

STATE OF VERMONT GRANT AGREEMENT				Part 1-Grant Award Detail			
SECTION I - GENERAL GRANT INFORMATION							
<sup>1</sup> Grant #: 03410-1280-15				<sup>2</sup> Original <input type="checkbox"/>		Amendment # <input type="checkbox"/> 1	
<sup>3</sup> Grant Title: WRFP - SIM Clinical Care System							
<sup>4</sup> Amount Previously Awarded: \$363,070.00		<sup>5</sup> Amount Awarded This Action: \$0.00		<sup>6</sup> Total Award Amount: \$363,070.00			
<sup>7</sup> Award Start Date: 07/30/2014		<sup>8</sup> Award End Date: 11/30/2016		<sup>9</sup> Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
<sup>10</sup> Vendor #: 332253		<sup>11</sup> Grantee Name: White River Family Practice					
<sup>12</sup> Grantee Address: 331 Olcott Drive, Suite U3							
<sup>13</sup> City: White River Junction			<sup>14</sup> State: VT		<sup>15</sup> Zip Code: 05001		
<sup>16</sup> State Granting Agency: Department of Vermont Health Access					<sup>17</sup> Business Unit: 03410		
<sup>18</sup> Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		<sup>19</sup> Match/In-Kind: Description:					
<sup>20</sup> If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input checked="" type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>							
SECTION II - SUBRECIPIENT AWARD INFORMATION							
<sup>21</sup> Grantee DUNS #: 787818962			<sup>22</sup> Indirect Rate: 10.00 % <small>(Approved rate or de minimis 10%)</small>		<sup>23</sup> FFATA: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
<sup>24</sup> Grantee Fiscal Year End Month (MM format): 12			<sup>25</sup> R&D: <input type="checkbox"/>				
<sup>26</sup> DUNS Registered Name (if different than VISION Vendor Name in Box 11):							
SECTION III - FUNDING ALLOCATION							
STATE FUNDS							
Fund Type	<sup>27</sup> Awarded Previously	<sup>28</sup> Award This Action	<sup>29</sup> Cumulative Award	<sup>30</sup> Special & Other Fund Descriptions			
General Fund			\$0.00				
Special Fund			\$0.00				
Global Commitment (non-subrecipient funds)			\$0.00				
Other State Funds			\$0.00				
FEDERAL FUNDS <small>(includes subrecipient Global Commitment funds)</small>						Required Federal Award Information	
<sup>31</sup> CFDA#	<sup>32</sup> Program Title	<sup>33</sup> Awarded Previously	<sup>34</sup> Award This Action	<sup>35</sup> Cumulative Award	<sup>36</sup> FAIN	<sup>37</sup> Fed Award Date	<sup>38</sup> Total Federal Award
93.624	State Innovation Models: Funding for Model Design	\$363,070.00		\$363,070.00	1G1CMS331181	04/01/2013	\$45,009,074.92
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$363,070.00	\$0.00	\$363,070.00			
SECTION IV - CONTACT INFORMATION							
<sup>41</sup> STATE GRANTING AGENCY				<sup>42</sup> GRANTEE			
NAME: Leah Korce				NAME: Jill Blumberg			
TITLE: Grants Management Specialist				TITLE: MD			
PHONE: (802) 241-0243				PHONE: (802) 295-6132			
EMAIL: Leah.Korce@vermont.gov				EMAIL: jill@flume.net			

### AMENDMENT

It is agreed between the State of Vermont, Department of Vermont Health Access (hereinafter called "State") and Vermont Program for Quality Health Care (hereinafter called "Subrecipient") with principal place of business at Montpelier, VT that the contract dated July 30, 2014 is to be amended January 1, 2016 as follows:

1. **By inserting *State of Vermont Grant Agreement, Page 1 – Grant Award Detail* into the Base agreement as page 1. See first page of this amendment.**
  
2. **By striking out on page 1, items #3-11, of the Base agreement and substituting in lieu thereof the following revised items #3-12:**
  
3. **Award Details:** Amounts, dates and other award details are as shown in the attached *Grant Agreement Part 1-Grant Award Detail*. A detailed scope of work covered by this award is described in Attachment A.  
  
Work performed between **January 1, 2016** and the signing or execution of this amendment that is in conformity with Attachment A may be billed under this agreement.
  
4. **Maximum Amount:** In consideration of the services to be performed by Subrecipient, the State agrees to pay Subrecipient, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$ 363,070.
  
5. **Agreement Term.** The period of Subrecipient's performance shall begin on **July 30, 2014** and end on **November 30, 2016**.
  
6. **Source of Funds:** Federal           \$363,070           State   \$           Other   \$
  
7. **Federal Funds Information:**  
CFDA Title: State Innovation Models (SIM)  
CFDA Number: 93.624  
Award Name: State Innovation Models: Funding for Model Design  
Award Number: 1G1CMS331181  
Award Year: FFY14  
Federal Granting Agency: Centers for Medicare & Medicaid Services  
Research and Development Grant?   Yes    No
  
8. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
  
9. **Cancellation:** This grant agreement may be suspended or cancelled by either party by giving the other party written notice at least 30 days in advance. Notwithstanding this provision, if a governmental agency with due authority determines that a program or facility operated by the Subrecipient, wherein services authorized under this grant are provided, is not in compliance with State and Federal law the State may terminate this grant immediately and notify the Subrecipient accordingly. Also, in the event that federal funds supporting this grant become unavailable or are reduced, the State may cancel this grant with no obligation to pay the Subrecipient from State revenues.
  
10. **Contact Persons for this Award are as Follows:**

	<b>State Fiscal Manager</b>	<b>State Program Manager</b>	<b>Subrecipient</b>
Name:	Leah Korce	Georgia Maheras	Jill Blumberg, MD
Phone#:	802-241-0243	802-505-5137	802-295-6132
E-mail:	<a href="mailto:leah.korce@vermont.gov">leah.korce@vermont.gov</a>	<a href="mailto:georgia.maheras@vermont.gov">georgia.maheras@vermont.gov</a>	<a href="mailto:jill@flume.net">jill@flume.net</a>

**NOTICES TO THE PARTIES UNDER THIS AGREEMENT**

To the extent notices are made under this agreement, the parties agree that such notices shall only be effective if sent to the following persons as representative of the parties:

	<b>STATE REPRESENTATIVE</b>	<b>SUBRECIPIENT</b>
Name	Office of General Counsel	Jill Blumberg, MD
Address	NOB 1 South, 280 State Drive Waterbury, VT 05671	331 Olcott Drive, Suite U3 White River Junction, VT 05001
Email	<a href="mailto:AHS.DVHALegal@vermont.gov">AHS.DVHALegal@vermont.gov</a>	<a href="mailto:jill@flume.net">jill@flume.net</a>

The parties agree that notices may be sent by electronic mail except for the following notices which must be sent by United States Postal Service certified mail: termination of contract, contract actions, damage claims, breach notifications, alteration of this paragraph.

**DVHA MONITORING OF AGREEMENT**

The parties agree that the DVHA official State Program Manager is solely responsible for the review of invoices presented by the Subrecipient.

- 11. Fiscal Year:** Subrecipient’s fiscal year starts on January 1 and ends on December 31.
- 12. Attachments:** This agreement consists of 24 pages including the following attachments which are incorporated herein:
  - Attachment A – Scope of Work to be Performed
  - Attachment B – Payment Provisions
  - Attachment C – Standard State Provisions: For Grants and Contracts
  - Attachment E – Business Associate Agreement
  - Attachment F – Standard State Provisions: AHS Customary Contract Provisions
  - Appendix I – Required Forms

Order of precedence of these documents shall be as follows:

- 1. This Document
- 2. Attachment C – Standard State Provisions: For Grants and Contracts
- 3. Attachment A – Scope of Work to be Performed
- 4. Attachment B – Payment Provisions
- 5. Attachment E – Business Associate Agreement
- 6. Attachment F – Standard State Provisions: AHS Customary Contract Provisions
- 7. Appendix I – Required Forms

**3. Attachment A: By replacing in its entirety with the following revised version:**

## **ATTACHMENT A SCOPE OF WORK TO BE PERFORMED**

This grant agreement relates to health care innovation services provided by the Subrecipient.

In 2013, the State was awarded a State Innovation Model (SIM) federal grant to support the work outlined below as part of the Vermont Health Care Innovation Project (VHCIP). This Grant is a sub-award as a part of the VHCIP Grant Program, which solicited proposals in early 2014. Subrecipient acknowledges that the terms of this grant prohibit funds awarded SIM Cooperative Agreements to be used to provide individuals with services that are already funded through Medicare, Medicaid, and/or CHIP. Subrecipient will ensure that no activity described below and invoiced under this agreement is within the scope of services funded through these programs.

The Subrecipient will further develop their clinical care system to achieve the following aims: measure and reduce emergency room utilization and hospital readmission among patients; track patient confidence and utilize this metric to stratify patients with chronic disease to achieve improved disease outcomes and reduced utilization; deploy team based care protocols targeting patients with chronic disease.

White River Family Practice (WRFP) has identified a registry of patients within the practice comprised of patients who demonstrate one or more of the following characteristics: (a) frequent ER usage; (b) frequent hospital admissions or readmissions; (c) a diagnosis of asthma with treatment for this condition either in the ER or through hospital admission within the past 24 months; and (d) a diagnosis of poorly controlled diabetes with coexisting depression. These patients' self-reported confidence in managing their own health issues (Health Confidence, HC) is assessed at every visit. Employing increased and dedicated Care Coordination services, intensive pre-visit planning and post-visit communications, in-house mental health services and staff's newly acquired (and ongoing) motivational interviewing training, WRFP is focusing on improving patients' HC and health understanding. Through the electronic record and in collaboration with Dartmouth Hitchcock Medical Center, they continue to track health confidence and utilization over the study period. These have shown an improvement in health confidence for the registry patients and a decrease in hospital and ER utilization.

As the practice as observed some very positive improvements in health confidence and utilization, they would like to take this opportunity to better understand their patients' experiences of the project. They are hoping that continued work with patients will whittle down the very extensive care coordination services offered to those of highest value and be able to offer these services on an ongoing basis. The project's revised scope includes the following:

1. Patient Focus groups and patient interviews to determine which of the patient interventions were most meaningful to patients, what interventions would be helpful to them in the future and what does "health confidence" mean to patients. The focus groups will be coordinated through White River Family Practice but will be conducted by an outside group. The patient interviews will be conducted by an in-house nurse as part of ongoing evaluation of our program and future efforts. Analysis will be done by White River Family Practice and consultant, Dr. Nunlist. These will start as soon as formal approval of the contract is received.
2. Reinstitution of Care coordinating Services and Mental Health services over the summer. Using data from patient focus groups and interviews, WRFP will reinstitute care coordinating work by an in-house nurse. The care coordination time will be less than allocated under the original agreement. It will encompass approximately 8 hours during normal business hours and up to 8 additional hours of nurse outreach evenings and weekends. WRFP will re-institute mental health services dedicated to panel patients. This will resume again as soon as the counselor becomes available, expected in June.
3. Continued data collection of Health Confidence measures in the office and Utilization Measures from Dartmouth Hitchcock Medical Center. Continued use of chronic care management resources embedded in the medical record with a goal of increased training and use within the office to ensure ongoing identification of

patients at higher risk based on health confidence and other measurable items.

4. Use of eClinicalworks Kiosk function to increase the ways in which patients are able to update their own records and provide more patient reported measures.
5. Additional funding to ensure that project information is fully analyzed and presented in ways that will be helpful to other primary care practices in Vermont and elsewhere.

**I. Scope of Work and Deliverables:**

The Subrecipient Shall:

1. Reduce non-emergent utilization and hospital readmission among Subrecipient's patients.
  - a. Identify the cohort of Subrecipient's patients whose non-emergent use of the emergency room (ER) could be prevented with improved outpatient care.
  - b. Identify the patient cohort whose hospital readmission might be prevented with improved transitional care management.
  - c. Employ the Subrecipient's Care Coordinator in direct outreach to these patients to improve their care coordination and reduce associated hospital costs.
  - d. Collaborate with Dartmouth Hitchcock Medical Center (DHMC) to assist in patient identification, care coordination, and transitional care management.
2. Use patient self-reported measures of experience of care and health-confidence in practice and design.
  - a. Broaden existing use of patient self-assessment of health confidence tool by employing patient-reported measures of self-confidence to stratify patient populations.
  - b. Employ structured collection of patient self-reported self confidence among target populations of patients.
3. Obtain and implement additional data analytics software to focus on care management and coordination of high risk patients.
  - a. Subrecipient will use Care Coordination Medical Record (CCMR) software available from eClinicalWorks to assist in managing risk, improve quality, reduce cost of care, and improve the patient experience.
4. Develop Team-based care initiatives for chronic disease management.
  - a. Use diabetes as a model of chronic disease and develop team-based patient care initiatives concentrating on patients with low self-confidence, suboptimal clinical metrics, and high risk for deterioration or hospital use.
5. Submit a formal evaluation plan to the state for review and approval. The plan will include the following:
  - a. Evaluation of patient confidence for all hospital readmissions, repeated ER utilization and all Diabetes Mellitus (DM) patients.
  - b. Reduce or maintain ER utilization below benchmark
  - c. Evaluate cost savings achieved from reduction in ER utilization.
  - d. Monitoring of and reduction in unnecessary ER visits.
  - e. Number of patients readmitted within 30 days (or "days since a readmission" analogous to "number of days since an industrial accident" in Statistical Process Control (SPC).
  - f. Improvement in use of self-management tools in chronic disease (i.e. the use of Asthma Action Plans).
  - g. Evaluation of patient reported experience of care utilizing patient reported measures of self-confidence as well as the eClinicalWorks CCMR software.
6. Prepare and submit to the State quarterly programmatic status reports no later than the 10<sup>th</sup> of the month following the 3-month period being reported. The reports shall include a narrative summary outlining specific progress on projects as directed by the reporting templates provided. The reporting schedule is as follows:
  - a. 2014: October 10
  - b. 2015: January 10, April 10, July 10, October 10

- c. 2016: January 10, April 10, July 10
- d. Final Report Due: November 30, 2016
- 7. Prepare and present programmatic reports to the VHCIP work groups, Steering Committee or Core Team as requested. The final report should include an analytic analysis containing the results of client interviews, surveys, and data analysis relating to the evaluation of the work performed. This final report should also include lessons learned and ways in which those lessons could be used for future reforms.
- 8. Adhere to the work plan and timeline presented below. Modifications and progress updates to the work plan shall be submitted on a monthly basis with program invoice.

**II. Work Plan:**

*(This space left intentionally blank)*

<b>WRFP SIM Grant Initiatives</b>					
<b>WBS</b>	<b>Task</b>	<b>Start</b>	<b>End</b>	<b>Work Days</b>	<b>% Done</b>
<b>1</b>	<b>HEALTH CONFIDENCE MEASUREMENT (HCM)</b>	Mon 5/12/14	Fri 1/01/16	10	88%
1.1	Trial of Self-Confidence Assessment Cards (Dr. Uiterwyk)	Mon 6/16/14	Thu 7/10/14	1	100%
1.2	Revise Health Confidence Measurement (HCM) Cards	Mon 7/28/14	Mon 8/25/14	1	100%
1.3	Discuss Use of HCM Cards with all Practitioners and Clinical Staff	Mon 8/11/14	Fri 8/29/14	1	100%
1.4	Trial of HCM Cards by all WRFP providers (in selected patients)	Mon 8/18/14	Tue 10/07/14	1	100%
1.5	Meet with John Wasson, MD, to discuss trial & use of Health Confidence in SIM Grant.	Mon 9/15/14	Sun 3/15/15	1	100%
1.6	Obtain HCM from DHMC (& APD) WRFP Patients.	Thu 1/01/15	Mon 6/01/15	1	75%
1.7	Decide where HCM responses are recorded (in eCW as structured data, separate XL file, HYH Registry, other?)	Mon 6/30/14	Fri 8/15/14	1	100%
1.8	Expand use of HCM and Motivational Interviewing (MI) approach to patient care as appropriate (other Chronic Diseases, etc.)	Wed 10/01/14	Fri 1/01/16	1	100%
1.9	Implement new HYH in Hospital Admissions, Frequent ED-Use (FEDU) Patients, CDM patients, (and Annual Wellness Visits).	Thu 8/21/14	Thu 1/01/15	1	20%
<b>2</b>	<b>HOSPITAL READMISSIONS &amp; TCM</b>	Mon 5/12/14	Wed 7/01/15	1	92%
2.1	Obtain historic DHMC WRFP Pts' readmission data for baseline.	Mon 5/12/14	Fri 6/13/14	1	100%

2.2	Collaborate with DHMC Data staff to obtain best monthly reports of hospital admissions & ED visits	Fri 6/13/14	Fri 8/01/14	1	100%
2.3	Obtain historic APD WRFPPts' readmission data for baseline. (APD - cannot supply as of 1/1/15. (The 20% represents initiating the discussions with APD representatives; APD unable to go further.)	Tue 7/08/14	Sat 11/01/14	1	20%
2.4	Collaborate with APD to obtain best monthly reports of hospital admissions. (See 2.3 above.)	Mon 8/11/14	Sat 11/01/14	1	0%
2.5	Develop SPC charting for hospital readmissions.	Mon 6/02/14	Fri 8/01/14	1	100%
2.6	Implement Health Confidence Assessment with all Hospital Readmits	Thu 8/21/14	Wed 12/31/14	1	100%
2.7	Sort Patients with frequent Hospital Readmissions by PCP	Fri 7/25/14	Fri 8/01/14	1	100%
2.8	All WRFPP Practitioners review the PCP-specific list of HR patients. (Note: Some HR patients may be beyond current ability to manage without readmission - e.g., trauma, specialty care, etc.)	Tue 8/19/14	Tue 9/02/14	1	100%
2.9	Merge Frequent Readmit Cohort with Confidence Assessments to identify Hospital Readmissions (HR) pts with Low HCM. (See 2.11)	Tue 9/02/14	Mon 9/15/14	9	100%
2.10	Practitioners meet to review these patients and identify HR/LowHCM cohort for focused TCM & Team Management. (Panel revised 1/15; HC measures actively collected.)	Tue 8/19/14	Tue 9/02/14	7	100%
2.11	Develop processes of focused TCM care for hospital readmits with practitioners and staff (mapping process for post-hospitalization office visits, pre-visit planning, intensive TCM, medication reconciliation, etc., & identification of Clinical Staff involved in team-care.)	Mon 8/04/14	Wed 7/01/15	1	100%
3	<b>EMERGENCY DEPARTMENT (ED) VISITS &amp; TCM (Frequent, recurring, or non-emergent)</b>	Mon 5/12/14	Wed 7/01/15	1	100%



3.1	Request algorithm for determination of "non-emergent use" from payers (Done, with minimal response; will use low HC as proxy measure of likely non-emergent ED use.	Mon 7/14/14	Fri 7/18/14	1	100%
3.2	Determine whether to include non-emergent use pts in addition to frequent ED users (FEDU) in ED Cohort for focused team care. (See 3.1)	Mon 7/28/14	Fri 8/15/14	1	100%
3.3	Complete baseline analysis of ED utilization.	Mon 7/07/14	Mon 9/15/14	1	100%
3.4	Sort Hospital data base to identify patients with frequent returns to the ED (FEDU's) & decide initial cut-off defining "frequent."	Fri 7/25/14	Fri 8/01/14	1	100%
3.5	Develop SPC charting for patients with frequent ED use (FEDU)	Thu 8/21/14	Sat 11/15/14	1	100%
3.6	Obtain Health Confidence Assessments from FEDU Cohort. (See 3.9)	Mon 8/04/14	Sun 3/01/15	1	100%
3.7	Merge FEDU Cohort with Confidence Assessments to identify FEDU/Low HCM patients.	Mon 10/06/14	Sun 3/01/15	1	100%
3.8	Sort FEDU/LowHCM Patients by PCP. (See 3.9)	Mon 9/15/14	Wed 7/01/15	1	100%
3.9	Practitioners meet to review these patients and identify FEDU/LowHCM cohort for focused TCM & Team Management. (Panel revised 1/15; HC actively collected.)	Mon 10/13/14	Wed 7/01/15	1	100%
3.10	Develop processes of focused TCM care for FEDU patients with practitioners and staff (mapping process for post-hospitalization office visits, pre-visit planning, intensive TCM, medication reconciliation, etc., & identification of Clinical Staff involved in team-care.)	Mon 8/04/14	Wed 7/01/15	1	100%
4	<b>CHRONIC DISEASE MANAGEMENT (CDM)</b>	Mon 5/12/14	Wed 7/01/15	1	100%
4.1	Decide where HCM is recorded for WRFP CDM Patients (in eCW as structured data, separate XL file, HYH Registry, other?) (as in 1.7)	Mon 6/30/14	Tue 8/19/14		100%
4.2	Obtain HCM from all patients targeted for CDM (Diabetes visits)	Tue 9/30/14	Wed 12/31/14	1	100%
4.3	Identify subset of CDM patients with Low HCM	Mon 10/13/14	Wed 12/31/14	1	100%

4.4	Sort Patients with CDM/LowHCM by PCP	Tue 9/02/14	Sun 3/01/15	1	100%
4.5	Practitioners meet to review these patients and identify HR/LowHCM cohort for focused TCM & Team Management	Mon 10/27/14	Mon 6/01/15	7	100%
4.6	Develop processes of focused Team-care for CDM/Low-HCM patients with practitioners and staff (mapping process for post-hospitalization office visits, pre-visit planning, intensive TCM, medication reconciliation, etc., & identification of Clinical Staff involved in team-care.)	Mon 8/04/14	Wed 7/01/15	1	100%
4.7	Recruit and hire an additional RN.	Mon 5/12/14	Fri 8/01/14	1	100%
4.8	Train MA's as Level 1 Certified Diabetic Educators.	Mon 12/01/14	Sat 2/28/15	1	100%
4.9	Coordinate additional Mental Health Provider capacity in screening for depression in CDM.	Thu 8/21/14	Wed 12/31/14	1	100%
4.10	Develop Motivational Interviewing skills among staff (MA's, Health Coaches, etc.). Ongoing, but formal training completed.	Sat 11/01/14	Thu 4/30/15	1	100%
4.11	Train MA's in Team-care for between-visit patient contact for MI & Care Plan follow-up	Sat 11/01/14	Thu 4/30/15	1	100%
4.12	Expand MA roles in CDM (e.g., Asthma, CVD, Smoking Cessation).	Sat 11/01/14	Thu 4/30/15	1	100%
<b>5</b>	<b>TEAM CARE of HIGH-RISK COHORTS</b>	Sat 11/01/14	Wed 11/30/16	5	62%
5.1	Identify low HC from among patient populations of hospital readmits, FEDU's and CDM's into one cohort for focused TCM and MI Team Care.	Fri 11/28/14	Sun 3/01/15	1	100%
5.2	Identify Patient Cohort from step 5.1 as "4th Relevant Visit" with color coding in eCW	Fri 11/28/14	Sun 3/01/15	1	100%
5.3	Develop processes of focused Team-care for High Risk patient cohorts with practitioners and staff (mapping process for office visits, pre-visit planning, intensive TCM, medication reconciliation, etc., & identification of Clinical Staff involved in team-care.) As in 2.12, 3.11, & 4.4 above.	Mon 8/04/14	Wed 7/01/15	1	100%

5.4	Resume Care Coordination within limits of available staff.	Tue 3/01/16	Wed 11/30/16	1	10%
5.5	Resume on-site Mental Health Coordinator when possible.	Wed 6/01/16	Wed 11/30/16	1	0%
<b>6</b>	<b>ANALYTICS</b>	Wed 1/01/14	Wed 11/30/16	12	#REF!
6.1	Evaluate available Analytics.	Wed 5/21/14	Mon 6/30/14	1	100%
6.2	Complete contract negotiation for Analytics of choice.	Mon 6/30/14	Thu 7/03/14	1	100%
6.3	Implement and train on Analytics.	Mon 7/28/14	Wed 10/01/14	1	80%
6.3.1	Include HCM in Analytics Training	Mon 6/01/15	Wed 11/30/16	1	100%
6.4	Request Split Claims Data from major insurance payers.	Mon 6/02/14	Fri 6/13/14	1	100%
6.5	Coordinate with BCBSVT to obtain data feed for Analytics.	Sun 6/01/14	Mon 9/15/14	1	100%
6.6	Follow-up with other major payers to request split claims data (again)	Mon 7/14/14	Mon 9/15/14	1	100%
6.7	[ Level 2 Task]	Wed 1/01/14	Wed 1/01/14	1	
6.8	Use Analytics in Cohort Identification for CDM, Hospital Admission Risk, and Frequent ED-Visit Risk	Wed 10/01/14	Sun 3/01/15	1	100%
6.9	Obtain & configure devices for patient-entered HYH assessments for use in Waiting Room (pending SIM administration approval)	Fri 1/01/16	Wed 11/30/16	1	50%
6.10	Broaden use of HYH throughout patient population with input to HYH Registry. (See 1.9 above.)	Wed 9/02/15	Wed 11/30/16	1	10%
6.11	Develop use of HYH registry output for cohort identification.	Wed 9/02/15	Wed 11/30/16	1	10%
<b>7</b>	<b>ACTmd in TRANSITIONAL CARE MANAGEMENT</b>	Mon 5/12/14	Sun 3/15/15	17	0%

7.1	<b>WRFP decision on use of ACTmd in population management. (Yes, conditional on use by VNA's, DHMC, etc.)</b>	Mon 5/12/14	Mon 5/12/14	1	100%
7.2	<b>Discuss Test of ACTmd with Bayada.</b>	Mon 6/16/14	Fri 7/11/14	1	100%
7.3	<b>Implement ACTmd with Bayada for Home Care Patients. (Mutual decision to discontinue implementation.)</b>	Mon 6/30/14	Sun 3/15/15	1	0%
7.4	<b>Discuss use of ACTmd on trial basis with DHMC Leadership and select DHMC Hospitalists. (To date, no willing partner for discussions.)</b>	Tue 9/02/14	Sun 3/15/15	1	0%
7.5	<b>Implement ACTmd with DHMC Hospitalist / Discharge Contact(s).</b>	Mon 10/20/14	Sun 3/15/15	1	0%
7.6	<b>Contract with ACTmd for WRFP use. (WRFP elects to discontinue ACTmd relationship secondary to 7.3 &amp; 7.4)</b>	Mon 11/17/14	Fri 12/12/14	1	100%
7.7	<b>Enroll High-Risk Patient Cohorts in ACTmd (Hospital readmits, Frequent ED users, and CDM patients with low HCM's; see 7.6)</b>	Mon 11/17/14	Fri 12/12/14	1	20%
7.8	<b>Discuss integration of HYH self-confidence assessment into ACTmd as Patient assignment. (See 7.6)</b>	Mon 11/17/14	Fri 12/12/14	10	10%
<b>8</b>	<b>EVALUATION &amp; DISSEMINATION</b>	Tue 7/01/14	Wed 11/30/16	7	46%
8.1	<b>Evaluate impact of interventions on WRFP at Monthly Management Meetings</b>	Tue 7/01/14	Fri 1/01/16	1	100%
8.2	<b>Evaluate impact of interventions on High Risk Patient Cohort at Monthly WRFP Provider Management Meetings. (Review SPC reports.)</b>	Tue 7/01/14	Fri 7/01/16	1	75%
8.3	<b>Evaluate Patient Experience-of-Care.</b>	Tue 7/01/14	Fri 7/01/16	1	50%
8.4	<b>Share Lessons Learned at eCW NUC.</b>	Sat 10/01/16	Sun 10/30/16	1	0%
8.5	<b>Share Lessons Learned at Dartmouth Primary Care COOP Meeting in 2016</b>	Sun 3/01/15	Tue 3/01/16	1	100%
8.6	<b>Conduct Focus Groups to evaluate program and interventions (conditional on VHCIP approval)</b>	Wed 6/01/16	Mon 8/01/16	1	0%
8.7	<b>Complete end-of-SIM-Grant evaluation report.</b>	Tue 11/01/16	Wed 11/30/16	1	0%

### III. SubGrantee/SubRecipient Requirements:

#### A. SubGrantee Requirements

Per Attachment C, Section 19, if the Subrecipient chooses to subcontract work under this agreement, the Subrecipient must first fill out and submit the Subcontractor Compliance Form (Appendix I – Required Forms) in order to seek approval from the State prior to signing an agreement with a third party. Upon receipt of the Subcontractor Compliance Form, the State shall review and respond within five (5) business days. A fillable PDF version of this Subcontractor Compliance Form is available upon request from the DVHA Business Office. Under no circumstance shall the Subrecipient enter into a sub-agreement without prior authorization from the State. The Subrecipient shall submit the Subcontractor Compliance Form to:

Leah Korce, Grants Management Specialist  
Business Office, Contracting Unit  
Department of Vermont Health Access  
[Leah.Korce@vermont.gov](mailto:Leah.Korce@vermont.gov)

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

#### B. Subrecipient Requirements

As a subrecipient of federal funds, the recipient is required to adhere to the following federal regulations:

- A-110: “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations” (OMB Circular A-110);
- A-122: “Cost Principles for Non-Profit Organizations” (OMB Circular A-122); and
- A-133: “Audits of States, Local Governments and Non-Profit Organizations” (OMB Circular A-133)

These circulars may be found on the Office of Management and Budget website at: <http://www.whitehouse.gov/omb/circulars/index.html>.

For Agreements that extend beyond 2014:

2 CFR Chapter I, Chapter II, Part 200, et al.: “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule” <http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>.

#### Health and Human Services (HHS) Grant Policy Statement (GPS) - Subawards (pg. II-78):

The recipient is accountable to the Operating Division (OPDIV) for the performance of the project, the appropriate expenditure of grant funds by all parties, and all other obligations of the recipient, as specified in the HHS GPS. In general, the requirements that apply to the recipient, including the intellectual property and program income requirements of the award, also apply to subrecipients. The recipient is responsible for including the applicable requirements of the HHS GPS in its subaward agreements.

The recipient must enter into a formal written agreement with each subrecipient that addresses the arrangements for meeting the programmatic, administrative, financial, and reporting requirements of the grant, including those necessary to ensure compliance with all applicable Federal regulations and policies. At a minimum, the subaward agreement must include the following:

- Identification of the Principal Investigator/Principal Director and individuals responsible for the programmatic activity at the subrecipient organization along with their roles and responsibilities.
- Procedures for directing and monitoring the programmatic effort.
- Procedures to be followed in providing funding to the subrecipient, including dollar ceiling, method and schedule of payment, type of supporting documentation required, and procedures for review and approval of

expenditures of grant funds.

- If different from those of the recipient, a determination of policies to be followed in such areas as travel reimbursement and salaries and fringe benefits (the policies of the subrecipient may be used as long as they meet HHS requirements).
- Incorporation of applicable public policy requirements and provisions indicating the intent of the subrecipient to comply, including submission of applicable assurances and certifications.

For research subawards, inclusion of the following:

- Statement specifying whether the financial conflict of interest requirements of the collaborating organization or those of the recipient apply.
- Provision addressing ownership and disposition of data produced under the agreement.
- Provision making the sharing of data and research tools and the inventions and patent policy applicable to the subrecipient and its employees in order to ensure that the rights of the parties to the agreement are protected and that the recipient can fulfill its responsibilities to the OPDIV. This provision must include a requirement to report inventions to the recipient and specify that the recipient has the right to request and receive data from the subrecipient on demand.
- Provisions regarding property (other than intellectual property), program income, publications, reporting, record retention, and audit necessary for the recipient to fulfill its obligations to the OPDIV.

Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting Requirement:

New awards issued under this funding opportunity announcement are subject to the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282), as amended by section 6202 of Public Law 110–252 and implemented by 2 CFR Part 170.

Grant and cooperative agreement recipients must report information for each first-tier sub-award of \$25,000 or more in Federal funds and executive total compensation for the recipient's and subrecipient's five most highly compensated executives as outlined in Appendix A to 2 CFR Part 170 (available online at [www.fsr.gov](http://www.fsr.gov)).

### **C. Compliance and Reporting Requirements**

As a responsible steward of federal funding, the State monitors its Subrecipients utilizing the following monitoring tools:

- a. Ensure that Subrecipient is not disbarred/suspended or excluded for any reason
- b. Sub-award agreement
- c. Subrecipient meeting and regular contact with Subrecipients
- d. Required pre-approval for changes to budget or scope of grant
- e. Quarterly financial reports
- f. Bi-annual programmatic reports
- g. Audit
- h. Desk Reviews
- i. Site audits

In its use of these monitoring tools, the State emphasizes clear communication to ensure a feedback loop that supports Subrecipients in maintaining compliance with federal requirements. The State may at any time elect to conduct additional Subrecipient monitoring. Subrecipients therefore should maintain grant records accurately in the event that the State exercises this right. The State may also waive its right to perform certain Subrecipient monitoring activities. If, at any time, the State waives its right to certain Subrecipient monitoring activities, it will note which activities were not completed and the reasons why that activity was not necessary. Each of the monitoring tools and policies regarding their use are described in detail beginning on page 5 of the Vermont Health Care Innovation Project Grant Program Application. The parties agree that the Application will be incorporated by reference into this contract at the point this agreement is signed.

**4. Attachment B: By replacing in its entirety with the following revised version:**

**ATTACHMENT B  
 PAYMENT PROVISIONS**

The maximum dollar amount payable under this Agreement is not intended as any form of a guaranteed amount. The Subrecipient will be paid for products, services, and allowable costs actually performed, expended, and properly allocated as specified in Attachment A, up to the maximum allowable amount specified in this Agreement. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this Attachment. The State of Vermont’s payments terms are Net 00 days from date of invoice approval. Work performed between January 1, 2016 and the signing or execution of this amendment that is in conformity with Attachment A may be billed under this agreement. The maximum payable amount under this Subrecipient Grant shall not exceed \$363,070. The State shall pay the Subrecipient for work performed as described in Attachment A in conjunction with the Subrecipient’s budget table set forth below.

- 1. Budget Table.** The State shall pay the Subrecipient per the budget table below. Variances of the subtotal budget items shall not exceed 10% without prior written approval from the State. Written requests for such approvals must first be submitted by the Subrecipient prior to the expenditure of funds in excess of the above budgeted line items.

					<b>Totals</b>
Toni Apgar, RN (RN Coordinator)					\$84,287.00
Lexi Burroughs (Mental Health)					\$5,739.00
Jill Blumberg (MD Oversight)					\$37,361.00
Lisa Paquette (RN Coordinator)					\$14,721.00
<b>Total Salary</b>					<b>\$142,108.00</b>
Fringe					\$17,168.00
Conference Travel					\$3,000.00
Supplies					\$500.00
Equipment					\$29,318.00
Mark Nunlist, MD (Consultant)					\$122,700.00
Training/Curriculum Development					\$7,770.00
Indirect					\$33,006.00
Focus Group meeting and analysis/ Telephone interviewing coaching					\$2,000.00
Gift cards for phone interviews/focus groups (\$25 x 60)					\$1,500.00
Kiosk application and training in eCW (for input of Patient-Reported Measures)					\$4,000.00
<b>Totals</b>					<b>\$363,070.00</b>

4. No benefits or insurance will be reimbursed by the State.
5. **Advance Payments:** The Subrecipient may submit to the State an invoice for all necessary equipment and start-up as well as 30 days of all other projected costs to perform the scope of this grant. The Subrecipient shall maintain copies of all receipts on file for review upon request by the State as supporting documentation for the advance payment. Thereafter, the Subrecipient shall invoice the State monthly for actual expenses incurred or services performed, up to the maximum amount of \$363,070 per the budget table above, less any unexpended funds from the prior billing. Please see Invoices section below.
6. **Invoices.** All requests for reimbursements shall be made using the Invoice –Contract/Grant Agreements form attached, see Appendix I – Required Forms, or a similar format agreed upon by the State and Subrecipient. All payments are subject to payment terms of Net 00 days. The Subrecipient shall submit invoices to the State monthly. The Subrecipient shall only submit invoices for deliverables, including the final report, that have been approved by the State Program Manager. The Subrecipient shall submit each invoice along with the paid subcontractor invoice as supporting documentation for all reimbursed payments.

Payments and/or reimbursement for travel, lodging, training/registration and other approved expenses shall only be issued after all supporting documentation and receipts are received and accepted by the State. Invoices with such expenses shall be accompanied by a Travel and Expense Form, see Appendix I: Required Forms.

Invoices should reference this agreement number, contain a unique invoice number, and current date of submission. Invoices should be submitted electronically with all other reports to:

Leah Korce, Grants Management Specialist  
Business Office, Contracting Unit  
Department of Vermont Health Access  
[Leah.Korce@vermont.gov](mailto:Leah.Korce@vermont.gov)

5. **Attachment C: By replacing in its entirety with the following revised version dated 7/1/2016:**

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

1. **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. “Agreement” shall mean the specific contract or grant to which this form is attached.
2. **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.
3. **Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party



agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

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

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. 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 State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

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 in connection with the performance of this Agreement.

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 or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are 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 coverages 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. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in

Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage:* With respect to all operations performed under this 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 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

*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 \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

## 12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

- A. 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.

- B. Internal Controls:** In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. “Records” means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law 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.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.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.

**15. 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.

**16. 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.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only 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.

**19. 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 shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification

Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything 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.

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**22. 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>

**23. 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.

**24. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**25. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**26. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**27. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**28. Termination:** In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

**C. No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**29. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**30. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**31. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**32. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

(End of Standard Provisions REVISED JULY 1, 2016)

**6. Attachment E: By replacing in its entirety with the following revised version dated 5/5/15:**

**ATTACHMENT E  
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("Agreement") is entered into by and between the State of Vermont Agency of Human Services operating by and through its Department of Vermont Health Access ("Covered Entity") and White River Family Practice ("Business Associate") as of July 30, 2014 ("Effective Date"). This Agreement supplements and is made a part of the contract/grant to which it is attached.

Covered Entity and Business Associate enter into this Agreement to comply with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 ("Privacy Rule"), and the Security Standards, at 45 CFR Parts 160 and 164 ("Security Rule"), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

**1. Definitions.** All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations.

"Agent" means those person(s) who are agents(s) of the Business Associate, in accordance with the Federal common law

of agency, as referenced in 45 CFR § 160.402(c).

“Breach” means the acquisition, access, use or disclosure of protected health information (PHI) which compromises the security or privacy of the PHI, except as excluded in the definition of Breach in 45 CFR § 164.402.

“Business Associate shall have the meaning given in 45 CFR § 160.103.

“Individual” includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

“Protected Health Information” or PHI shall have the meaning given in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Agency.

“Security Incident” means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

“Services” includes all work performed by the Business Associate for or on behalf of Covered Entity that requires the use and/or disclosure of protected health information to perform a business associate function described in 45 CFR § 160.103 under the definition of Business Associate.

“Subcontractor” means a person or organization to whom a Business Associate delegates a function, activity or service, other than in the capacity of a member of the workforce of the Business Associate. For purposes of this Agreement, the term Subcontractor includes Subgrantees.

**2. Identification and Disclosure of Privacy and Security Offices.** Business Associate and Subcontractors shall provide, within ten (10) days of the execution of this agreement, written notice to the Covered Entity’s contract/grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer. This information must be updated any time either of these contacts changes.

**3. Permitted and Required Uses/Disclosures of PHI.**

3.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying grant or contract with Covered Entity. The uses and disclosures of Business Associate are limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the underlying agreement. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

3.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents and Subcontractors in accordance with Sections 9 and 17 or, (b) as otherwise permitted by Section 3.

3.3 Business Associate shall be directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Covered Entity, and for impermissible uses and disclosures, by Business Associate’s Subcontractor(s), of the PHI that Business Associate handles on behalf of Covered Entity and that it passes on to Subcontractors.

**4. Business Activities.** Business Associate may use PHI received in its capacity as a Business Associate to Covered Entity if necessary for Business Associate's proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as Business Associate to Covered Entity for Business Associate's proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the Agreement requires the person or entity to notify Business Associate, within two (2) business days (who in turn will notify Covered Entity within two (2) business days after receiving notice of a Breach as specified in Section 6.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.

**5. Safeguards.** Business Associate, its Agent(s) and Subcontractor(s) shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate or its Subcontractor(s) shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate or its Agent(s) and Subcontractor(s) shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

**6. Documenting and Reporting Breaches.**

6.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI, including Breaches reported to it by a Subcontractor, as soon as it (or any of its employees or agents) becomes aware of any such Breach, and in no case later than two (2) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.

6.2 Business Associate shall provide Covered Entity with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR § 164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Business Associate shall continue to provide to Covered Entity information concerning the Breach as it becomes available to it. Business Associate shall require its Subcontractor(s) to agree to these same terms and conditions.

6.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce is not a Breach, as that term is defined in 45 CFR § 164.402, and therefore does not necessitate notice to the impacted individual(s), it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity. It shall also provide Covered Entity with 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the PHI had been compromised. When a breach is the responsibility of a member of its Subcontractor's workforce, Business Associate shall either 1) conduct its own risk assessment and draft a summary of the event and assessment or 2) require its Subcontractor to conduct the assessment and draft a summary of the event. In either case, Business Associate shall make these assessments and reports available to Covered Entity.

**6.4** Business Associate shall require, by contract, a Subcontractor to report to Business Associate and Covered Entity any Breach of which the Subcontractor becomes aware, no later than two (2) business days after becomes aware of the Breach.



**7. Mitigation and Corrective Action.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity. Business Associate shall require a Subcontractor to agree to these same terms and conditions.

**8. Providing Notice of Breaches.**

8.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.

8.2 If Covered Entity or Business Associate determines that an impermissible acquisition, access, use or disclosure of PHI by a Subcontractor of Business Associate constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity or Business Associate, Subcontractor shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When Covered Entity requests that Business Associate or its Subcontractor provide notice, Business Associate shall either 1) consult with Covered Entity about the specifics of the notice as set forth in section 8.1, above, or 2) require, by contract, its Subcontractor to consult with Covered Entity about the specifics of the notice as set forth in section 8.1

8.3 The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.

8.4 The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate is doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

8.5 Business Associate shall notify individuals of Breaches as specified in 45 CFR § 164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of Vermont, Business Associate shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

**9. Agreements with Subcontractors.** Business Associate shall enter into a Business Associate Agreement with any Subcontractor to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity in which the Subcontractor agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. Business Associate must enter into this Business Associate Agreement before any use by or disclosure of PHI to such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the Business Associate Agreement it enters into with a subcontractor to Covered Entity upon request. Business associate may not make any disclosure of PHI to any Subcontractor without prior written consent of Covered Entity.

**10. Access to PHI.** Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or as

directed by Covered Entity to an Individual to meet the requirements under 45 CFR § 164.524. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.

**11. Amendment of PHI.** Business Associate shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.

**12. Accounting of Disclosures.** Business Associate shall document disclosures of PHI and all information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Business Associate shall provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.

**13. Books and Records.** Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.

**14. Termination.**

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 18.8.

14.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate the contract or grant without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate the contract or grant without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under the contract or grant, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

**15. Return/Destruction of PHI.**

15.1 Business Associate in connection with the expiration or termination of the contract or grant shall return or destroy, at the discretion of the Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this contract or grant that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of the PHI. Business Associate shall certify in writing

for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.

15.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI. This shall also apply to all Agents and Subcontractors of Business Associate.

**16. Penalties and Training.** Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by Covered Entity, Business Associate shall participate in training regarding the use, confidentiality, and security of PHI.

**17. Security Rule Obligations.** The following provisions of this section apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

17.1 Business Associate shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.

17.2 Business Associate shall ensure that any Agent and Subcontractor to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such Agent or Subcontractor. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any Agent or Subcontractor without the prior written consent of Covered Entity.

17.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an Agent or Subcontractor). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than two (2) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

17.4 Business Associate shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

**18. Miscellaneous.**

18.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the contract/grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the contract/grant continue in effect.

18.2 Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is

necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.

18.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

18.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule, and the HIPAA omnibus final rule) in construing the meaning and effect of this Agreement.

18.5 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

18.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity even if some of that information relates to specific services for which Business Associate may not be a "Business Associate" of Covered Entity under the Privacy Rule.

18.7 Business Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI. Business Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.

18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

*Rev: 5/5/15*

**7. Appendix I: By replacing in its entirety with the following revised version:**

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**Appendix I – REQUIRED FORMS**  
**Invoice – Contract/Grant Agreements**

<b>Contractor/ Grantee:</b>	
<b>Address:</b>	
<b>State:</b>	
<b>Zip Code:</b>	
<b>Invoice #:</b>	
<b>Date:</b>	
<b>Agreement #:</b>	

Contractor/Grantee Billing Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

Signature: \_\_\_\_\_

Date (if applicable)	Description of Deliverables/Work Performed	Amount
<b>TOTAL:</b>		

Remittance Address:

Bill to:  
 Business Office  
 Department of Vermont Health Access

NOB 1 South, 280 State Drive  
Waterbury, VT 05671

**Appendix I – REQUIRED FORMS**  
**Department of Vermont Health Access**  
**Subcontractor Compliance Form**

Date: \_\_\_\_\_

Original Contractor/Grantee Name: \_\_\_\_\_

Contract/Grant #: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Amount Subcontracted: \_\_\_\_\_

Scope of Subcontracted Services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is any portion of the work being outsourced outside of the United States?  YES  NO  
(If yes, do not proceed)

All vendors under contract, grant, or agreement with the State of Vermont, are responsible for the performance and compliance of their subcontractors with the Standard State Terms and Conditions in Attachment C. This document certifies that the Vendor is aware of and in agreement with the State expectation and has confirmed the subcontractor is in full compliance (or has a compliance plan on file) in relation to the following:

- Subcontractor does not owe, is in good standing, or is in compliance with a plan for payment of any taxes due to the State of Vermont
- Subcontractor (if an individual) does not owe, is in good standing, or is in compliance with a plan for payment of Child Support due to the State of Vermont.
- Subcontractor is not on the State's disbarment list.

In accordance with State Standard Contract Provisions (Attachment C), the State may set off any sums which the subcontractor owes the State against any sums due the Vendor 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 in Attachment C.

\_\_\_\_\_  
Signature of Subcontractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Vendor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Received by DVHA Business Office

\_\_\_\_\_  
Date

**Required: Contractor cannot subcontract until this form has been returned to DVHA Contracts & Grants Unit.**





This amendment consists of 32 pages. Except as modified by this amendment and any previous amendments, all provisions of this grant #03410-1280-15 dated July 30, 2014 shall remain unchanged and in full force and effect.

**By the STATE OF VERMONT**

**By the SUBRECIPIENT**

Signature: \_\_\_\_\_  
Steven Costantino, Commissioner Date  
Department of Vermont Health Access (DVHA)  
NOB 1 South, 280 State Drive  
Waterbury, VT 05671  
Phone: 802-241-0147  
Email: [Steven.Costantino@vermont.gov](mailto:Steven.Costantino@vermont.gov)

Signature: \_\_\_\_\_ Date  
Jill Blumberg, MD  
White River Family Practice  
331 Olcott Drive, Suite U3  
White River Junction, VT 05001  
Phone: 802-295-6132  
Email: [jill@flume.net](mailto:jill@flume.net)