

STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION ----- Form AA-14 (1/8/2019)

Note: All sections must be completed. Incomplete forms will be returned to the originating department.

I. CONTRACT INFORMATION:

Agency/Department: Auditor of Accounts/ Contract #: 35472 Amendment #: 3
 Vendor Name: CliftonLarsonAllen LLP VISION Vendor No: 366757
 Vendor Address: 1966 Greenspring Drive, Suite 300, Timonium, MD 21093
 Starting Date: 04/01/18 Ending Date: 6/30/2023 Amendment Date: 3/24/2021
Summary of agreement or amendment: Amendment to exercise two-year option to extend contract, add confidentiality language, and make two technical adjustments to the scope of work.

II. FINANCIAL & ACCOUNTING INFORMATION

Maximum Payable: \$6,698,600.00 Prior Maximum: \$ 4,021,585.00 Prior Contract # (If Renewal):
 Current Amendment: \$2,677,015.00 Cumulative amendments: \$ 2,797,015.00 % Cumulative Change: 72 %
Business Unit(s): 01250; ; - [notes:] **VISION Account(s): 507100;**

Estimated Funding Split: % GF % SF % EF % Other
 % TF % GC % FF % SARF (name)

III. PROCUREMENT & PERFORMANCE INFORMATION

A. Identify applicable procurement process utilized.
 Standard Bid/RFP Simplified Sole Source (See B.) Qualification Based Selection Statutory
 B. If Sole Source Contract, contract form includes self-certification language? Yes N/A
 C. Contract includes **performance measures/guarantees** to ensure the quality and/or results of the service? Yes No

IV. TYPE OF AGREEMENT (select all that apply)

Personal Service Construction Arch/Eng. Marketing Info. Tech. Prof. Service
 Non-Personal Service Retiree/Former SOV EE Financial Trans Zero-Dollar Privatization Other
 Commodity

V. SUITABILITY FOR CONTRACT FOR SERVICE

Yes No n/a Does this contract meet the determination of an Independent Contractor? If "NO", the contractor must be set up and paid on payroll through the VTHR system.

VI. CONTRACTING PLAN APPLICABLE

Is any element of this contract subject to a pre-approved Agency/Dept. Contracting Waiver Plan? Yes No

VII. CONFLICT OF INTEREST

By signing below, I (Agency/Dept. Head) certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

Yes No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

VIII. PRIOR APPROVALS REQUIRED OR REQUESTED

Yes No Agreement must be Certified by the Attorney General under 3 V.S.A. § 342 (sign line #4 below)
 Yes No Attorney General review As To Form is required (\$25,000 and above) or otherwise requested: _____ (AAG initial)
 Yes No Agreement must be approved by the Secretary of ADS/CIO
 Yes No Agreement must be approved by the CMO: for Marketing services over \$25,000
 Yes No Agreement must be approved by Comm. Human Resources: for Privatization, Retirees, Former Employees, & if a Contract fails the IRS test.
 Yes No Agreement must be approved by the Secretary of Administration

IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL

I have made reasonable inquiry as to the accuracy of the above information (sign in order):

1-Date	1-Agency/Department Head		2-Date	2-Agency Secretary (if required)	
3a-Date	3a-CIO	3b-Date	3b-CMO	3c-Date	3c-Commissioner DHR
4-Date	4-Attorney General		5-Date	5-Secretary of Administration	

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Office of the State Auditor (the "State") and CliftonLarsonAllen LLP (CLA), with a principal place of business in Timonium, Maryland (the "Contractor") that the contract between them originally dated as of April 1, 2018, Contract #35472, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$4,021,585 to \$6,698,600, representing an increase of \$2,677,015.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from 4/30/2021 to 6/30/2023.
- III. **Attachment A, Scope of Services.** The scope of services will remain unchanged except for the following two amendments:
 - The first paragraph of Attachment A Section D (2) will be amended to read:

“2. All necessary work associated with the audit of the State's major federal programs, in accordance with Uniform Guidance and *Government Auditing Standards*, will be completed for issuance no later than March 31 each year unless federal requirements permit otherwise and the Contractor and the State have agreed to an alternate timeline. A draft of all findings will be provided to Management in advance, as specified in this attachment, and a draft of the single audit report will be delivered to the Auditor's Office and Finance & Management for review by no later than March 1 each year, at least two weeks in advance of issuance.”
 - Attachment A Section D (3) (i) will be amended to read:

“i. provide workspace and photocopying equipment in Montpelier for the Contractor’s personnel;”
- IV. **Attachment B, Payment Provisions.** This amendment confirms that the State is exercising its option in Attachment B, Section B of the original contract to extend this contract for two additional years for audits of fiscal years 2021 and 2022 and associated services. The fees for auditing those fiscal years and associated services are outlined in the original contract and will apply for those services for those respective periods.
- V. **Attachment D, Other Contract Provisions.** Attachment D will remain unchanged except for the following addition of a new fourth section to read as set forth below:

4. Confidentiality of State Information. The State retains full right and title to data provided by the State and any data derived therefrom, including metadata (collectively, the “State Data”). Contractor acknowledges that certain State Data to which the Contractor may have access may contain individual federal tax information, personal

protected health information and other individually identifiable information protected by State or federal law or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. Unless otherwise instructed by the State, Contractor agrees to keep confidential all State Data. The Contractor agrees that (a) it will not collect, access, or use State Data except as necessary to provide services to the State under this agreement; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of State Data as it provides to protect its own similar confidential and proprietary information; (c) it will not rent, sell, publish, reproduce, or otherwise divulge any State Data in whole or in part, in any manner or form orally or in writing to any third party unless it has received written approval from the State and that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the State's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Contractor will take reasonable measures as are necessary to restrict access to State Data in the Contractor's possession to only those employees on its staff who must have the information on a "need to know" basis. The Contractor shall not retain any State Data except to the extent required to perform the services under this Contract. Contractor agrees to execute additional non-disclosure or related agreements with the State as required or requested by the State for Contractor to be given access to certain State Data.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

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

This document consists of 3 pages. Except as modified by this Amendment No. 3, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

CliftonLarsonAllen LLP

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____