



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: Joint Fiscal Committee members
From: Daniel Dickerson, Fiscal Analyst
Date: May 31, 2016
Subject: Grant Request #2825, #2826, #2827, #2828

Enclosed please find four (4) items that the Joint Fiscal Office has received from the administration, including **one (1) limited-service position request**.

JFO #2825 – \$10,000 grant from Agricultural Safety & Health Council of America (ASHCA) to the VT Agency of Agriculture, Food and Markets. These funds will be used to develop and produce a bilingual agricultural fire safety video and training kit to teach best practices for on-farm fire safety.
[JFO received 5/20/16]

JFO #2826 – \$9,500 grant from the Training and Research Support Centre Limited (TARSC) to the Department of VT Health Access (DVHA). The funds will be used for training and research on approaches to community power, participation and decision-making in health for the purposes of gathering substantive evidence on promising practices in statewide sites and abroad.
[JFO received 5/25/16]

JFO #2827 – \$8,900 grant from the Alma Gibbs Donchian Foundation to the Agency of Commerce and Community Development. The funds will be used to support statewide historic sites, to include: \$3,500 for a temporary exhibit at the Calvin Coolidge State Historic Site, \$2,900 for three Grace Coolidge Musicale events at the Calvin Coolidge State Historic Site, and \$2,500 for the Justin Morrill State Historic Site to be open to the public three additional days per week during the 2016 season.
[JFO received 5/25/16]

JFO #2828 – **One (1) limited-service position** within the Department of Public Service (DPS). The position will be titled Energy Program Specialist II and will monitor the performance of Vermont gas Systems (VGS), which has recently been appointed as an energy efficiency utility (EEU). The position will also perform additional work in evaluating and verifying energy savings for the renewable energy standard (RES) Tier III obligations, which go into effect in 2017. The position will be funded primarily through the Energy Efficiency Fund and potentially through billbacks to utilities for certain expenses. DPS requested the position through 2026, but the Department of Finance and Management recommends approving the position through FY

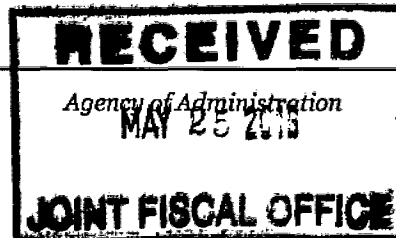
2019, at which time the Administration could consider whether or not to extend it further into the future.

[JFO received 5/25/16]

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 June 14, 2016 we will assume that you agree to consider as final the Governor's acceptance of these requests.



JFO 2826



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:		Grant of \$9,500 for training and research on approaches to community power, participation and decision making in health for the purposes of gathering substantive evidence on promising practices in state-wide sites and abroad.			
Date:		5/17/2016			
Department:		DVHA - Vermont Blue Print for Health			
Legal Title of Grant:		The Implementation of Services for the Training and Research Support Centre Project "Learning from International Experiences on Approaches to Community Power, Participation, and Decision Making in Health."			
Federal Catalog #:		N/A			
Grant/Donor Name and Address:		TARSC Ltd, 52 Cornmarket St, Oxford, OX13HJ			
Grant Period:		From:		To:	
		4/1/2016		4/1/2017	
Grant/Donation		\$9,500			
	SFY 1	SFY 2	SFY 3	Total	Comments
Grant Amount:	\$3,000	\$6,500	\$0	\$9,500	
Position Information:		# Positions	Explanation/Comments		
Additional Comments:					
Department of Finance & Management				[Signature] (Initial)	
Secretary of Administration				[Signature] (Initial)	
Sent To Joint Fiscal Office				Date 5/23/16	



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

BASIC GRANT INFORMATION				
1. Agency:	Agency of Human Services			
2. Department:	Department of Vermont Health Access			
3. Program:	Vermont Blueprint for Health			
4. Legal Title of Grant:	THE IMPLEMENTATION OF SERVICES FOR THE TRAINING AND RESEARCH SUPPORT CENTRE PROJECT 'LEARNING FROM INTERNATIONAL EXPERIENCE ON APPROACHES TO COMMUNITY POWER, PARTICIPATION AND DECISION-MAKING IN HEALTH'			
5. Federal Catalog #:	N/A			
6. Grant/Donor Name and Address:	TARSC Ltd, 52 Cornmarket St, Oxford, OX13HJ			
7. Grant Period:	From:	4/1/2016	To:	4/1/2017
8. Purpose of Grant:	<p>The services / technical work to be implemented shall relate to and be under the Charities Aid Foundation America (CAFA) grant from the RWJF Global Fund to the Training and Research Support Centre Limited 'Learning from international experience on approaches to community power, participation and decision-making in health' for the purpose of gathering substantive evidence on promising practices in and models of community participation, power and decision-making in health systems from selected high, middle and low income countries; to identify and share learning for adaptation in local or state-wide sites in the USA; to connect US sites with those implementing the promising practices in other countries, to build dialogue and networking across institutions and to enable ongoing peer to peer exchange and support on approaches and practices that can be adapted locally, in the USA and in other countries.</p>			
9. Impact on existing program if grant is not Accepted:	Loss of opportunity to strengthen local initiative in Chittenden county			
10. BUDGET INFORMATION				
	SFY 1	SFY 2	SFY 3	Comments
Expenditures:	FY 16	FY 17	FY	
Personal Services	\$3,000	\$6,500	\$	
Operating Expenses	\$	\$	\$	
Grants	\$	\$	\$	
Total	\$3,000	\$6,500	\$	
Revenues:				
State Funds:	\$	\$	\$	
Cash	\$	\$	\$	
In-Kind	\$	\$	\$	
Federal Funds:	\$	\$	\$	
(Direct Costs)	\$	\$	\$	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:	\$	\$	\$	
Grant (source Robert)	\$	\$	\$	
Total	\$3,000	\$6,500	\$	

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

Appropriation No:		Amount:	\$
			\$
			\$
			\$
			\$
			\$
			\$
		Total	\$

Has current fiscal year budget detail been entered into Vantage? Yes No

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: _____ Agreed by: S.C. (initial)

12. Limited Service Position Information:	# Positions	Title
	0	
Total Positions	0	

12a. Equipment and space for these positions: Is presently available. 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-IPN (if applicable):

Signature: <u>E-SIGNED by Steven Costantino</u> <small>on 2016-04-26 20:34:45 GMT</small>	Date:
Title: Commissioner	
Signature: <u>Paul Dreen</u>	Date: <u>4/27/16</u>
Title:	<u>4-29-16</u>

14. SECRETARY OF ADMINISTRATION

Approved: _____ (Secretary or designee signature) Date: 5/8/16

15. ACTION BY GOVERNOR

Check One Box:
 Accepted
 Rejected

(Governor's signature) _____ Date: 5/23/16

16. DOCUMENTATION REQUIRED

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 checked="" type="checkbox"/> Notice of Award	<input type="checkbox"/> Request for Extension (if applicable)

Department of Vermont Health Access
Agency of Human Services
312 Hurricane Lane Suite 201
Williston, VT 05495-2087
www.dvha.state.vt.us
[phone]802-879-5900

MEMORANDUM

TO: XXX

FROM: Steven Costantino, Commissioner, Department of Vermont Health Access (DVHA)

DATE: March 24, 2016

REGARDING: Training and Research Support Centre Limited in support of the Robert Wood Johnson Foundation;
Grant Term: 4/1/2015 – 4/1/2017
Grant Amount: \$9,500.00

DVHA, with the support of Beth Tanzman (MSW Assistant Director of the Blueprint for Health), the Blueprint for Health, and contractors, seeks to accept a grant awarded for \$9,500 aimed to learn from international experience on approaches to community power, participation and decision-making in health for the purpose of gathering substantive evidence on promising practices in and models of community participation, power and decision-making in health systems from selected high, middle and low income countries; to identify and share learning for adaptation in local or state-wide sites in the USA; to connect US sites with those implementing the promising practices in other countries, to build dialogue and networking across institutions and to enable ongoing peer to peer exchange and support on approaches and practices that can be adapted locally, in the USA and in other countries.

The services / technical work to be implemented shall relate to and be under the Charities Aid Foundation America (CAFA) grant from the Robert Wood Johnson Foundation Global Fund to the Training and Research Support Centre.

DVHA will undertake work as a USA site (within Chittenden County) with innovative municipal/ local level models of and interest in strengthening community participation, power and decision-making in health systems in the project, in liaison with the principle investigator 1 (R Loewenson). Participation responsibilities for this project include the:

1. production of a brief on the work of their organisation(s) on social power and participation in health, the models being applied and the gaps, challenges and questions raised, to inform the international work.
2. participate in and input to a two day dialogue review meeting between leads of US sites, policy advisory group members and others that will review the framework for the work; findings of the USA site mapping; review proposals for countries to include in the international work; identify the areas of focus and countries for case studies and short reports, and discuss the proposals for the web platform for the project;
3. prepare from site materials and key informant discussions/inputs a short report on the learning from applying innovation on social participation and power and the supporting and disabling factors in uptake of promising practices in the site
4. participate through agreed site personnel as relevant to the site in 2-3 moderated web platform discussions at defined times on agreed shared issues of concern

5. participate in an international three day dialogue meeting with US and country leads and other resource people to exchange experience, findings, discuss approaches, learning, challenges and identify follow up exchanges and actions.

Deliverables include:

1. A draft (June 30 2016) and final brief (July 29 2016) on the work and concerns of their site on social power and participation in line with the project template.
2. Presentation/discussion of work and inputs at the September 2016 review meeting and September 2017 international meeting.
3. A draft and final short report (by April 2017) on the learning from and barriers / enablers in applying innovations on social power and participation in their site line with the project template,

DVHA supports this work and feels that is it in in the best interest of the State at this time to establish a grant agreement for the work described above. If the grant award is not accepted, DVHA runs the risk of losing an opportunity to strengthen local initiative in Chittenden County.

AGREEMENT REGARDING THE IMPLEMENTATION OF SERVICES FOR THE TRAINING AND RESEARCH SUPPORT CENTRE PROJECT 'LEARNING FROM INTERNATIONAL EXPERIENCE ON APPROACHES TO COMMUNITY POWER, PARTICIPATION AND DECISION-MAKING IN HEALTH'

entered into by and between

TRAINING AND RESEARCH SUPPORT CENTRE LIMITED a company duly incorporated having registration number: 3717162
represented herein by DOCTOR RENE LOEWENSON E-mail: rene@tarasc.org in her capacity as DIRECTOR duly authorised
and

BLUEPRINT FOR HEALTH DEPARTMENT OF VERMONT HEALTH ACCESS (DVHA) NOB 1
South, 280 State Drive, Waterbury, VT 05671-1010 USA
duly authorized by Steven Costantino, Commissioner, with Services provided under the direction of Beth Tanzman, MSW Assistant Director Email: Beth.Tanzman@vermont.gov
(the Consultant')

Hereafter collectively referred to as 'the Parties'

WHEREAS

Training and Research Support Centre Limited is desirous of co-operating with and having certain services/technical work carried out by the Consultant, and is willing to place resources at the disposal of the Consultant to carry out such services/technical work,

AND WHEREAS

The Consultant has the necessary skills and expertise to carry out the services/ technical work, and is desirous of co-operating with TARSC and doing so,

AND WHEREAS

the Parties have reached agreement as to the arrangement between them, and wish to record this agreement in writing,

NOW THEREFORE IT IS AGREED AS FOLLOWS

1. DEFINITIONS

- 1.1 Unless the context otherwise indicates, a reference to the masculine gender shall include a reference to all other genders, the singular shall include the plural, and any reference to a person or party shall include both natural and juristic persons.
- 1.2 The headings in this Agreement are for reference purposes only, and shall not be used as an aid to the interpretation of this Agreement.
- 1.3 This Agreement shall be adjudicated and interpreted according to the laws of United Kingdom.
- 1.4 The following words or phrases shall bear the following special meaning assigned to them below, and shall be interpreted as such for the purposes of this Agreement, even if such interpretation is contrary to the ordinary grammatical meaning of the words and phrases:

Agreement	shall refer to this Agreement and shall include the title page, the objects clauses, the main heads of agreement and the annexures attached thereto, which annexures shall form an integral part of this Agreement;
Background Intellectual Property	shall refer to Intellectual Property that is already in existence that is the property of one of the Parties to this Agreement, the use of which is required for the purposes of carrying out this Agreement;
Consultant	shall refer to shall refer to Blueprint for Health Department of Vermont Health Access (DVHA) as further defined in the title page with Beth Tanzman and any team members providing the technical work as agreed;
Services	shall refer to the services/technical work to be implemented by the Consultant, as further detailed in this Agreement;
Forward Intellectual Property	shall refer to Intellectual Property generated by either of the Parties by and as a result of the services/technical work;
Information	includes, but is not limited to, data owned by the Parties at the commencement of this Agreement, data gathered as a result of the Services, and Intellectual Property;
Intellectual Property	includes, but is not limited to, any and all Information, copyright, publications, diagrams, drawings, notes, inventions, patents, industrial designs and models, trademarks, plant and other biological materials and organisms, whether such material is registered or unregistered, and irrespective of whether such material is capable of such registration;
RWJF	shall refer to the Robert Wood Johnson Foundation
CAFA	shall refer to the Charities Aid Foundation America, Inc. ("CAF America)
TARSC	shall refer to the Training and Research Support Centre Ltd

2. SCOPE OF AGREEMENT

- 2.1 TARSC will hereby appoints the Consultant to implement the services/ technical work as detailed in this Agreement, and the Consultant hereby accepts such appointment on the terms and conditions of this Agreement.
- 2.2 The services / technical work to be implemented shall relate to and be under the Charities Aid Foundation America (CAFA) grant from the RWJF Global Fund to the Training and Research Support Centre Limited 'Learning from international experience on approaches to community power, participation and decision-making in health' for the purpose of gathering substantive evidence on promising practices in and models of community participation, power and decision-making in health systems from selected high, middle and low income countries; to identify and share learning for adaptation in local or state-wide sites in the USA; to connect US sites with those implementing the promising practices in other countries, to build dialogue and networking across institutions and to enable ongoing peer to peer exchange and support on approaches and practices that can be adapted locally, in the USA and in other countries.
- 2.3 The Consultant will undertake work as a USA site with innovative municipal/ local level models of and interest in strengthening community participation, power and decision-making in health systems in the project, in liaison with the principle investigator 1 (R Loewenson) to:

- a. *In April – July 2016*: Produce a brief on the work of their organisation(s) on social power and participation in health, the models being applied and the gaps, challenges and questions raised, to inform the international work. This will use a template that TARSC and TARSC will use this to prepare and share a brief on the cross cutting areas of interest and challenge across the sites. TARSC will send a draft template for this work in early April and agree with US sites on the final template. The site will prepare and send a draft brief in line with the template by 30 June, for review feedback by TARSC, and a final brief by 29 July.
- b. *On Friday September 30 and Saturday October 1st 2016* participate in and input to a two day dialogue review meeting between leads of US sites, policy advisory group members and others that will review the framework for the work; findings of the USA site mapping; review proposals for countries to include in the international work; identify the areas of focus and countries for case studies and short reports, and discuss the proposals for the web platform for the project;
- c. *In Nov 2016 to April 2017*, using a template drafted by TARSC and finalised with review input from US sites, prepare from site materials and key informant discussions/inputs a short report on the learning from applying innovation on social participation and power and the supporting and disabling factors in uptake of promising practices in the site, including any practices applied as a result of information shared in the project.
- d. *Between March 2017 and February 2018* use the web platform as a resource for communicating and sharing work, publications, information, meeting documents and a shared calendar in the project and participate through agreed site personnel as relevant to the site in 2-3 moderated web platform discussions at defined times on agreed shared issues of concern.
- e. *In September 2017*, participate in an international three day dialogue meeting with US and country leads and other resource people to exchange experience, findings, discuss approaches, learning, challenges and identify follow up exchanges and actions.
- f. Using the work above input to discussions in the project, in meetings and on the web platform and respond to review feedback and editor queries on documents produced by the consultant.

2.4 Deliverables to be produced are:

- A draft (June 30 2016) and final brief (July 29 2016) on the work and concerns of their site on social power and participation in line with the project template.
- Presentation/discussion of work and inputs at the September 2016 review meeting and September 2017 international meeting.
- A draft and final short report (by April 2017) on the learning from and barriers / enablers in applying innovations on social power and participation in their site line with the project template,

2.3 The Consultant shall discharge its obligations in this Agreement through Beth Tanzman.

2.4 TARSC shall be represented this Agreement through Rene Loewenson, duly authorised as Director.

2.5 The Parties relationship shall in all respects remain that of independent contractors. Nothing in this Agreement shall be taken to construe a contract of employment, partnership, agency or any other legal relationship as existing between the Parties, and the Parties shall not be legally entitled to represent each other except as provided for in this Agreement.

2.6 The Parties undertake to recognise and to respect each other's Mission Statements, and any other code of conduct or policy which the Parties may from time to time have in place, and each party hereby undertakes to ensure that their staff members, and / or associates, as the

case may be, honour and respect the other Party's Mission Statement, codes of conduct or policies, particularly when staff employed by one Party, or the associates of that Party, as the case may be, are hosted at the institution of the other Party.

3. DURATION, TERMINATION AND SURVIVABILITY

- 3.1 This Agreement comes into effect on the signature by both Parties, and unless terminated earlier in terms hereof, shall remain in force until the Services have been completed by the Consultant and final payment has been made by TARSC, subject to the timing and terms of CAFA agreement with TARSC of 24 November 2015 and the Addendum to CAF America Agreement Project Grants from the Robert Wood Johnson Foundation Global Fund with TARSC of 24 November 2015, viz that the overall project has a start date of 1 December 2015 and a final date 27 months later.
- 3.2 TARSC may terminate this Agreement at any time by giving the Consultant 30 (thirty) days notice in writing, provided that should TARSC elect to terminate this Agreement in terms of this clause, TARSC shall make pro-rata payment to the Consultant for all work satisfactorily completed prior to the date that such notice becomes effective.
- 3.3 In the event of the early termination of this Agreement, the Parties shall agree on the delivery to TARSC of any work completed by the Consultant prior to the date of such termination.
- 3.4 In the event of either party being unable to perform their obligations for a period of (2) months due to any *force majeure*, this Agreement may be terminated by either party, by giving thirty (30) days written notice to the other party, subject to the terms of CAFA agreement with TARSC of 24 November 2015 and the Addendum to CAF America Agreement Project Grants from the Robert Wood Johnson Foundation Global Fund with TARSC of 24 November 2015.
- 3.5 The Parties may elect to renew this Agreement for such period of time and on such additional terms and conditions as may be negotiated between them.
- 3.6 The provisions of this Agreement relating to confidentiality, intellectual property, and dispute resolution shall survive the termination of this Agreement.

4. REMUNERATION AND PAYMENT

- 4.1 In respect of the Services to be rendered by the Consultant, TARSC shall pay to the Consultant a total amount of US\$ 9 500 (Nine thousand five hundred US dollars), paid as below:
- a. US\$3000 by transfer on April 15 2016 to support the work on the US site brief
 - b. US\$1000 honorarium paid at the September 2016 meeting
 - c. US\$4000 by transfer on November 30 2016 to support the work on the site short report on applying innovation
 - d. US\$1500 honorarium paid at the September 2017 meeting and for input to the policy advisory group.
- 4.1.1 The amount referred to in 4.1. is inclusive of all local travel, site review, team time, data collection, searches, local subsistence, internet, office, calls, report writing and copying expenditure incurred in respect of the services/ technical work. TARSC will cover separately costs of air travel, accommodation and per diem for Beth Tanzman for the international meetings in September 2016 and September 2017.
- 4.1.2 The consultant undertakes to organise such time as needed to meet the work, deliverables and timings as set out in Section 2.
- 4.1.3 Any other costs will be met if within the RWJF budget by discussion with and prior agreed between TARSC and the consultant in direct relation to the contribution to the project.

- 4.2 For the above payments that are not honoraria, the consultant will submit to TARSC an invoice in order for payment to be made with the date, a description of the task, the amount to be paid and the bank details for the payment.
- 4.3 Payments will be made by TARSC on the date indicated subject to receipt of services/ technical work for prior payments having been completed and subject to the funds being made available to TARSC by RWJF and CAFA in line with the budget for the work in the agreement of 24 November 2015.
- 4.4 Any other amount that may be necessary for the conduct of the Services that is not specifically detailed in this Agreement shall be for the account of the Consultant, unless the Parties specifically agree to the contrary in writing. The consultant must keep receipts of any other expenses agreed with TARSC or that it is claiming under item 4.1.3, which must be submitted to TARSC together with an invoice in order for payment to be made.
- 4.5 Unless specifically stated to the contrary, any amounts quoted in this Agreement, and in any project description drafted pursuant there to, includes Value Added Tax at the prevailing rate. The consultant shall meet all their own tax liabilities under this agreement.

5. OBLIGATIONS OF THE CONSULTANT

- 5.1 In addition to any other obligations that the Consultant may incur in terms of this Agreement, the Consultant shall:
- 5.1.1 Carry out the tasks as listed in this Agreement, in line with the timelines set out and in accordance with the terms and conditions of this Agreement, efficiently and timeously. To this end, the Consultant warrants that it has, or is able to access, sufficient skills and expertise to render the Services; and has no conflict of interest in implementing the programme of work in terms of commercial or other private interests in this work;
- 5.1.2 Not use any funds in this project to carry on any propaganda or otherwise attempt to influence legislation; influence the outcome of any specific public election or carry on any voter registration drive; induce or encourage any violations of law or public policy or cause any improper private benefit to occur; provide tuition, medical expenses or other economic benefits to a donor or a donor's family; make grants to any individuals or organisations; create, develop or acquire any capital asset with more than \$5000 with a useful life of over one year, employ individuals or contribute funds to any organisation found on any anti-terrorism list promulgated by the US Government, the United Nations or the European Union, including the Department of the Treasury's Office of Foreign Assets Control Specifically Designated Nationals List, the Department of Justice's Terrorist Exclusion list and the list annexed to Executive Order 13224; make any illegal payments directly or indirectly to government officials, political parties or candidates outside the US of that would cause any person to violate the United States Foreign Corrupt Practices Act of 1977 as amended; conduct activities in or travel to or from the United States or to take any other action inconsistent with Section 501c (3) of the Internal Revenue Code.
- 5.1.3 Comply with the provisions on confidentiality in terms of clause 7 below.

6. OBLIGATIONS OF TARSC

- 6.1 TARSC shall, upon request by the Consultant, furnish the Consultant with all information and documentation as reasonably required by the Consultant to perform the work.
- 6.2 TARSC shall arrange for and make all payments and other disbursements due by it according to the time schedule and on the terms and conditions applicable in this Agreement, subject to the funds being available to TARSC in line with the budget for the full project.

7. CONFIDENTIALITY

- 7.1 The Parties may disclose confidential Information to one another to facilitate work under this Agreement, on the understanding that such Information shall be safeguarded, used only for the legitimate purposes of this Agreement and not disclosed to anyone without a 'need to know'.
- 7.2 The Parties shall treat all information passed between them in the course of the Services as being confidential, and it shall not be necessary for the disclosing party to designate any Information so supplied as confidential.
- 7.3 The confidentiality obligation contained in clauses 7.1 and 7.2 above shall not apply where:
- 7.3.1 the Information is or becomes generally available to the public through no fault of the receiving party or its employees, agents or contractors; or
- 7.3.2 the Information was already in the possession of the receiving party without restriction as to confidentiality at the time of the disclosure as evidenced by reasonable written records; or
- 7.3.3 the Information is subsequently received by the receiving party from a third party without restriction and without breaching any confidentiality obligations between a third party and the disclosing party in terms of this Agreement.
- 7.4 The ownership of any Information supplied by the Parties to this Agreement shall remain the sole property of the party disclosing such information, and the disclosure of such information shall not be interpreted to mean that the ownership of such Information has been surrendered by the disclosing party.
- 7.5 The Parties shall ensure that their servants, employees, representatives, agents, and/or subcontractors are aware of and are bound by this duty of confidentiality, by ensuring that such persons sign a subsidiary confidentiality agreement, in terms of which the provisions of this Agreement relating to confidentiality become binding on such third party.

8. INTELLECTUAL PROPERTY

- 8.1 The ownership of any Background Intellectual Property owned by any Party prior to the commencement of the Services shall remain vested with that Party.
- 8.2 This work is done under a grant awarded from a donor advised fund established by the Robert Wood Johnson Foundation ("Foundation") in furtherance of its charitable mission to improve the health and health care of all Americans. In support of its charitable mission, the Foundation has an ongoing interest in learning from your work and ensuring that the results of your work are made publicly available to inform the improvement of health and health care within the United States. For this reason, TARSC and the consultant agree to the following:
- 8.3 To further the Foundation's objective that the knowledge gained through CAFA funded projects is promptly and broadly disseminated in a manner which promotes the improvement of health and health care without unreasonable cost, restriction, or other burden on use or access, you hereby agree that: (a) all documents, written materials, and other content created under this grant, including, but not limited to published materials, proposals, findings, and other information and resources generated by you ("Content") and any subcontractees managed by you will be made available to the community under the Creative Commons Attribution-NoDerivatives 4.0 International (<https://creativecommons.org/licenses/by-nd/4.0/>); and (b) all inventions and other results that are not Content required to be licensed pursuant to the Content License ("Results") shall be made widely available by you without unreasonable cost, restriction or other burden on use or access for the purpose of improving

health and healthcare (the "Dissemination Objective"). You are strongly encouraged to utilize open source licenses to satisfy the Dissemination Objective.

- 8.4 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.

9. PRIVACY AND SECURITY OF HEALTH INFORMATION

- 9.1 The consultant represents and warrants that any individually identifiable health information used or disclosed in connection with the work in this agreement will be used and disclosed in compliance with applicable UK and country and/or local laws and regulations regarding the privacy and security of such information. In the United States, this includes 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).

- 9.2 For any part of the work involving human subjects, the consultant will conduct the research in compliance with the ethical standards and the criteria for approval and conduct of research set forth by the applicable laws and regulations of the country and/or locality in which the research is being conducted. If the research is conducted with the United States, the consultant will conduct the research in compliance with the ethical standards and the criteria for approval and conduct of research set forth in the 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. PERFORMANCE AND BREACH

- 10.1 In addition to their specific obligations as outlined elsewhere in this Agreement, the Parties shall use their best endeavours to ensure that the terms and conditions of this Agreement are adhered to and carried out. Should any Party deviate from these terms and conditions, that Party shall take all reasonable measures to remedy such deviance within a reasonable time.
- 10.2 In the event of a Party (the defaulting party) not performing its obligations to the satisfaction of the other Party (the aggrieved party), the aggrieved party shall give the defaulting party written notice detailing such failure. Upon receipt of such notice, the defaulting party shall have thirty (30) days from the date of receipt, to remedy the defect.
- 10.3 In the event of a defaulting party's failure to remedy any defect after receiving written notice to do so, the aggrieved party shall have the right, at its option, without detracting from any other rights that it may have in terms of this Agreement or otherwise, to cancel the Agreement, and to pursue any remedies available to it for breach of contract.
- 10.4 Any indulgence given by any Party in respect of this clause shall not prejudice any other remedy that Party may have in respect of any continuing or other breach of the terms and conditions hereof.
- 10.5 Any other indulgence, favour, delay or relaxation of its powers and rights in terms of this Agreement by a Party shall not constitute a waiver of those powers and rights by that party, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof, or the exercise of any power or right under this Agreement.

- 10.6 None of the provisions of this Agreement shall be considered to have been waived by any Party unless such waiver is recorded in writing and presented to the other Party.
- 10.7 The above notwithstanding, neither Party shall be liable for a failure to perform on its part, where such failure is caused by circumstances reasonably beyond the control of that Party, the effect of which circumstances that Party has not been able to avoid by the exercise of due diligence.
- 11. INDEMNITY**
- 11.1 The Parties indemnify each other against any claims from third parties which may arise as a result of their non-compliance with any provision of this Agreement, or any negligent act or omission by that Party, its employees, agents or representatives.
- 11.2 The above provision notwithstanding, TARSC shall not be held liable for any loss or damages, whether direct or consequential, caused by any reliance placed on the results produced by the Services, whether such damage is suffered by the Consultant, or by third parties, and the Consultant hereby undertakes to indemnify TARSC against any such claims, howsoever arising, save where such claims are directly caused by the intentional or negligent conduct of TARSC.
- 12. USE OF THE PARTIES' NAMES**
- 12.1 The names of the Parties shall not be used in relation to any publication, product or service undertaken or offered as a result of the Services, unless the written permission of the party to be so named is first sought and obtained. However, the Parties may furnish each other with blanket consent to make use of their names for specified purposes only.
- 13. DISPUTE RESOLUTION**
- 13.1 The Parties shall attempt to resolve all disputes arising out of or relating to this Agreement by direct negotiation between themselves, within a reasonable time of such dispute arising.
- 13.2 Should the Parties be unsuccessful in settling a dispute in the manner contemplated in clause 13.1 either Party may, by written notice to the other Party, within sixty (60) days of the end of the unsuccessful dispute resolution, refer the matter to arbitration under the law and arbitration services of the United Kingdom.
- 13.3 The arbitration shall commence within thirty (30) days of the appointment of the arbitrator and shall be conducted in accordance with procedures settled by the arbitrator.
- 13.4 The decision of the arbitrator shall be final and binding, and may at the request of any of the parties involved in the dispute be made an Order of Court, in a Court of competent jurisdiction, and all of the parties involved in the dispute hereby agree to submit themselves to the jurisdiction of such Court.
- 13.5 The costs of such arbitration shall be borne equally by the parties involved in the dispute.
- 14. GENERAL**
- 14.1 This Agreement constitutes the entire agreement between the Parties. Any additional undertaking, representation or warranty shall not be binding unless reduced to writing, signed by all the Parties and attached to this Agreement as an addendum.
- 14.2 No renewal, extension, alteration, cancellation, variation or addition to this Agreement shall be of any force and effect unless reduced to writing, signed by all the Parties and attached to this Agreement as an addendum.

14.3 If any clause or term of this Agreement should be invalid, unenforceable or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable therefrom and shall continue in full force and effect.

14.4 Save as provided for in this Agreement, neither this Agreement or any rights or obligations of any party hereunder shall be ceded, assigned or otherwise transferred by any party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

15. DOMICILIUM AND NOTICES

15.1 The Parties hereto respectively choose domicilium citandi et executandi for all purposes of and in connection with this Agreement as follows:

15.1.1 TARSC Ltd 52 Cornmarket St, Oxford, OX13HJ
Marked for the attention of: Rene Loewenson
E-mail: rene@tarsc.org

15.1.2 Consultant: BLUEPRINT FOR HEALTH DEPARTMENT OF VERMONT HEALTH ACCESS (DVHA) NOB
Marked for the attention of: 1 South 280 State Drive
Waterbury, VT 05671-1010 USA
Steven Costantino, Commissioner, and
Beth Tanzman, MSW Assistant Director
Email: [Beth.Tanzman@vermont.gov](mailto: Beth.Tanzman@vermont.gov)

15.2 Each Party shall be entitled to change its domicilium from time to time, provided that any new domicilium shall only be effective upon receipt of notice of such change in writing by the other Party.

15.3 All notices to be given by the Parties to each other shall be given to the aforesaid addresses either by hand delivery or email. The date of receipt shall, unless and until the contrary is proved, be deemed to be the date of delivery or confirmation of receipt.

THIS DONE AND SIGNED on this 25th day of March 2016

FOR THE TRAINING AND RESEARCH SUPPORT CENTRE LIMITED

Rene Loewenson
RENE LOEWENSON, DIRECTOR, DULY AUTHORISED

THIS DONE AND SIGNED on this day of 2016 March 25, 2016

FOR THE CONSULTANT

E-SIGNED by Steven Costantino
on 2016-03-25 15:36:25 GMT

STEVEN COSTANTINO, COMMISSIONER, DULY AUTHORISED