority Name: Melissa Bailey Agreed by: MB (initial)

12. Limited Service Position Information:	# Positions	Title
Total Positions		

12a. Equipment and space for these positions: Is presently available. Can be obtained with available funds.

STATE DEPARTMENT/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): <i>(See memo)</i>	Signature: <u>Melissa Bailey</u>	Date: <u>2/9/18</u>
	Title: Commissioner, Department of Mental Health	
	Signature: <u>Mark E.</u>	Date: <u>4/5/18</u>
	Title: Deputy Secretary	

SECRETARY/GOVERNOR ADMINISTRATION

<input checked="" type="checkbox"/> Approved:	(Secretary or designee signature) <u>Bradley J. Fildes</u>	Date: <u>7/12/18</u>
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GOVERNOR'S SIGNATURE

<input checked="" type="checkbox"/> Accepted	(Governor's signature) <u>[Signature]</u>	Date: <u>5/5/18</u>
<input type="checkbox"/> Rejected		

REQUIRED GRANT DOCUMENTATION

<input checked="" type="checkbox"/> Request Memo	<input type="checkbox"/> Notice of Donation (if any)
<input type="checkbox"/> Dept. project approval (if applicable)	<input type="checkbox"/> Grant (Project) Timeline (if applicable)
<input type="checkbox"/> Notice of Award	<input type="checkbox"/> Request for Extension (if applicable)
<input checked="" type="checkbox"/> Grant Agreement	<input checked="" type="checkbox"/> Form AA-1PN attached (if applicable)
<input checked="" type="checkbox"/> Grant Budget	

(*) 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).



Subcontract Agreement
Subcontract Number: SC-3011.2-VT-01

This Subcontract Agreement is entered into effective **November 16, 2017**, between the National Association of State Mental Health Program Directors, hereinafter referred to as "NASMHPD" a corporation organized and existing under the laws of the District of Columbia, and Vermont Department of Mental Health hereinafter referred to as "Subcontractor", collectively referred to as "the Parties."

WHEREAS, NASMHPD has entered into Contract Number HHSS283201200021I; Task Order Number HHSS28342001T; Reference Number 283-12-2103, Subtask(s) 5 entitled Transformation Transfer Initiative (TTI) - Year 2 - Vermont, hereinafter called "the Contract," with the Substance Abuse and Mental Health Services Administration, hereinafter referred to as "Owner," pursuant to which NASMHPD is obligated to furnish the Government certain services and technical data; and

WHEREAS, the Parties desire to enter into a subcontract, hereinafter called "the Subcontract," under said Subcontract to establish the terms by which Subcontractor will furnish certain professional services to NASMHPD;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt of and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree to the following:

1. Type of Contract

This is a **Fixed Price** type subcontract agreement for an amount not to exceed the amounts contained in the chart(s) shown below.

2. Period of Performance

The period of performance of this subcontract shall be from **November 16, 2017**, through **August 24, 2018**, which represents the **Base Year**, unless the period is extended by modification of the Contract by the Owner, or the awarding of an optional year or years, if any.

Contract Year	Period of Performance	
	From Date	To Date
Base Year	November 16, 2017	August 24, 2018

If the underlying Contract is extended, this subcontract may also be extended automatically with appropriate notice.

3. Funding and Budgets

a. **Total Project Pricing**

The Total Project Pricing consists of the Core activities which remain unchanged throughout the project including all Optional Years, if any, plus all Optional Tasks for all Optional Years, if any. This total is the project pricing if all activities for all years are funded. Funding is made on a contract year basis. It is expected that all assigned work will be fully completed by the end of the awarded budget year.

b. Maximum Obligation

The maximum obligation of this subcontract represented by the sum of all assigned Tasks plus any Changes to the pricing in all Optional Years, if any, obtainable for completion of this subcontract is \$ 220,000 if all options are exercised.

The Total Project Pricing for this Subcontract are as follows:

Total All Tasks All Years Contract Year	TOTAL
Base Year - 11/16/17 to 08/24/18	\$ 220,000
TOTAL	\$ 220,000

c. Tasks

The following task(s), if any, have been assigned to Subcontractor as defined in the Attachment 1 – Statement of Work:

Tasks Assigned Contract Year	Task 5	TOTAL
Base Year - 11/16/17 to 08/24/18	\$ 220,000	\$ 220,000
TOTAL	\$ 220,000	\$ 220,000

d. Maximum Current Funding Obligation

The maximum current funding obligation obtainable is which includes the **Base Year**.

Total Project Pricing - Current Funding Task(s) 5 for this contract period	TOTAL
Base Year - 11/16/17 to 08/24/18	\$ 220,000
TOTAL FUNDED AMOUNT	\$ 220,000

4. **Statement of Work**

Subcontractor shall provide the management, resources, materials, and services necessary to perform certain tasks set forth in the Statement of Work, hereinafter called the “Work” included in Attachment 1 “Statement of Work”.

The Subcontractor shall provide monthly deliverables to NASMHPD’s Project Director by the first working day of the month following the reporting period. The final report is due on the last day of the Period of Performance. The NASMHPD Project Director shall review and approve all reports and may provide suggestions to be incorporated into a revised final product. Acceptance of the final product shall not be unreasonably delayed by NASMHPD. If NASMHPD does not accept the Work, it must give notification to Subcontractor in writing, stating the reason(s) for rejection of the Work and providing suggestions for revision. Subcontractor shall have thirty (30) days in which to revise the product.

5. **Invoice and Payment**

Payment of any amount due from NASMHPD to the Subcontractor for work performed under this Subcontract is contingent upon satisfactory completion of the Work in accordance with the schedule

specified in Attachment 2 "Payment Schedule" and acceptance of the work by NASMHPD's Project Director and Owner.

NASMHPD will make payment to the Subcontractor within ten (10) business days after receipt of reimbursement from the Owner. Payments may be delayed in the event that a technical report is submitted after the due dates described in Section 3 "Statement of Work". Work received ten (10) days after the reporting period will be delayed until the next reporting cycle.

6. Advance Understandings

Other provisions of this subcontract notwithstanding, approval of the following items within the limits set forth is granted without further authorizations from NASMHPD:

a. Subcontracts

The contractor is authorized to negotiate a cost reimbursement type subcontract with the below named businesses (if any) to provide support in the not-to-exceed amounts for the subcontract period, including any options, as described in the chart below. Vendors not identified below or amounts that exceed those listed below must receive prior written authorization from NASMHPD.

None given.

7. Consideration

The following are terms and conditions of consideration for subcontract.

a. Items Unallowable Unless Otherwise Authorized

Notwithstanding the clauses FAR 52.216-7 "Allowable Cost and Payment" and FAR 52.244-2 "Subcontracts," unless authorized in writing by the NASMHPD Contracting Officer, the costs of the following items shall be unallowable as direct costs:

- (1) Consultant fees in excess of \$ 500 per day;
- (2) Acquisition, by purchase or lease, of any interest in real property;
- (3) Special rearrangement or alteration of facilities;
- (4) Accountable Government Property (defined as both real and personal property with an acquisition cost of \$1,000 or more, with a life expectancy of more than two years) and "sensitive items" (defined and listed in the Subcontractor's Guide for Control of Government Property) regardless of dollar value;
- (5) Any costs incurred prior to the effective date of this subcontract, or obligations made after the termination date of this subcontract, shall be considered unallowable and not reimbursable;
- (6) Purchase or lease of any personal computer, related item of hardware, or software, regardless of dollar value;
- (7) Travel to attend general professional meetings;
- (8) Foreign Travel;
- (9) Rental of meeting space not otherwise expressly authorized by the Subcontract;
- (10) Any formal subcontract arrangement above the Simplified Acquisition Threshold (FAR 2.101), or any cost-reimbursement subcontracts regardless of cost, or not otherwise expressly provided for in the subcontract;
- (11) Cost of courier service for delivery of any vouchers under this Subcontract;
- (12) Cost of preparing proposals for Subcontracts;
- (13) Cost of food and/or light refreshments for meetings, not including per diem;
- (14) Airfare in excess of \$1,000.

b. Travel Expenses-travel expenses incurred by the Subcontractor exclusively in direct performance of this Subcontract shall not exceed:

- (1) Cost of air travel by most direct route using air coach (less than first class); or
- (2) Cost of rail travel by most direct route, first class with lower berth or nearest equivalent; or
- (3) Cost of travel by privately owned automobile (POA), and subsistence costs shall be reimbursed at rates not to exceed the Government travel policy in effect at the time of travel. The cost of traveling by POA shall not be reimbursed at a rate that exceeds the cost of air accommodations.
- (4) All travel arrangements shall be made by the Subcontractor utilizing either Federal Government rates, or discounted rates, whichever rate is the lowest available. Any refunds, rebates or other credits provided by airlines, hotels, etc. as a result of travel arrangements made under this subcontract shall be applied to this subcontract
- (5) No funds provided under this subcontract may be used to reimburse the travel expenses incurred by Federal Government employees.

8. Confidentiality

Except as may be otherwise required by law, all documents, software, reports, data, records, forms, and other materials developed by the Subcontractor for NASMHPD or its clients or obtained by the Subcontractor in the course of performing any Services (including, but not limited to, client records) are proprietary, confidential; and trade secret information of NASMHPD. The Subcontractor shall not publish or otherwise disclose or distribute any reports, data, or proprietary, confidential, or trade secret information generated or obtained in the course of performing this Subcontract without NASMHPD's express prior written consent, which shall not be unreasonably withheld. Subcontractor agrees to furnish NASMHPD with a copy of any proposed publications or abstracts of presentations in advance of the proposed publication or presentation and grant NASMHPD with thirty (30) days for review.

Subcontractor shall have the right to use all data and results generated as a result of Subcontractor's work under this Agreement, for publication as described above and for continuing treatment, training, research and academic education purposes..

The Subcontractor agrees to hold in confidence any information or data obtained during the course of the activities outlined in the scope of work unless given express written permission from NASMHPD. All information provided to the Subcontractor shall be used only for purposes of Subcontract performance. NASMHPD recognizes that contractor has and will have access to certain proprietary information (collectively, "Information") which are valuable, special and unique assets of NASMHPD and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Subcontractor agrees that Subcontractor will not at any time or in any manner, either directly or indirectly, use any Information for Subcontractor's own benefit, or divulge, disclose or communicate in any manner any Information to any third party without the prior written consent of NASMHPD. A violation of this paragraph shall be a material violation of this Agreement.

If it appears that Subcontractor has disclosed (or threatened to disclose) Information in violation of this Agreement, NASMHPD shall be entitled to an injunction to restrain Subcontractor from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. NASMHPD shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

In the event that the Information has already been disclosed in violation of this Agreement, Subcontractor shall make every effort to recover the information at Subcontractor's expense.

Upon termination of this Agreement or upon request from NASMHPD, Subcontractor shall deliver all records, notes, data, memoranda, copies, models and equipment of any nature that are in Subcontractor's possession or under Subcontractor's control and that are NASMHPD's property or relate to NASMHPD's business.

The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

9. HIPAA Conditions

If it is anticipated and stated in **Attachment 1 "Statement of Work"** that this Agreement involves, or may involve, the handling of HIPAA covered Personal Health Information (PHI) data or records in either written, verbal, electronic, or any other form, **Attachment 4, "HIPAA Requirements"** will be attached to this Agreement and incorporated as though set forth here.

10. Intellectual Property

This Section shall survive the expiration or termination of this Subcontract.

a. **NASMHPD Prior Intellectual Property**

NASMHPD's patents, copyrights, trade secrets, trademarks, licenses, or other rights to and in any existing presentations, specifications, drawings, sketches, models, samples, data, computer programs, documentation or other technical or business information, or proprietary information, developed prior to, or independently of this Agreement, and whether written formally or provided verbally to Subcontractor, are owned by NASMHPD and Subcontractor shall have no rights thereto.

b. **Subcontractor Prior Intellectual Property**

Subcontractor may retain its ownership, right, title and interest in patents, copyrights, trade secrets, trademarks, licenses, or other rights to and in any existing presentations, specifications, drawings, sketches, models, samples, data, computer Programs, documentation or other technical or business information, or proprietary information ("Subcontractor Intellectual Property"), developed prior to, or independently of, performance of this Agreement, to the extent such items are marked and identified if provided to NASMHPD, and agreed by NASMHPD in advance to so be incorporated into materials delivered under this Agreement. Subcontractor expressly grants NASMHPD a nonexclusive, royalty-free license to use all such property provided to NASMHPD for the purposes of this subcontract only.

c. **Joint Works During the Term of Subcontract**

Inventions, writings, work and work products first developed or first produced/authored in the course of performing the work under this Agreement, or in the course of submitting as a deliverable, whether in the form of presentations, specifications, drawings, sketches, models, samples, data, computer programs, program codes, source code, framework, compression or archive files, library's files, scripts, documentation or other technical or business information (the "Joint Works"), shall be owned jointly by the parties with each party owning an undivided one-half interest in all such works to the extent that such Joint Works are not in the public domain. Neither party shall take action which will adversely affect the rights of the other without the prior written consent of the other party. Each party shall have the right to make copies and derivative works, and to make, have made, use, sell and have sold such invention and products or processes incorporating such Joint Works, without accounting to the other party. The parties shall cooperate in obtaining appropriate protection for Joint Works and shall share the costs equally.

d. **Third Party Intellectual Property**

In performing this Agreement, Subcontractor will not design or develop any writings, presentations, specifications, drawings, sketches, models, samples, data, computer programs, program codes, source code, framework, compression or archive files, library's files, scripts, documentation or other technical or business information, that infringe the copyright, patents or other intellectual property rights of a third party, or incorporate any copyrighted material of a third party (even with the permission of that third party) into items delivered under this subcontract, without the written identification to, and approval of, NASMHPD. If Subcontractor becomes aware of any possible infringement in the course of performing this Subcontract, it shall immediately so notify NASMHPD in writing.

e. **Government Property**

This Section is subject to the rights of the Government, and any contrary or additional provisions under FAR clause 52.227-14, Rights in Data, together with any Alternates, as may be specified.

All documents, presentations, analysis, video and audio files, artwork (web pages), and any other materials that are copyrightable should contain the following statement:

"Copyright 2018 NASMHPD, Inc. All rights reserved.

This work was funded by Substance Abuse & Mental Health Services Administration under Contract HHSS283201200021I, Task HHSS28342003T, Reference 283-12-2103; and the National Association of State Mental Health Program Directors (NASMHPD), Inc. under Subcontract Number SC-3011.2-VT-01."

11. No Direct Dealing

Except as authorized by NASMHPD, the Subcontractor shall not communicate directly with the Owner regarding any matter which is within the scope of NASMHPD's responsibility under the Contract. Authorization by NASMHPD for the Subcontractor to communicate with the Government shall not be unreasonably withheld. This prohibition is not applicable to communications with the Owner necessary to perform the Work.

The Subcontractor shall not communicate with the Owner regarding any matter of dispute with the NASMHPD. Any matter of dispute shall be resolved strictly through the Disputes provisions of this Subcontract.

12. Conduct and Quality of Work

In performance of the Work, the Subcontractor shall:

- (1) Provide the personnel, services, materials, and facilities necessary for its accomplishment in an efficient and economical manner and in conformity with high professional standards;
- (2) Use all reasonable efforts to obtain all materials at the lowest practicable cost. The Subcontractor agrees that no equipment shall be purchased under this Subcontract agreement;
- (3) Keep NASMHPD fully and currently informed concerning the Work;
- (4) Cause the composition, workmanship, printing, reproduction, and substantive content of all studies, reports, evaluations, charts, tables, graphs, and other data and information furnished under this agreement to conform to the general professional and accepted standards of the Subcontractor's profession and to be suitable for dissemination and use without further revision by NASMHPD.

13. Amendments

All amendments to this Subcontract shall require the written agreement of both Parties in order to be binding. NASMHPD may unilaterally exercise option years, if any, if authorized by the Owner to do so.

NASMHPD shall have the right by written notice to change the extent of work covered under this Subcontract, the specifications or other descriptions herein, the time, method, or place of delivery or inspection, the method of shipping or packaging, or to suspend work. Upon receipt of any such notice, Subcontractor shall proceed promptly to make the changes in accordance with terms of the notice. If any such changes cause a change in the cost of performance or in the time required for performance, an equitable adjustment in the price and/or performance schedule shall be negotiated promptly and the Subcontract amended accordingly in writing.

Subcontractor shall deliver to NASMHPD as promptly as possible, and in any event within ten (10) days after receipt of a change notice, a statement showing the effect of any such change on the performance schedule and cost to perform. Such a statement shall be supplemented within five (5) days from the date thereof by detailed specifications of the amount of the price adjustment requested, and supporting cost figures. Pending agreement on equitable adjustment, if any, Subcontractor shall proceed diligently in performing the Work as changed.

14. Cancellation or Termination

NASMHPD may, by written notice to Subcontractor, cancel this Subcontract Agreement, in whole or in part, for any reasonable cause, at any time, subject to the following:

- (1) **Convenience:** In the event of a written termination notice (other than for default) from NASMHPD, the Subcontractor shall:
 - i. Stop performance of the Subcontract, or the portion of the subcontract affected as applicable on the date specified in the Notice of Termination;
 - ii. Enter into no further subcontracts, modifications, obligations or extensions to the extent NASMHPD directs in its notice;
 - iii. Assign to NASMHPD all rights of Subcontractor under all tertiary subcontracts and/or consultant agreements;
 - iv. Terminate any tertiary subcontracts and/or consultant agreements as directed by NASMHPD, or that fall under the work being terminated;

Subcontractor shall submit a termination claim within 3 months after date of termination incorporating all claims of termination of the Subcontractor. The amount to which the Subcontractor shall be entitled upon complete termination (other than for default) of the Agreement shall be determined by the parties hereto as being a fair and reasonable amount for the effort performed prior to the date of termination including an allowance for reasonable settlement expenses.

In the event payment has been made by NASMHPD in excess of the amount determined as being the entitlement of the Subcontractor under the provisions of this Article, Subcontractor shall repay such excess amounts. In the event payments made by NASMHPD are less than the amount determined as being the entitlement of the Subcontractor under the provisions of this Article, NASMHPD shall pay Subcontractor such difference.

The final cost settlement shall be mutually agreed upon pursuant to Government Procurement and Cost standards as contained in the Federal Acquisition Regulations (FAR).

- (2) **Default:** Whenever the Subcontractor shall default in performance of this Agreement, including failure by Subcontractor to make progress in the execution of the work herein specified, failure to cure such default or poor performance or show good faith efforts to cure such default or poor performance, within a period as NASMHPD may reasonably allow, but in any event after being advised by NASMHPD of the reason for default or poor performance, NASMHPD may, in addition to any other remedies afforded by law, terminate the Agreement and Charge Subcontractor any reasonable costs for re-procurement of the specified supplies/services in **Attachment 1 "Statement of Work"**.

Settlements shall be subject to final determination by the NASMHPD Chief Financial Officer and shall follow standards similar to those set forth in the FAR for settlement of claims incident to termination actions for default.

- (3) **Force Majeure:** Neither of the Parties shall be liable because of any failure in performance of this Agreement if such failure arises out of causes beyond the adversely affected party's control and without the fault or negligence of the Parties. Such causes include, but are not limited to, acts of God, acts or decisions of governmental officials or authorities, fires, floods, epidemics, quarantines, strikes, and labor disputes.

In the event of such an occurrence, the Subcontractor shall promptly notify NASMHPD of the facts of the Force Majeure and describe in detail the damages and setbacks incurred as a result. The Parties shall come to a reasonable accommodation on the period of performance of this agreement.

15. Assignment and Subcontract

Neither this Subcontract nor any duty or right hereunder shall be delegated or assigned by Subcontractor without the prior written consent of NASMHPD.

16. Indemnification and Insurance

a. Indemnification.

To the extent permitted by Vermont law, the parties to this agreement understand and agree that each party shall be responsible for the loss or damage arising from the negligent acts and omissions of its employees, officers and agents.

The parties further understand and agree that the State of Vermont and the Vermont Department of Mental Health cannot save and hold harmless and/or indemnify the NASMHPD against any liability incurred or arising as a result of any activity, negligent act or omission of NASMHPD's employees, officers and agents. Any claims against the Department of Mental Health, if permitted by Vermont law and sovereign immunity, shall be subject to and must be pursued in accordance with the provisions of 12 VSA Chapter 189 of Vermont Statutes Annotated (Claims Against the State).

b. Insurance.

Subcontractor agrees to carry all reasonable forms of insurance or self-insurance including general comprehensive liability insurance, and any additional insurance required by any applicable laws or regulations, to cover itself, its employees, consultants and agents in accordance with industry standards, to provide NASMHPD written evidence of such insurance, and to notify

NASMHPD promptly in the event of any cancellation or modification of such insurance. Subcontractor may be requested to submit evidence of insurance in the minimum amount of \$1,000,000 upon execution of this Agreement to the attention of the Contracts Officer.

17. Compliance with Federal, State, and Local Laws

Subcontractor warrants that in the performance of work under this Agreement it will comply with all applicable federal, state, provincial, and local laws and ordinances and all lawful orders, rules, and regulations hereunder, including but not limited to applicable Executive Orders and federal regulations governing the Contract which have bearing upon the Subcontract as written.

Subcontractor shall obtain and maintain all required licenses, permits, and authorizations to enable performance of duties hereunder.

18. E-Verify

This Subcontract will require the subcontractor, and lower tier subcontractors, to use the "E-Verify" system as the means of verifying employment eligibility of all employees hired after November 6, 1986, who is directly performing work, in the United States if the following conditions are met:

1. this Subcontract is funded under a federal prime contract that exceeds the Federal threshold for simplified acquisition at the time of its letting, or is subsequently amended, and
2. lasts 120 days or more, and
3. is not for the purchase of commercially available goods and/or services, and
4. is not an exempted organization.

Exempted organizations are:

1. The 50 states, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands, and Local governments,
2. Institutions of higher education as defined in 20 USC 1001(a),
3. Governments of federally recognized Native American tribes, or
4. Sureties performing under a takeover agreement entered into with a federal agency under a performance bond.

19. Key Personnel and Technical Direction

All personnel assigned by Subcontractor to the Work in every category shall be personally and professionally qualified for the assignment to be undertaken. Subcontractor shall obtain the written approval of NASMHPD prior to making any change in the Key Personnel. In the event Key Personnel are unable to perform, NASMHPD may cancel the Subcontract unless the Subcontractor has demonstrated to the satisfaction of NASMHPD that the qualifications of the proposed substitute personnel are equal to or better than the qualifications of the personnel being replaced.

(1) Subcontractor Key Personnel

Pursuant to the Key Personnel clause incorporated in this Subcontract, the following individuals are considered to be essential to the work being performed hereunder:

None given

The clause cited above contains a requirement for review and approval by the Contracting Officer of written requests for a change of Key Personnel reasonably in advance of diverting any of these individuals from this Subcontract. Receipt of written requests at least 30 days prior to a proposed change is considered reasonable. Requests will be submitted to the Subcontractor's Project Manager.

20. Notices and Correspondence

a. NASMHPD Technical Direction

The NASMHPD Project Manager for this Subcontract is identified in **Attachment 1 "Statement of Work"**:

The Project Manager is NASMHPD point of contact for all technical matters under this Subcontract. The Project Manager is authorized to issue technical directions under this Subcontract on behalf of NASMHPD. This direction may include instruction to the Subcontractor which provides details, suggests possible lines of inquiry, or otherwise completes the work set forth. This direction may not constitute new assignments of work or changes, modifications, or amendments such as to justify an adjustment in the Subcontractor's terms, conditions, performance schedule, and/or price.

b. Contractual Contacts

The points of contact for financial and payment matters under this Subcontract are:

Financial and Invoicing	
To NASMHPD	To Subcontractor
Jay Meek, CPA	Cara McSherry
Chief Financial Officer	Financial Manager
NASMHPD	Vermont Department of Mental Health
66 Canal Center Plaza, Suite 302	280 State Drive NOB 2 North
Alexandria, VA 22314	Waterbury, VT 05671-2010
Tel: 703-682-5186	Tel: 802-241-0108
Fax: 703-548-9517	Fax: 802-241-0100
Email: jay.meek@nasmhpd.org	Email: Cara.Mcsherry@vermont.gov

The points of contact for contractual matters under this Subcontract are:

Contractual and Legal Notice	
To NASMHPD	To Subcontractor
Gregory K. Schmidt	Karen Godnick Barber
Contracts Manager	General Counsel
NASMHPD	Vermont Department of Mental Health
66 Canal Center Plaza, Suite 302	280 State Drive NOB 2 North
Alexandria, VA 22314	Waterbury, VT 05671-2010
Tel: 703-682-7554	Tel: 802-241-0123
Fax: 703-548-9517	Fax: 802-241-0100
Email: greg.schmidt@nasmhpd.org	Email: Karen.Barber@vermont.gov

21. Required Terms and Conditions

This Agreement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text, provided, however, that if the date or content of any of the clauses listed below is different from the date or content of the clause incorporated in the prime contract referenced by number herein, the date or content of the clause incorporated by said prime contract applies instead. Those clauses required by the FAR and HHSAR as flowdown clauses but not listed below are deemed to apply in full force and effect to this Agreement. [FAR 52.252-02]

Upon request, the Contractor will make their full text available. The full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

Subcontractor agrees to flow down all applicable FAR and supplementary clauses to lower-tier subcontractors.

- (a) Unless one of the exceptions provided in (b) below shall apply: the term "Contract" shall mean "Subcontract"; the term "Contractor" shall mean "Subcontractor"; the term "Government" shall mean "NASMHPD"; and the term "Contracting Officer" shall mean "NASMHPD's Executive Director or other authorized individual."
- (b) The following instances are exceptions to the general rules as provided in (a) above:
 1. Where it is clear, by the context of the provision itself or the conditions under which it is being applied, that the reference is intended to refer to the Government, its officers or agents, or the prime contractor specifically;
 2. Where an explicit provision of this Agreement states a contrary intent;
 3. Where access to proprietary financial information or other proprietary data is required; or
 4. Where interpretation in accordance with the rules stated above would place the prime contractor in a position of violating the equivalent or related provisions of the Prime Contract whereas construction of the terms without modification would not.
- (c) References in any provision incorporated by reference herein to the "Disputes" clause shall be construed as references to the "Disputes" provision contained elsewhere herein. No provision herein shall be taken to imply any direct access on the part of the Subcontractor to the Disputes process as defined in the terms of the Prime Contract.

22. Solicitation and Hiring

The Subcontractor and NASMHPD each agree that they will not directly recruit for purposes of employment any employee of the other who is assigned to work under the subcontract for one (1) year following the termination of this Subcontract, unless mutually agreed to by the two Parties.

23. Forbearance Not a Waiver

The Forbearance by NASMHPD of any right under this Subcontract or of any remedy for any breach of this Subcontract by Subcontractor shall not constitute a waiver of the right or of the breach, or of any subsequent breach of Subcontractor, or of any provision of this Subcontract.

24. Survival of Terms

Any terms or conditions providing obligations on the part of either party that are clearly intended by the parties to survive Subcontract completion or termination shall be in full force and effect until the obligation has been fulfilled.

25. Applicable Law

Federal contracting law shall govern the interpretation and application of any Federal contract or procurement or other statute, regulation, or clause that is cited, incorporated, or involved in this Agreement. Where no Federal contracting law is applicable, the appropriate laws of the State of Vermont shall apply.

26. Pre-suit Mediation

Any claim, controversy, or dispute concerning questions of fact or law, arising out of or relating to this Subcontract, its performance, or alleged breach, which is not disposed of by agreement or other means, may be resolved through Pre-suit Mediation with the Bar Association of Virginia or other suitable and appropriate entity agreeable to both parties. Pending final decision of a dispute hereunder, the Subcontractor agrees to proceed diligently with the performance of this Subcontract in accordance with the decisions of NASMHPD.

27. Communications with the Owner


Subcontractor agrees to communicate directly with NASMHPD and, if so expressly directed by NASMHPD, with Owner to perform this Subcontract. Progress and any problems associated with the


performance of the Work should be reported to NASMHPD Project Director. The Subcontractor expressly acknowledges its primary accountability to NASMHPD and, in turn, NASMHPD accountability to Owner. The Subcontractor, therefore, agrees to notify NASMHPD immediately of any technical direction which, for whatever reasons or under whatever circumstances, is provided directly to it by Owner and which is not included in the Work.

28. Entire Agreement

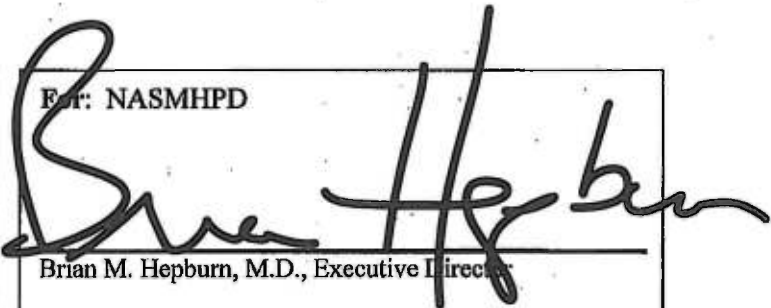
This Subcontract Agreement contains the entire agreement of the parties hereto, and cancels and supersedes any previous understandings or agreements related to the work described herein, whether written or oral. All changes to this Agreement must be agreed to in writing and appropriately witnessed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

For: Vermont Department of Mental Health


Melissa Bailey, Commissioner


Date

For: NASMHPD


Brian M. Hepburn, M.D., Executive Director

January 26, 2018

Date

- Attachments:
Attachment 1 Statement of Work
Attachment 2 Schedule of Payments
Attachment 3 Clauses Incorporated by Reference

ATTACHMENT 1

STATEMENT OF WORK

Project Technical Management

The points of contact for Technical or Project Management matters under this Subcontract are as follows:

Technical and Project Mgt	
To NASMHPD	To Subcontractor
David Miller, MPAff	Laura Flint
Project Director	Project Coordinator
NASMHPD	Vermont Department of Mental Health
66 Canal Center Plaza, Suite 302	280 State Drive NOB 2 North
Alexandria, VA 22314	Waterbury, VT 05671-2010
Tel: 703-682-5194	Tel: 802-241-0094
Fax: 703-548-9517	Fax: 802-241-0100
Email: david.miller@nasmhpd.org	Email: Laura.Flint@vermont.gov

The Project Manager is authorized to issue technical directions under this Subcontract on behalf of NASMHPD. This direction may include instruction to the Subcontractor which provides details, suggests possible lines of inquiry, or otherwise completes the work set forth. This direction may not constitute new assignments of work or changes, modifications, or amendments such as to justify an adjustment in the Subcontractor's terms, conditions, performance schedule, and/or price.

All reports must contain the following information:

- (1) Report date and period covered;
- (2) Name and Address of Subcontractor;
- (3) Subcontract number;
- (4) The contract Number;
- (5) Title, phone number, email, and mailing address of person to be notified in event of questions

Project summary report

A brief one or two page summary of activities describing tasks completed, issues faced and their resolution and the status of tasks. Completed tasks should display the date completed. The summary status reports should be submitted with the invoice.

HIPAA Conditions

It is not anticipated that HIPAA-covered PHI will be involved in the conduct of this Agreement, therefore, an additional HIPAA Business Associate agreement will not apply.

Specific Deliverables and Statement of Work

Background:

Vermont will develop in-state CT-R expertise coupled with online training options and a statewide CT-R learning collaborative to ensure Vermont's long-term capacity to support CT-R implementation efforts, oversee practice fidelity, and to expand the availability of the practice statewide.

Activities:

Vermont's long-term goal is to develop in-state CT-R expertise for staff who work with and support individuals living with a severe and persistent mental illness. This goal is in line with Vermont's commitment to developing and sustaining a comprehensive health care system that utilizes person-centered, strength-based, integrated, and recovery-oriented services. The short-term goal during the project's duration is to work with several community mental health centers and develop a plan for sustaining and expanding the training to additional centers and staff after the project ends.

Scope of Work:

Vermont Department of Mental Health will:

Goal 1: Using expert training and consultation from the Aaron Beck Psychopathology Research Center (ABPRC), Vermont will disseminate and implement CT-R in three treatment settings (therapy, community supports, and residential) at each of the four chosen CMHC's.

- Sponsor an in-person, in-depth training on CT-R to selected clinicians, case managers, peer support workers, residential staff, and/or employment staff from several agencies to deliver the basics of the CT-R approach.
- Provide training and consultation to selected staff on how to provide high quality CT-R with a number of people living with mental illness with whom they work. This consultation will be important in order to maintain a person-centered, strength-based approach that establishes the practice as being done with a person and not to a person.

Goal 2: Vermont will develop long-term, in-state capacity to sustain and expand high-quality CT-R with expert supervision across the continuum of care for adults with SMI.

- Provide train-the-trainer activities to a few clinicians to support them in developing competency as CT-R trainers and supervisors.

Goal 3: Vermont will develop and pilot CT-R e-learning training curriculum as a strategy to sustain and expand the number of CMHC staff providing CT-R to adults with SMI after the project ends.

- Develop an outline for content of e-learning modules on CT-R and utilize a review committee involving peers, family members and staff.

Deliverables:

- Monthly Technical Reports
 - The subcontractor monthly reports to the subcontractor shall indicate the overall progress of the initiative, the request for specific TA (or combinations of methodologies and strategies), the effectiveness of the TA provided to state organizations, recommended adjustments to the initiative, as well as recommended modifications of the TA and/or the applied modifications to a TA methodology or strategy and its effectiveness over previous practice. The monthly reports will be submitted to NASMHPD by the 10th day of each month.
- Final Technical Report
 - At least two weeks prior to the end of the subcontract, the subcontractor will provide to

NASMHPD a final report of the TA provided by the subcontractor, overall initiative activities, performance measures and outcomes of all subcontractors. This report shall include the final summary reporting of the subcontractor and identification of successful strategies and TA lessons learned in the implementation of the initiative for the subcontractor. This report shall be in a format that can be a useful resource for the identification of TA methodologies, strategies and Subject Matter Experts, for the Government as well as the states, in future transformational (system change) efforts. All requested edits, corrections or clarifications shall be completed and resubmitted prior to the end of the subcontract.

ATTACHMENT 2

PAYMENT SCHEDULE

Payment Schedule:

The schedule of payments is set forth below. Upon acceptance of the Work product by the Project Manager for each period as described in Attachment 1 "Statement of Work", one-tenth (1/10th) of the total Subcontract amount less a ten percent (10%) withholding will be authorized. The final payment of the amount withheld will be authorized contingent upon receipt and acceptance of the Final Technical Report. Payments under this Agreement shall not exceed the total Subcontract amount specified in Section 1, "Type of Contract".

Payments are based upon the receipt and acceptance of status reports which are due on the first of the month following the reporting period. Reports received after the 1st of the month will be processed for payment with the next month's reporting cycle. Reports submitted after the first may or may not be processed in that month. If the report is received after the Owner has been invoiced, the report will be processed with next month's reports.

TTI Payment Schedule

Total Contract Value

\$ 220,000

For the Period		Amount	less 10% Withholding	Net Payable	Report Due
11/16/2017	11/30/2017	24,444.48	(2,444.48)	22,000.00	12/1/2017
12/1/2017	12/31/2017	24,444.44	(2,444.44)	22,000.00	1/1/2018
1/1/2018	1/31/2018	24,444.44	(2,444.44)	22,000.00	2/1/2018
2/1/2018	2/28/2018	24,444.44	(2,444.44)	22,000.00	3/1/2018
3/1/2018	3/31/2018	24,444.44	(2,444.44)	22,000.00	4/1/2018
4/1/2018	4/30/2018	24,444.44	(2,444.44)	22,000.00	5/1/2018
5/1/2018	5/31/2018	24,444.44	(2,444.44)	22,000.00	6/1/2018
6/1/2018	6/30/2018	24,444.44	(2,444.44)	22,000.00	7/1/2018
7/1/2018	7/31/2018	24,444.44	(2,444.44)	22,000.00	8/1/2018
Totals		\$ 220,000.00	(\$22,000.00)	\$ 198,000.00	
		Final Report Submission		\$ 22,000.00	8/24/2018
		Total Paid to State			<u>\$ 220,000.00</u>

ATTACHMENT 3

CLAUSES INCORPORATED BY REFERENCE

GENERAL CLAUSES FOR A FIXED PRICE CONTRACT

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

The full text of a clause may be accessed electronically at this address:
<http://farsite.hill.af.mil/vffara.htm>

FAR Clause No.	Date	Title
52.202-1	Jul-2004	Definitions
52.203-3	Apr-1984	Gratuities
52.203-5	Apr-1984	Covenant Against Contingent Fee
52.203-6	Sep-2006	Restrictions on Subcontractor Sales to the Government
52.203-7	Jul-1995	Anti-Kickback Procedures
52.203-8	Jan-1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	Jan-1997	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	Sep-2007	Limitation on Payments to Influence Certain Federal Transactions
52.204-4	Aug-2000	Printing or Copied Double-Sided on Recycled Paper
52.209-6	Sep-2006	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment
52.215-2	Jun-1999	Audit and Records - Negotiation
52.215-8	Oct-1997	Order of Precedence - Uniform Contract Format
52.215-10	Oct-1997	Price Reduction for Defective Cost or Pricing Data (applicable to contract actions over \$500,000)
52.215-12	Oct-1997	Subcontractor Cost or Pricing Data (applicable to contract actions over \$500,000)
52.215-14	Oct-1997	Integrity of Unit Prices
52.215-15	Oct-2004	Pension Adjustment and Asset Reversions
52.215-18	Jul-2005	Reversion or Adjustment of plans for Post Retirement Benefits (PRB) Other Than Pensions
52.215-19	Oct-1997	Notification of Ownership Change
52.215-20	Oct-1997	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data
52.216-7	Dec-2002	Allowable Cost and Payment
52.216-8	Mar-1997	Fixed Fee
52.219-8	May-2004	Utilization of Small Business Concerns
52.219-9	Apr-2008	Small Business Subcontracting Plan
52.219-16	Jan-1997	Liquidated Damages - Subcontracting Plan
52.222-2	Jul-1990	Payment for Overtime Premiums

52.222-3	Jun-2003	Convict Labor
52.222-21	Feb-1999	Prohibition of Segregated Facilities
52.222-26	Mar-2007	Equal Opportunity
52.222-35	Sep-2006	Affirmative Action for Special Disabled and Vietnam Era Veterans
52.222-36	Jan-1998	Affirmative Action for Workers with Disabilities
52.222-37	Sep-2006	Employment Reports on Disabled Veterans and Veterans of the Vietnam
52.222-50	Feb-2009	Combating Trafficking of Persons
52.222-54	Jan-2009	Employment Eligibility Verification
52.223-6	May-2001	Drug Free Workplace
52.223-14	Aug-2003	Toxic Chemical Release Reporting
52.224-1	Apr-1984	Privacy Act Notification
52.224-2	Apr-1984	Privacy Act
52.225-13	Jun-2008	Restrictions on Certain Foreign Purchase
52.227-1	Dec-2007	Authorization and Consent
52.227-2	Dec-2007	Notice and Assistance Regarding Patent and Copy-Right Infringement
52.227-3	Apr-1984	Patent Indemnity
52.227-11	Dec-2007	Patent Rights – Ownership by the Contractor NOTE: In accordance with FAR 27.303(b)(2) paragraph (e) is modified to include requirements in FAR 27.303(b)(2)(i) through (iv). Reporting frequency in (i) is annual.
52.227-14	Dec-2007	Rights in Data - General
52.228-7	Mar-1996	Insurance – Liability to Third Persons
52.232-9	Apr-1984	Limitation on Withholding of Payments
52.232-17	Oct-2008	Interest
52.232-20	Apr-1984	Limitation of Cost
52.232-22	Apr-1984	Limitation of Funds
52.232-23	Jan-1986	Assignment of Claims
52.232-25	Oct-2008	Prompt Payment
	Feb-2002	Alternate I
52.233-1	Jul-2002	Disputes
52.233-3	Aug-1996	Protest After Award
	Jun-1985	Alternate I
52.233-4	Oct-2004	Applicable Law for Breach of Contract Claim
52.237-3	Jan-1991	Continuity of Services
52.242-1	Apr-1984	Notice of Intent to Disallow Costs
52.242-3	May-2001	Penalties for Unallowable Costs
52.242-4	Jan-1997	Certification of Final Indirect Costs
52.242-13	Jul-1995	Bankruptcy

52.243-2	Aug-1987	Changes - Cost Reimbursement
	Apr-1984	Alternate II
52.244-2	Jun-2007	Subcontracts
52.244-5	Dec-1996	Competition in Subcontracting
52.245-9	Jun-2007	Use and Charges
52.246-5	Jun-2007	Inspection of Services - Cost Reimbursement
52.246-25	Apr-1984	Limitation of Liability Services
52.249-6	May-2004	Termination (Cost-Reimbursement)
55.249-14	Apr-1984	Excusable Delays
52.251-1	Apr-1984	Government Supply Sources
52.253-1	Jan-1991	Computer Generated Forms

II. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (45CFR PART 3)

The full text of a clause may be accessed electronically at this address:

<http://farsite.hill.af.mil/VFHHSARA.HTM>

HHSAR	Date	Title
352.202-1	Jan-2001	Definitions
	Jan-2001	Alternate I
352.228-7	Dec-1991	Insurance - Liability to Third Persons
352.232-9	Apr-1984	Withholding of Contract Payments
352.223-70	Jan-2001	Safety and Health
352.233-70	Apr-1984	Litigation and Claims
352.242-71	Apr-1984	Final Decisions on Audit Findings
352.270-1	Jan-2001	Accessibility of Meetings, Conferences, and Seminars to persons with Disabilities
352.270-6	Jul-1991	Publication and Publicity
352.270-7	Jan-2001	Paperwork Reduction Act

[End of GENERAL CLAUSES FOR A FIXED PRICE CONTRACT]