

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Nancy Abernathey (hereafter called the "Contractor") that the contract on the subject of providing Expansion and Quality Improvement Program Facilitator services, effective December 14, 2015, is hereby amended effective January 1, 2016, as follows:

1. By deleting Section 3 (Maximum Amount) on page 1 of 25 of the base agreement, and substituting in lieu thereof the following Section 3:

3. 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 \$144,250.00. See Attachment B, #1, FUNDING and PERIOD OF PERFORMANCE AUTHORIZATON REQUIREMENT.

Work performed between January 1, 2016 (retroactive date) and the signing or execution of this agreement that is in conformity with Attachment A may be billed under this agreement.

2. By deleting Section 4 (Contract Term) on page 1 of 25 of the base agreement, and substituting in lieu thereof the following Section 4:

4. Contract Term. The period of Contractor's performance shall begin on December 15, 2014 and end on December 31st, 2016.

3. By replacing Section 8 on page 1 of 25 of the base agreement, and substituting in lieu thereof the following:

The Contacts for this Award are as Follows.

	<u>State Fiscal Manager</u>	<u>State Program Manager</u>	<u>For the Contractor</u>
Name:	Natalie Elvidge	Erin Flynn	Nancy Abernathey
E-mail:	Natalie.Elvidge@vermont.gov	erin.flynn@vermont.gov	N.Abernathey@gmail.com

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:

	STATE REPRESENTATIVE	CONTRACTOR/GRANTEE
Name	Office of General Counsel	Nancy Abernathey
Address	312 Hurricane Lane, Suite 201 Williston, VT 05495	91 Sawmill Road Jericho, VT 05465
Email	Howard.Pallotta@vermont.gov	N.Abernathey@gmail.com

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 CONTRACT

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

4. **By renumbering Section 8 (Attachments) on page 1 of 25 of the base agreement, and renumbering as Section 9 to accommodate the above inserted section in #3 of this amendment.**
5. **By deleting Attachment A (Specifications of Work to be Performed) on page 3 of 25 of the base agreement, and substituting in lieu thereof the following Attachment A beginning on page 3 of this agreement:**
6. **By deleting Attachment B (Payment Provisions) on page 6 of 25 of the base agreement, and substituting in lieu thereof the following Attachment B beginning on page 8 of this agreement:**
7. **By deleting Attachment C (Standard State Provisions for Contracts) on page 8 of 25 of the base agreement, and substituting in lieu thereof the following Attachment C beginning on page 11 of this agreement:**
8. **By deleting Attachment D (Modifications of Attachment C) on page 21 of 25 of the base agreement, and substituting in lieu thereof the following Attachment C beginning on page 16 of this agreement:**

This amendment consists of 21 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#299424) dated December 15, 2014 shall remain unchanged and in full force and effect.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR
NANCY ABERNATHEY

STEVEN COSTANTINO, COMMISSIONER
312 Hurricane Lane, Suite 201
Williston, VT 05495-2087
Phone: 802-879-5901
Email: Steven.Costantino@Vermont.gov
AHS/DVHA

NANCY ABERNATHEY
91 SAWMILL ROAD
JERICHO, VT 05465
PHONE: 802-238-0746
EMAIL: N.ABERNATHEY@GMAIL.COM
CONTRACTOR

**ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED**

I. Role of the Contractor

The role of the contractor is divided into the following three projects:

1. Project 1: Integrated Care Management Tools and Training Support
2. Project 2a: Quality Improvement Facilitation for Local Integrated Care Team/s
3. Project 2b: Mentoring and Facilitation of Quality Improvement Facilitator Team

Project 1. Integrated Care Management Tools and Training Support:

The contractor will assemble the key tools and resources identified through implementation of the Integrated Communities Care Management Learning Collaborative by the communities, will fill in gaps in the tools identified to date by researching, modifying and developing missing tools, and will upload them to the electronic learning platform and/or make them available through other mechanisms identified jointly by the State and the Contractor. To support implementation and use of the tools, the contractor will produce key teaching aids such as narrative background and instructions, webinars, and videos demonstrating the key skills and the use of the tools. The contractor will work with partners within various State agencies, ACOs, and community organizations participating in the integrated care teams to develop the materials and teaching aids, and will organize them into one comprehensive framework. On a quarterly basis the contractor will work to ensure that the tools available to the communities through the collaborative are consistent with the published tools being used by the ACOs and other stakeholders identified by the State.

Project 2a. Quality Improvement Facilitation for Local Integrated Care Team/s:

From January 1st, 2016 through January 31st 2016 the contractor will serve as Quality Improvement (QI) facilitator providing support to “integrated care teams” in multiple communities as designated by the State. From February 1st, 2016 through December 31st, 2016 the Contractor will serve as a Quality Improvement facilitator providing support to one community designated by the State. QI facilitation requires competencies including implementing quality improvement methods, team facilitation, group dynamics, understanding and using data, and project management.

Vermont’s interdisciplinary integrated care teams will consist of care coordinators and leaders from various medical and social service organizations, such as Primary Care and Specialty Practices; Designated Mental Health Agencies; Visiting Nurse Associations and Home Health Agencies; Hospitals and Skilled Nursing Facilities; Area Agencies on Aging; Blueprint Community Health Teams and Practice Facilitators; Support and Services at Home (SASH); Accountable Care Organizations (OneCare Vermont, Community Health Accountable Care, and Vermont Collaborative Physicians); Medicaid; Vermont Chronic Care Initiative (including care coordinators); commercial insurers; and people in need of care management services and their families.

As a QI facilitator, the Contractor will work with local integrated care team/s to build capacity for effective team-based care, coordinate learning opportunities related to integration of services on behalf of people who need the services, implement promising interventions to

enhance integration, and measure results of those interventions. The primary mechanism for learning and quality improvement will be a Learning Collaborative utilizing the Plan-Do-Study-Act (PDSA) model.

The QI facilitator will provide primary support to local integrated care team/s. This will include in-person attendance and participation in regularly scheduled meetings (at least every other week for the first six months, and at a frequency determined by the State thereafter), as well as ad hoc meetings with project leaders as needed. The QI facilitator will provide support for data collection, management, and interpretation to the local integrated care team/s. This involves assisting teams with a) understanding data sources and using them to identify at-risk people and engage in effective panel management, b) identifying measures for and measuring the impact of selected interventions, and c) promoting an environment of collaborative learning between integrated care teams and across the health system.

The QI facilitator will attend and participate in meetings of the leadership team of the ICCMLC, as well as state government planning committee and workgroup meetings as needed and upon request of the State.

Project 2b. Mentoring and Facilitation of Quality Improvement Facilitator Team:

The Contractor will serve in the role of mentor providing guidance and support to all quality improvement facilitators involved in the ICCMLC. The primary function of this role will be to monitor progress of each integrated care team, and work together with the assigned quality improvement facilitator to identify a clear action plan to ensure progress based on each community's strengths, weaknesses, challenges and opportunities. Contractor will convene all quality improvement facilitators in a joint forum (either in person or utilizing web-based or telephonic conferencing) at least every two weeks, or at a frequency determined by the State. Additionally, the contractor will offer one on one mentoring to each quality improvement facilitator at a frequency as often as weekly, but no less than monthly as determined by the State.

II. Contractor Activities

The Contractor's work with integrated care teams and the State will include:

Project 1. Integrated Care Management Tools and Training Support:

A. Make available in a comprehensive framework Integrated Care Management Tools and Teaching aids:

1. Identify relevant and appropriate integrated care management tools highlighted through the ICCMLC curriculum.
2. Work with all involved parties (State agencies, ACOs, community organizations) to gather relevant information to develop content of any missing tools or teaching aids.
3. Organize all of the tools and teaching aids into one comprehensive set of documents, including all relevant background and instructions.
4. Manage the availability of the tools and teaching aids to the communities through the

electronic learning forum and other mechanisms jointly identified by the Contractor and State.

5. Update tools and teaching aids on a quarterly basis as appropriate to ensure consistency with tools being published by the ACOs and other stakeholders identified by the State.

Project 2a. Quality Improvement Facilitation for Local Integrated Care Team/s:

A. Supporting Change Management

1. Coach community leaders in forming a multi-disciplinary integrated care team with a focus on quality improvement in a Health Service Area (HSA).
2. Foster the integrated care teams' ownership for improving patient care and changing the way the services are provided.
3. Work with the integrated care team/s to assess their performance using data and establish project goals and parameters.
4. Use the integrated care team data to assist in establishing sequences and timelines for quality improvement initiatives, and to evaluate the impact of changes.
5. Work with the integrated care team/s to develop and monitor a clear action plan.
6. Train the integrated care team/s in conducting PDSA cycles and on other relevant QI tools based on the action plan.
7. Coach the integrated care team/s in measuring and interpreting results of change.
8. Facilitate communication around evolving roles and relationships.
9. Recognize, reinforce, and celebrate success.
10. Provide feedback and coaching for the integrated care team leaders.

B. Providing Technical Assistance and Training

1. Identify skills-based training needs for the integrated care teams and front-line care managers, and work with the State to incorporate findings into any teaching aids from Project 1 deliverables and trainings that should occur.
2. Provide technical assistance in identifying models of care, innovative strategies and evidence-based guidelines that support integrated care management.
3. Assist in implementing promising interventions.
4. Support the integrated care team/s in using data to identify people in need of integrated care management.
5. Assist the integrated care team/s in measuring and evaluating the results of interventions.

C. Supporting the Effective Use of Information Technology

1. Support the integrated care team/s in using technology to improve patient care and efficiency.
2. As appropriate, assist the integrated care team/s in implementing data collection tools (e.g., clinical registry, care coordination modules, risk stratification tools) and using them to improve panel management, care management, and other aspects of patient care.

D. Connecting Integrated Care Teams with the Community

1. Support the incorporation of the integrated care team/s into organizations' workflows.
2. Link the integrated care team/s with outside resources.
3. Support the integrated care team/s in presenting findings and progress to their local Unified Community Collaborative/Regional Clinical Performance Committee.

Project 2b. Mentoring and Facilitation of Quality Improvement Facilitator Team:

A. Creating a Learning Health System

1. Foster a shared learning environment through organization-to-organization and peer-to-peer mentoring.
2. Create and convene a conference call or in-person learning session as determined by the State at least every two weeks for peer-to-peer learning amongst all quality improvement facilitators assigned to the ICCMLC.
3. Provide one-on-one mentoring session by phone or in person to each quality improvement facilitator at a frequency as often as weekly, but no less than monthly as determined by the State.
4. Offer leadership, direction and guidance to quality improvement facilitator team, both as a collective team and on an individual basis.

III. Deliverables

Project 1:

During the first quarter of this contract (no later than March 31st, 2016) and in collaboration with other contractor(s) and collaborative members, the Contractor will provide:

1. A finalized and complete Integrated Care Management Framework endorsed by the ACOs including tools and teaching aids in both hard copy and electronic format, published no later than March 31st, 2016.
2. Quarterly update and ACO endorsement of the tools and teaching aids no later than June 30, 2016, September 30, 2016, and December 31, 2016.

Project 2a and Project 2b:

During the term of this contract, in collaboration with other contractor(s) and a Learning Collaborative Planning Team, the Contractor will:

1. Provide a written project management plan including key milestones and activities for all three projects, to be submitted to State Authorized Representative no later than one month after execution of this agreement.
 - a. The Contractor will update the project management plan at least quarterly.
 - b. The State Authorized representative is:

Erin Flynn, Senior Policy Analyst
Department of Vermont Health Access
erin.flynn@vermont.gov

2. Provide a monthly written progress report submitted to State Authorized Representative, highlighting goals, activities, outcomes, timelines, deadlines, progress in each community, progress across all communities, and general progress against the project management plan.

Progress reporting for each community will include information such as accomplishments, setbacks, challenges, plans for overcoming challenges, opportunities, and planned next steps/action items for both the short term (next month) and long term (next quarter). Specific examples should be incorporated to better illustrate progress in each community. The State will provide a template for the monthly written progress report.

The following documentation will be included as attachments to the report:

- a. Evidence of local meetings with local integrated care team at least every other week for the first six months and at a frequency determined by the State thereafter.
 - b. Documentation of all relevant PDSA cycles initiated with the local integrated care team.
 - c. Evidence of all regular and ad hoc review and analysis of data provided from members of the local integrated care team, State staff or others in support of the PDSA cycles.
 - d. Evidence of meetings of the QI facilitator group at least every two weeks, or at a frequency determined by the State.
 - e. Evidence of one-on-one meetings with each QI facilitator as often as weekly and no less than monthly as determined by the State.
3. Statewide coordination, planning and implementation:
 - a. Attend and participate in the learning sessions, meetings of the leadership team of the ICCMLC, as well as state government planning committee and workgroup meetings as needed and upon request of the State.

**ATTACHMENT B
PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually performed as specified in sections I-III in Attachment A up to the maximum allowable amount specified in this agreement. State of Vermont payment terms for this contract are Net 00 days from receipt date of invoice. The payment schedule for delivered products or rates for services performed, and any additional reimbursements, are included in this agreement.

The following provisions specifying payments are:

1. **FUNDING and PERIOD OF PERFORMANCE AUTHORIZATION REQUIREMENT:** This contract is funded by a federal grant and subject to federal approval. No reimbursement shall be provided under this agreement without federal approval for the task, service, or product for which reimbursement is claimed.
 - a. Funding for this agreement has been sought between for the time period of January 1, 2016- December 31st, 2016 in the amount of \$44,250. Contractor may not begin work for the time period of January 1, 2016- June 30, 2016 or July 1, 2016 – December 31st, 2016 without written authorization from the State of Vermont. Approval for funding is contingent on CMMI authorization.

2. Contractor invoices shall be submitted monthly (using templates in Appendix 1: Required Forms) and shall include billing for the following line items:

A. Integrated Care Management Tools and Teaching Aids

The contractor shall invoice the State \$3,000 upon submission and subsequent approval of the Integrated Care Management Tools and Teaching Aids on or before March 31st, 2016 which demonstrates the completion of the requirements outlined in Attachment A, project 1.

The contractor shall invoice the State \$500 each quarter (June 30, 2016, September 30, 2016, and December 31, 2016) not to exceed \$1,500 total during the year for review of the Tools and Teaching Aids to ensure alignment with similar materials developed by ACOs or other Stakeholders as designated by the State.

B. Facilitation

The Contractor shall invoice the State as follows: \$6,750 for one month of full time facilitation in multiple communities as designated by the State between January 1st and January 31st, 2016; and an hourly rate of \$40/hour not to exceed a total of 687 hours or an overall amount of \$27,500 between February 1st and December 31st 2016 for the quality improvement facilitation requirements outlined in Attachment A, project 2A and 2B (not Project 1, which is billed separately). The completion of projects 2A and 2B is estimated to require between 12 and 15 hours of work per week between February 1st and December 31st, 2016, The total number of hours devoted to projects 2A and 2B is estimated to be no less than 537 and no more than 687 hours completed in no less than 50 out of 52 weeks in an 11 month period.

These requirements will be considered complete when the State has received the deliverables identified in the scope of work, including:

- a. Monthly progress report covering progress in local integrated care team, progress across all communities, and general progress against the project management plan. Progress reports will demonstrate that each community across the State is actively engaging in completing PDSA cycles or implementation of an agreed upon strategy to overcome barriers preventing progress.
- b. Bi-weekly meetings of all QI facilitators.
- c. Up to weekly and no less than monthly individual mentoring calls with each statewide or local QI facilitator or leadership team.
- d. At least from January to July participation in bi-weekly meetings of the community team.
- e. Participation in weekly conference calls with State staff.

Financial reports are due by the time the monthly invoice is submitted (see Appendix I- Required Forms).

Milestones

In addition to the monthly payments, the Contractor may invoice for milestone payments of up to \$2,500. The Contractor can invoice the State at any point during the Contract period and will be paid as follows:

1. Completion of shared care plans: \$250 per increment of 25 individuals with a completed shared care plan, up to \$2,500 total.

Travel/Training

The Contractor may invoice the State for actual miles traveled to and from in-person meetings in-state at the most current State mileage reimbursement rate. Any out of state travel or training must be pre-approved by the State, and total travel/training must not exceed \$3,000 during the contract period.

Payments and/or reimbursement for meals, lodging, airfare, training/registration and other 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 (Appendix I: Required Forms).

3. No benefits or insurance will be reimbursed by the State.
4. Invoices and reports (Appendix I) should reference this contract number; contain a current date of submission and a unique invoice number, and documentation of all expenses. Invoices should be submitted electronically to the following State Authorized Representatives:

Erin Flynn, Senior Policy Analyst
Department of Vermont Health Access
erin.flynn@vermont.gov

Natalie Elvidge, Contract and Grants
Administrator
Department of Vermont Health Access
natalie.elvidge@vermont.gov

5. Invoices shall be accompanied by a Financial Reporting Form (Appendix I) and Travel and Expense Form (Appendix I) in Excel format
6. The State reserves the right to withhold part or all of the contract funds if the State does not receive timely documentation of the successful completion of contract deliverables.
7. The total maximum amount payable under this contract shall not exceed **\$144,250.00** Work performed between January 1, 2016 (retroactive date) and the signing or execution of this agreement that is in conformity with Attachment A may be billed under this agreement.

Budget
December 15, 2014 to December 31, 2015

Facilitation	\$81,000 (13 payments of \$6,230.77)
Milestones	\$9,000
Travel	\$10,000
Total	\$100,000

Budget
January 1, 2016 to June 30, 2016

Tools and Teaching Aids	\$3,000 (completion of Integrated Care Management Tool-Kit on or before March 31 st , 2016) \$500 for 1 quarterly review and ACO endorsement
Facilitation	\$6,750 (1 time payment for full time facilitation in January) \$12,500 (5 payments encompassing up to 312 hours at \$40/hour)
Milestones	\$1,000 (up to 4 groups of 25 complete shared care plan payments)
Travel	\$1,500
Total	\$25,250

Budget
July 1, 2016 to December 31, 2016

Tools and Teaching Aids	\$1,000 for 2 quarterly reviews and ACO endorsement
Facilitation	\$15,000 (6 payments encompassing up to 375 hours at \$40/hour)
Milestones	\$1,500 (up to 6 groups of 25 complete shared care plan payments)
Travel	\$1,500
Total	\$19,000

ATTACHMENT C: STANDARD STATE 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 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.
- 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.

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 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.

General Liability and Property Damage: With respect to all operations performed under the contract, 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 \$1,000,000 aggregate.

- 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 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.
- 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 all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 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.
- 20. Internal Controls:** In the case that this Agreement is an award 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).
- 21. Mandatory Disclosures:** In the case that this Agreement is an award 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.

22. Conflict of Interest: Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.B.

(End of Standard Provisions, State of Vermont – Attachment C - 9-1-2015_rev)

**ATTACHMENT D
MODIFICATION OF CUSTOMARY PROVISIONS OF
ATTACHMENT C OR ATTACHMENT F**

1. The insurance requirements contained in Attachment C, Section 7 are hereby modified:

Under the *Automotive Liability*: section, delete the following language:

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.

AND ADD THE FOLLOWING LANGUAGE

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:

Bodily injury liability limit:	\$500,000 each person
	\$500,000 each accident
Property Damage liability limit:	\$50,000 each accident

Under the *General Liability and Property Damage*: section, delete the following language:

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

2. Requirements of other Sections in Attachment C are hereby modified:

3. Requirements of Sections in Attachment F are hereby modified:

- 4. Reasons for Modifications:** Party’s vehicle insurance carrier cannot write a policy to include the State of Vermont as additionally insured. The auto coverage listed above was discussed and agreed upon with the State’s Risk Manager Bill Duchac. Additionally, the requirement to have the State listed as additionally insured on the contractor’s general liability insurance certificate is also waived for the same reason.

APPROVAL:

E-SIGNED by Michael Barber
on 2015-12-30 19:53:56 GMT

December 30, 2015

ASSISTANT ATTORNEY GENERAL

DATE:

*State of Vermont – Attachment D
Revised AHS – 12-08-09*

**Department of Vermont Health Access
Request for Approval to Subcontract**

Date of Request: _____

Original Contractor/Grantee Name: _____	Contract/Grant #: _____
Address: _____	
Phone Number: _____	
Contact Person: _____	
Agreement #: _____	Signature: _____

Subcontractor Name: _____

Address: _____

Phone Number: _____

Contact Person: _____

Scope of Subcontracted Services: _____

Is any portion of the work being outsourced outside of the United States? YES NO
(Note to Business Office: If Yes, do not proceed further with approval until reviewed with Finance & Mgmt)

Dollar Amount of Subcontracted Services: \$ _____

Date Range for Subcontracted Services: Start: _____ End: _____

DVHA Contact Person: _____	Signature: _____
Phone Number: _____	

Business Office Review

Comments: _____

Approval: _____ **Title:** _____ **Date:** _____

Required: Contractor cannot subcontract until they receive this signed approval from the State of Vermont.

Language to be included from State of Vermont Bulletin 3.5 in all subcontracting agreements:

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.

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.

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.

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.

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.

Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of his 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.

DEPARTMENT OF VERMONT HEALTH ACCESS
 INVOICE

CONTRACTOR:	
ADDRESS:	
CITY, STATE:	
ZIP CODE:	

Invoice #:	
Date:	
Contract #:	

Contractor Billing Contact: _____ Phone #: _____

Signature: _____

Dates of Service (Month, Year)	Description of Deliverables/Work Performed	Hours	Rate	Amount
	Tool-Kit:			
	Facilitation:		\$40/hr	
	Milestones:			
	Travel:			
TOTAL:				

Remittance Address:

Bill to Address:
 Natalie Elvidge
 Department of Vermont Health Access
 312 Hurricane Lane, Suite 201
 Williston, Vermont 05495-2806
Natalie.Elvidge@vermont.gov

DEPARTMENT OF VERMONT HEALTH ACCESS
 TRAVEL AND EXPENSE FORM

Travel and Expense Form																						
Grantee Contractor Name:																						
Starting Location Address:																						
Grant/Contract Number:																						
Invoice #:																						
Invoice Date:																						
Travel Start Date	Travel End Date	Name of Traveler	Purpose of meeting, reason for travel, etc.)	Starting Address	Destination Address	End Address	Miles	Amount	Meal Expenses				Other Expenses (Receipts Required)									
									Breakfast	Lunch	Dinner	Other	Per Diem - State Rates (Vermont)	Per Diem Out-of-State	Lodging	Training/Registration	Other	Total				
									B-\$45.00 L-\$46.00 D-\$42.85					B-\$46.25 L-\$47.25 D-\$48.50								
									TOTALS	0	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

We the undersigned do hereby certify under that the reported information is accurate to the best of our knowledge and that all requests for services and expenses were incurred while performing work for the State of Vermont. The expenses I am requesting reimbursement for are in compliance with the State of Vermont Allowable Rates and Per Diems. **The State reserves the right to withhold payment if the State does not receive required documentation and receipts.**

Claimant's Signature _____ Date _____

Current State Reimbursement Rates: http://humanresources.vermont.gov/salary/compensation/expense_reimbursement_bulletin_3.4: http://aoa.vermont.gov/sites/aoa/files/pdf/AOA-Bulletin_3_4.pdf

DEPARTMENT OF VERMONT HEALTH ACCESS
 FINANCIAL REPORTING FORM

Department of Vermont Health Access Financial Report Form										
Date										
Contractor:		Nancy Abernathey					Contract Number:			28243
Contractor's Email Addrss		n.abernathey@gmail.com								
Contractor's DVHA Contact(s):		Erin Flynn & Natalie Elvidge					Reporting Period			1/1/2014- December 31, 2016
	TOTAL GRANT BUDGET	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	TOTAL EXPENDITURES TO DATE	BALANCE	
Facilitation	\$ 19,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,250.00	
Facilitation Monthly Payment (\$40/hr)								\$ -		
Milestones	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	
								\$ -		
								\$ -		
								\$ -		
								\$ -		
Tools and Teaching Aids	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00	
								\$ -		
								\$ -		
Travel (@ state rate)	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	
list expenses and tips on Travel and Expense Form								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
TOTAL CONTRACT AMOUNT	\$ 25,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,250.00	
SIGNATURE OF AUTHORIZING OFFICIAL:										
State Only:										
SFY 15 Practice Facilitation	\$ 23,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,750.00	
SFY 15 Expenses	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	
Total	\$ 25,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,250.00	

	TOTAL GRANT BUDGET	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	TOTAL EXPENDITURES TO DATE	BALANCE
Facilitation	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000.00
Facilitation Monthly Payment (\$40/hr)								\$ -	
Milestones	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00
								\$ -	
								\$ -	
								\$ -	
								\$ -	
Tools and Teaching Aids	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00
								\$ -	
								\$ -	
Travel (@ state rate)	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00
list expenses and tips on Travel and Expense Form								\$ -	
								\$ -	
								\$ -	
								\$ -	
								\$ -	
TOTAL CONTRACT AMOUNT	\$ 19,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,000.00
SIGNATURE OF AUTHORIZING OFFICIAL:									
State Only:									
SFY 15 Practice Facilitation	\$ 17,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,500.00
SFY 15 Expenses	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00
Total	\$ 19,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,000.00

Please Note: Only certain white cells are unlocked for editing, please enter the funding amount on the same line as the specific subcategory; the highlighted main categories will autofill.
 For categories with no listed subcategories, please enter a title in the space provided for each subcategory being billed