

AMENDMENT

It is agreed between the State of Vermont, Department of Vermont Health Access (hereinafter called "State") and Bailit Health Purchasing, LLC (hereinafter called "Contractor") with principal place of business at Needham, MA that the contract dated 3/27/14 is to be amended July 7, 2014 as follows:

1. By striking out on page 1, item #2, the following:

Subject Matter. The subject matter of this contract is personal services generally on the subject of providing disability and Long Term Services and technical assistance to awardees for the Vermont Health Care Innovation Project's Sub-Grant Program. Detailed services to be provided by the Contractor are described in Attachment A.

And substituting in lieu thereof:

Subject Matter. The subject matter of this contract is personal services generally on the subject of providing consulting support related to payment models, care models, quality measures, disability and long term services and supports, and technical assistance to awardees of the Vermont Health Care Innovation Project (VHCIP) sub-grant program. Detailed services to be provided by the Contractor are described in Attachment A.

2. By striking out on page 1, item #3, the following:

Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$190,000. The State does not guarantee the assignment of any minimum number of hours or other work under this contract.

And substituting in lieu thereof:

Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$1,230,272. The State does not guarantee the assignment of any minimum number of hours or other work under this contract.

3. By striking out on page #1 the following:

Contract Term. The period of Contractor's performance shall begin on March 27, 2014 and end on March 26, 2015 with two (2) one (1) year extension periods upon mutual agreement of both parties.

And substituting in lieu thereof:

Contract Term. The period of Contractor's performance shall begin on March 27, 2014 and end on January 31, 2017.

4. Attachment A. Striking out Attachment A in its entirety and replacing in lieu thereof:

1. The Contractor shall provide support for Disability and Long Term Services and Supports (DLTSS) Work Group tasks, activities and decision-making, including, but not limited to, the following areas:

- a. Care models to support integrated care for people with disabilities, chronic conditions and those needing long term services and supports.
 - b. Payment models to support integrated care for people with disabilities, chronic conditions and those needing long term services and supports.
 - c. LTSS quality and performance measures to evaluate the outcomes of people with disabilities, chronic conditions and those needing long term services and supports.
 - d. IT infrastructures to support new payment and care models for integrated care for people with disabilities, chronic conditions and those needing long term services and supports.
 - e. Strategies to incorporate person-centered, disability-related, person-directed, and cultural competency issues into all VHCIP activities.
 - f. Identification of barriers in current Medicare, Medicaid and commercial coverage and payment policies, and strategies to address them.
 - g. Other activities as identified by the Work Group to assist successful implementation of payment and care models to best support people with disabilities, chronic conditions and those needing long term services and supports.
2. The Contractor shall support the DLTSS Work Group and leadership (i.e., VHCIP and DLTSS Project Staff, Work Group Chairs and other Consultants) by performing the following activities:
- a. Work closely with VHCIP and DLTSS Work Group leadership to strategize and develop agendas for Work Group meetings, preparing handouts and preparing discussion materials.
 - b. Actively participate in DLTSS Work Group meeting discussions.
 - c. Conduct research on specific topics and developing summary documents and / or presentations.
 - d. Provide ad hoc support for project leadership and achievement of VHCIP goals via telephone calls and electronic mail communications (e.g., exchange of information about project developments and updates, sharing of information regarding relevant topics, new publications and/or national news; discussion of recent events and implications for project direction; contributing to discussion about policy or operational decisions; etc.).
 - e. Participate in Health Information Technology /Health Information Exchange (HIT/HIE) Work Group Meetings.
 - f. Attend VHCIP Steering Committee meetings and other VHCIP Work Group meetings as necessary to support the goals of the DLTSS Work Group.
3. The Contractor shall provide support for the Payment Models Work Group tasks, activities and decision-making, including, but not limited to, the following areas:
- a. Medicaid and Commercial Shared Savings ACO Program payment design and implementation;
 - b. Episode of Care program payment design and implementation;
 - c. Pay-for –Performance program payment design and implementation;
 - d. Development of manuals, glossaries and other documents to support the three models being tested in Vermont: Shared Savings ACO Programs, Episodes of Care and Pay-for-Performance;
 - e. Providing support to VHCIP staff and sub-groups of the Payment Models Work Group;
 - f. Research, white paper development and documentation related to the three payment models being tested in Vermont;
 - g. Development of timelines, agendas, workplans and other materials needed to support the work group activities;
 - h. Identification of barriers in current Medicare, Medicaid and commercial coverage and payment policies, and strategies to address them; and
 - i. Other activities as identified by the Work Group to assist successful implementation of payment

models.

4. The Contractor shall provide support for the Care Models Work Group tasks, activities and decision-making, including, but not limited to, the following areas:
 - a. Medicaid and Commercial Shared Savings ACO Program care model and care management design and implementation;
 - b. Episode of Care program care model and care management design and implementation;
 - c. Pay-for-Performance program care model and care management design and implementation;
 - d. Development of manuals, glossaries and other documents to support the care models and care management standards related to the three payment models being tested in Vermont: Shared Savings ACO Programs, Episodes of Care and Pay-for-Performance;
 - e. Providing support to VHCIP staff and sub-groups of the Care Models and Care Management Work Group;
 - f. Research, white paper development and documentation related to the care management and care models in Vermont;
 - g. Development of timelines, agendas, workplans and other materials needed to support the work group activities;
 - h. Identification of barriers in current Medicare, Medicaid and commercial policies, and strategies to address them; and
 - i. Other activities as identified by the Work Group to assist successful implementation of payment models, care management standards and care models.

5. The Contractor shall provide support for the Quality and Performance Measures Work Group tasks, activities and decision-making, including, but not limited to, the following areas:
 - a. Medicaid and Commercial Shared Savings ACO Program quality measure identification;
 - b. Episode of Care program care model and care management quality measure identification;
 - c. Pay-for-Performance program quality measure identification;
 - d. Development of manuals, glossaries and other documents to support the quality measures identified for each of the three payment models being tested in Vermont: Shared Savings ACO Programs, Episodes of Care and Pay-for-Performance;
 - e. Providing support to VHCIP staff and sub-groups of the Quality and Performance Measures Work Group;
 - f. Research, white paper development and documentation related to potential quality measures in Vermont;
 - g. Development of timelines, agendas, workplans and other materials needed to support the work group activities;
 - h. Identification of barriers in current Medicare, Medicaid and commercial policies, and strategies to address them; and
 - i. Other activities as identified by the Work Group to assist successful implementation of quality measures.

6. The Contractor shall provide support for two IT projects. The first project will review existing DLTSS measures. The review of the DLTSS measures is in advance of the measures that are being proposed for use in the Medicaid Shared Savings Program in 2015 and 2016. This project will determine if any non-claims based measures need IT support for use in 2016. The second project aims to improve integration of communication among acute and post-acute health care providers and community based supportive

service providers to enable Vermont to reach the next level of performance and service integration, with lower total medical expenditure (TME) and higher patient satisfaction. Today, modes of communication among different provider types vary from electronic to manual modes such as fax, telephone, and paper. Significant constraints on improved care integration and coordination include the lack of common information exchange processes, agreed upon content, and access to a shared health information exchange. This project will consider the data sets and impact on workflow processes and behavior for provider needs, which must convey both medical and social information. The work described here will focus on several provider types, some of which have EMR systems, and at least one will not. Mandating a form or protocol does not guarantee that people will use it well, or even that they will use it at all. This project will result in the creation of a detailed project charter for the technical design of the actual Universal Transfer Protocol. The Contractor shall provide support for the these two IT projects tasks, activities and decision-making, including, but not limited to, the following areas:

- a. Providing support to VHCIP staff and the HIE/HIT Work Group;
- b. Research, white paper development and documentation related to DLTSS quality measures and the Universal Transfer Protocol in Vermont;
- c. Development of timelines, agendas, workplans and other materials needed to support these two projects' activities; and
- d. Other activities as identified by VHCIP Staff and the HIE/HIT Work Group to assist successful implementation of these two projects.

7. Deliverables:

- a. Submit monthly task order and progress reports indicating what work is to be done and confirming what work was accomplished each month.
- b. Develop and/or contribute to agendas, white papers, presentations and other materials for the VHCIP Work Groups as requested.
- c. Participate in monthly VHCIP work group meetings, and sub work-group meetings as needed.
- d. Participate in monthly VHCIP work group planning meetings.
- e. Attend VHCIP Steering Committee meetings and other VHCIP work group meetings as needed.
- f. Provide research and summary documents to support VHCIP work group work plan and decision-making.
- g. Work with VHCIP Project Staff regarding IT infrastructure needs by providing research, papers and documents that support Work Group recommendations and decision-making.
- h. Work with VHCIP Project Staff to develop care models that support integrated care.
- i. Work with VHCIP Project Staff to develop payment models that support integrated care.
- j. Provide ad hoc research, analyses and communications to support VHCIP work group tasks and activities.

8. Develop Scopes of Work with Grant Program Awardees:

- a. The Contractor shall develop detailed scopes of work, including timeline and total cost, with awardees and the State. The State will pay the Contractor for the time spent on the development of each scope of work as outlined in the approved task order.
- b. The Contractor shall create a work-plan for providing the technical assistance necessary for all of the approved scopes of work.

9. Technical Assistance Support to Grant Program Awardees:

- c. The Contractor shall provide consultative support to the approved Grant Program Awardees. The Contractor will not begin work on any scopes of work without express written approval by the State.
- d. The areas of consultation that may be necessary in order to accomplish this task may include, but are not limited to:
 - i. Advice on Delivery System Design and Organization
 - ii. Advice on Payment Reform
 - iii. Financial Analysis
 - iv. Quality Reporting and Analysis
 - v. Planning and Model Design
- e. The Contractor shall provide monthly reports to the State regarding progress on each of these technical assistance scopes of work. The Contractor should be prepared to consult with the State of Vermont in development of written documentation and presentations to State and Center for Medicare & Medicaid Innovation in order to support this effort.
- f. The Contractor's level of effort will vary according to the needs of each Awardees reform agenda and the degree to which state staff or consultants retained are capable of providing all needed support.

10. Task Orders:

All work must be reviewed and accepted by the State Authorized Representative(s) in the form of a task order before the Contractor shall submit an invoice to the State.

Changes to a Task Order shall be accomplished by written modification as agreed to by both parties listed below and will be reflected in a new Task Order.

Georgia J. Maheras, Esq.
Project Director
Vermont Health Care Innovation Project
georgia.maheras@state.vt.us
802-505-5137

Jessica Mendizabal
Contract and Grants Administrator
Department of Vermont Health Access
Jessica.mendizabal@state.vt.us
802-878-7958

11. Monthly Reporting

- a. The Contractor shall participate in a conference call each month with the State regarding work under this agreement. The purpose of these calls is to discuss administrative and project issues as they arise and to report preliminary findings of analyses as they become available.
- b. More frequent calls may be needed during active periods of the project.
- c. The Contractor shall submit monthly Status Reports outlining all work accomplished during the previous month. The Report should detail hours expended against the Task Order for each staffing category identified:
 - i. Total hours authorized under the Task Order
 - ii. Hours expended during the previous week
 - iii. Total hours expended under the Task Order to date

These reports are to be submitted electronically to the VHCIP Project Director within five business days after the end of the month. These monthly progress reports shall be consistent with the work billed on the monthly vouchers.

- d. At a minimum, monthly progress reports shall cover the following items:
 - i. Activities related to consultation and support related to each Awardee supported by this contract
 - ii. Activities planned for the forthcoming month
 - iii. Contractor's expectations of the State Staff during the forthcoming month (e.g., review of deliverables submitted, delivery of data or other items)
 - iv. Any problems or delays – encountered or foreseeable – that may affect contract performance
 - v. Budget discrepancies greater than ten percent, i.e., cost overruns or underruns.
- e. Additional planning and coordination meetings may be required during the course of the contract, depending on the State's needs.

12. Contract Administration Data – Key Personnel (See Attachment B for key personnel list and hourly rates)

- a. The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the VHCIP Project Director and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the State of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the Contracting Officer. The State may modify the contract to add or delete key personnel at the request of the Contractor or Government.

13. Ad Hoc Tasks:

The State shall define deliverables as aligned in the scope of work by meeting with the Contractor on a bi-weekly basis in order to define and confirm inclusion of additional deliverable development as identified by the State. Ad hoc tasks shall be reduced to writing and approved by both parties on a task

order form and added to the work plan on a bi-weekly basis.

14. Performance Expectations:

The scopes of work and technical assistance provided by the Contractor shall contain specific deliverables, due dates and performance measures, and shall serve as the basis for quality assurance and a means for monitoring the contractor's performance throughout the duration of this contract.

The Contractor shall provide a single point of contact who will manage all aspects of the contract including the assignment of qualified personnel to perform the work outlined herein.

The Contractor's single point of contact or designee will be present at bi-weekly status meetings at a time and date agreed upon by the State and Contractor.

The Contractor shall work with other State staff and State Contractors as requested by the State.

The number of personnel and level of expertise required, as well as the scheduled hours to be worked will be determined by the State and the Contractor on a bi-weekly basis as part of the status meetings and shall be included on the task order form. The assignment of additional personnel, hours, or the substitution of personnel with a higher level of expertise shall require pre-approval by the State.

The Contractor accepts full responsibility for any personnel assigned to perform the work herein. It is understood that the State will provide minimal oversight of personnel assigned to this contract.

The State shall notify the Contractor's single point of contact to discuss remediation if it is determined by the State that personnel assigned are not performing as expected. The State has the right to request a change in personnel assigned. The State shall not request a change in personnel without reason. The Contractor is obligated to provide a change in personnel, within 2 business days of a request by the State.

Subcontractor Requirements: Per Attachment C, Section 15, if the Contractor chooses to subcontract work under this agreement, the Contractor must first fill out and submit the Request for Approval to Subcontract Form (Appendix I) in order to seek approval from the State prior to signing an agreement with a third party. Upon receipt of the Request for Approval to Subcontract Form, the State shall review and respond within five (5) business days. Under no circumstance shall the Contractor enter into a sub-agreement without prior authorization from the State. The Contractor shall submit the Request for Approval to Subcontract Form to:

Jessica Mendizabal
Department of Vermont Health Access (DVHA)
312 Hurricane Lane
Williston, VT 05495-2087
jessica.mendizabal@state.vt.us
(o) (802) 878-0758

Should the status of any third party or Subcontractor change, the Contractor is responsible for updating the State within fourteen (14) days of said change.

6. Attachment B: By striking out on page 6 the following:

5. Invoices should reference this contract number and be submitted to:

Business Office, Contracting Unit
Department of Vermont Health Access, Suite 201
Williston, VT 05495

And inserting in lieu thereof:

5. All Invoices should reference this contract number and shall be accompanied by a monthly progress report and shall be submitted electronically to both the following State Staff for approval:

Georgia Maheras, VHCIP Project Director, georgia.maheras@state.vt.us
Jessica Mendizabal, Contracts and Grants Administrator, jessica.mendizabal@state.vt.us

The State shall have 10 business days to provide approval or dispute any portion of the submission.

The State shall pay all invoices within 30 days of receipt.

7. Attachment B: By striking out on page 6 the following:

6. The total maximum amount payable under this contract shall not exceed \$190,000.00 inclusive of all expenses.

And substituting in lieu thereof:

6. The total maximum amount payable under this contract shall not exceed \$1,230,272.00 inclusive of all expenses.

8. Attachment C: By replacing in its entirety with the following approved version dated 6/9/2014:

**ATTACHMENT C
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS**

- 1. Entire Agreement.** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 2. Applicable Law.** This Agreement will be governed by the laws of the State of Vermont.
- 3. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
- 4. Appropriations:** If appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those

funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement from State revenues.

5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of **\$1,000,000** per occurrence, and **\$300,000**.

- 8. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
- 9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a single audit is required for the prior fiscal year. If a single audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- 10. Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.
- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

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

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or

partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

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

19. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

State of Vermont – Attachment C
Revised AHS – 6-9-2014

(End of Standard Provisions)

This amendment consists of 12 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#26095) dated shall remain unchanged and in full force and effect.

By the STATE OF VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

MARK LARSON, COMMISSIONER
312 Hurricane Lane, Suite 201
Williston, VT 05495-2087
Phone: 802-879-5901
Email: mark.larson@state.vt.us

MICHAEL BAILIT, PRESIDENT
56 Pickering Street
Needham, MA. 02492
Phone: 781-453-1166
Email: mbailit@bailit-health.com