

## AMENDMENT

It is agreed between the State of Vermont, Department of Vermont Health Access (hereinafter called "State") and Behavioral Health Network of Vermont, Inc. (hereinafter called "Contractor") with principal place of business at Montpelier, VT, that the contract dated February 1, 2016 is to be amended July 1, 2016 as follows:

**1. By striking out on page 1, item #3, of the Base agreement, and substituting in lieu thereof the revised item #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 \$800,000.

**2. By striking out on page 1, item #4, of the Base agreement, and substituting in lieu thereof the revised item #4:**

**4. Contract Term.** The period of Contractor's performance shall begin on **February 1, 2016** and end on **January 31, 2017**.

Work performed between **July 1, 2016** and the signing or execution of this amendment that is in conformity with Attachment A may be billed under this agreement. Contractor agrees that in exchange for the consideration of the option to bill for services performed under the Provider Agreements, all terms and conditions described in this agreement shall apply to any and all services performed for or on behalf of the State under this agreement. Contractor agrees that by submitting invoices, bills, or otherwise seeking compensation for services performed prior to the finalization of this agreement or signing of this agreement, Contractor is agreeing to the application of all terms of this contract to that period and to that work. Contractor further agrees to defend, indemnify, and hold the State harmless for any claim, dispute, non-contractual cost or charge, or any liability whatsoever, whether in law, equity, or otherwise, which arises from or is connected to the work performed prior to the execution of this agreement. Contractor further agrees that these terms apply regardless of whether the work is accepted by the State, and regardless of whether payment is issued by the State to the Contractor for the work in question.

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

### ATTACHMENT A SPECIFICATIONS OF WORK TO BE PERFORMED

#### I. Background

The purpose of this contract is to enable Vermont's sixteen Designated Agencies and Specialized Service Agencies (DAs/SSAs/Agencies) to prepare for a transition to value based purchasing and an increasingly integrated health delivery model. This readiness work is based on initial results of readiness to move to a value based system and will enable the DA/SSA system to begin to more fully align with other health delivery partners.

#### II. Scope of Work

Value Based Purchasing (VBP) demands providers who are prepared to continue to meet the needs of their communities in a revised financing system. It also demands an assurance that the new financing system would adequately fund community needs. To facilitate that two sided aspect of provider readiness, the following services will be provided:

**A. Deliverables:**

1. Provide project management and oversight for this agreement. The Contractor will provide monthly reports that indicate:
  - a. Information about each of the tasks outlined below and progress to-date.
  - b. Identify risks with any of the workstreams.
  - c. Propose mitigation strategies for identified risks.
2. Contractor will participate in meetings with the State to discuss payment and delivery system reforms impacting designated mental health and specialized service agencies.
3. Contract with Chief Financial Officer (CFO) and/or billing personnel (Tom Pour at Rutland Mental Health Services and Ed Giroux at Howard Center) to work in conjunction with staff at Burns and Associates (contracted by the State to work on payment reform for mental health, substance abuse and developmental disabilities), VCP staff and COCHS staff. The purpose of this would be to ensure that Burns and Associates and the State has a full understanding of the current financial state of the Designated Mental Health Agencies and Specialized Service Agencies and understands the breadth and depth of the current funding mechanisms and related reporting so that a new payment methodology is developed with the best outcome possible that results in efficiency, flexibility to provide services based on need and agency sustainability. Another purpose is for the DA/SSA system to have a detailed view/analysis of what is being proposed and to move toward implementation.
  - a. The Sub-contractor will provide reports to the Contractor identifying issues addressed with invoices.
4. Contract with the National Council for Behavioral Health, through 6/30/2016, and Community Oriented Correctional Health Services (COCHS) to:
  - a. Assess current readiness of the network agencies (care delivery; health data infrastructure; a different funding model which changes management requirements and modifies current accountability and financial risk). This readiness assessment would be completed using a variety of pre-existing tools (i.e. an expanded version of the Certified Community Behavioral Health Clinics (CCBHC) readiness tool, special health care needs assessment, value based payment assessment and more) and would include an analysis of the current budget gap by service type of each Designated Agency.
  - b. Conduct financial modeling and assess level of risk the network could take on based on the analysis of value based payment methodologies published by the State in spring 2016. Analyze level of risk providers could or should bear. Note that risk may vary among providers.
  - c. Conduct analyses to determine which value-based purchasing model best suits the risk tolerance of designated mental health agencies.
  - d. Provide an analysis and proposal for what organizational change(s) each Designated Mental Health Agency would need undertake to achieve value-based payment.
  - e. Recommend necessary investments required for value based payment, improved care delivery, health data infrastructure, improved accountability and taking on financial risk. The analysis will include necessary investments to adequately recruit and retain a quality workforce with compensation in parity with state workers and associated labor markets. This analysis will address the population health goals of health reform and the investments required to address service gaps to meet full community need under a revised financing structure.
  - f. Develop a set of metrics (and outcomes that demonstrate value that could be incorporated into a case mix or other VBP methodology. \*
  - g. Develop system wide training and technical assistance to educate agencies on the shift in the business model required by VBP, inclusive of understanding the concepts of digitalization and incorporation of those concepts through business processes.
  - h. Develop individualized training and technical assistance to position agencies to prepare them for VBP.

- i. Assist in the development of business requirements of, and direction for, a unified EHR with as many agencies as possible.
- j. Further explore the role of data systems and health IT in transitioning into VBP.
- k. Development of strategy to incorporate the DS programs/agencies.

*\* note that 4f-4k are only applicable from 7/1/16-1/31/17.*

5. Contract with all designated and specialized service agencies to work with the Contractor and any sub-contractors to prepare for complete readiness based on the readiness assessment results. Contract to:
  - a. Work with the National Council and/or COCHS and VCP on development and implementation of 4a-k, inclusive of attendance at meetings, provision of data/information, and to assess readiness and risk and to develop a roadmap for inclusion in a new payment model.
  - b. Provide sub-contractors with necessary information/data to assess readiness and plan for organizational change.
  - c. Communicate to internal agency leadership team on readiness progression and necessary investment to meet organizational change.
  - d. Work with the Contractor staff and VCP to ensure statewide consistency.
  - e. Participation in meetings with AHS.

#### **B. Progress Reports and Expenditure Reports**

Contractor shall file monthly progress and expenditure reports with the State with the month-end request for payment in accordance with Attachment B. The State and Contractor will develop a mutually agreed upon format for the Progress Reports and Expenditure Reports within 30 days of contract execution. This report shall include a plan to develop outcomes specified in the work plan above. The State reserves the right to request within 10 days of submission that the Contractor provides additional information in the Progress Reports and Expenditure Reports that may be necessary to document deliverables or other progress prior to release of month-end payment. Payment against deliverables constitutes approval. For any deliverables not so approved, the Contractor shall make all necessary changes required by the State for approval within 30 days of notice from the State.

#### **C. Deliverables Reporting and Agreement Contracts**

All work under this contract shall be directed by the State's Authorized Representative. Authorized State Representative and Vermont Health Care Innovation Project (VHCIP) Director:

Georgia J. Maheras, Esq.  
Director, Vermont Health Care Innovation Project  
[Georgia.maheras@vermont.gov](mailto:Georgia.maheras@vermont.gov)  
802-505-5137

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

Simone Rueschemeyer, Executive Director  
Behavioral Health Network of Vermont, Inc. d/b/a Vermont Care Network  
137 Elm Street  
Montpelier, VT 05602  
[simoner@vermontcarepartners.org](mailto:simoner@vermontcarepartners.org)  
802-262-6124

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

**III. The Contacts for this Award are as Follows:**

	<u>State Fiscal Manager</u>	<u>State Program Manager</u>	<u>Contractor</u>
Name:	Leah Korce	Georgia Maheras	Simone Rueschemeyer
Phone #:	802-241-0243	802-505-5137	802-262-6124
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:simoner@vermontcarepartners.org">simoner@vermontcarepartners.org</a>

**IV. 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>CONTRACTOR</b>
Name	Office of General Counsel	Behavioral Health Network of Vermont Inc. d/b/a Vermont Care Network
Address	NOB 1 South, 280 State Drive Waterbury, VT 05671	137 Elm Street Montpelier, VT 05602
Email	<a href="mailto:AHS.DVHALegal@vermont.gov">AHS.DVHALegal@vermont.gov</a>	<a href="mailto:simoner@vermontcarepartners.org">simoner@vermontcarepartners.org</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.

**V. DVHA Monitoring of Contract:**

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

**VI. Subcontractor Requirements:**

Per Attachment C, Section 19, if the Contractor chooses to subcontract work under this agreement, the Contractor 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 Contractor enter into a sub-agreement without prior authorization from the State. The Contractor 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.

**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 Contractor will be paid for products or services actually performed as specified in Attachment A up to the maximum allowable amount specified in this agreement. State of Vermont payment terms are Net 30 days from date of invoice, payments against this contract will comply with the State’s payment terms. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

1. This contract is funded by federal grants and is subject to federal approval by the Centers for Medicare and Medicaid Innovation (CMMI). No reimbursement shall be provided under this agreement without federal approval for the task, service, or product for which reimbursement is claimed. The maximum amount payable under this contract for services and expenses shall not exceed \$800,000. Work performed between July 1, 2016 and the execution of this amendment that is in conformity with Attachment A may be billed under this agreement.
2. The State intends to pay the Contractor for deliverables specified in Attachment A at the rates presented below or no more than the sub-contracted rate plus an administrative fee. The Contractor may bill up to \$30,000 for this category:

Executive Director: \$150/hour

3. The State will pay for the following sub-contractors according to the table below (note: these amounts are not-to-exceed amounts and actuals may be lower):

Sub-Contractor	Method of Payment	Amount of Payment
The National Council for Behavioral Health	Monthly by Invoice and Report	\$190,000
COCHS	Monthly by Invoice and Report	\$230,000
The Howard Center	Monthly by Invoice and Report	\$60,000
Rutland Mental Health Services	Monthly by Invoice and Report	\$40,000
ARIS on behalf of the 5 DS only agencies	Monthly by Invoice and Report	\$90,000
Clara Martin Center	Monthly by Invoice and Report	\$20,000
Counseling Service of Addison County	Monthly by Invoice and Report	\$20,000
Health Care and	Monthly by Invoice	\$20,000

Rehabilitation Services	and Report	
Lamoille County Mental Health Services	Monthly by Invoice and Report	\$20,000
Northeast Kingdom Human Services	Monthly by Invoice and Report	\$20,000
Northeastern Family Institute	Monthly by Invoice and Report	\$20,000
Northwestern Counseling and Support Services	Monthly by Invoice and Report	\$20,000
United Counseling Service of Bennington County	Monthly by Invoice and Report	\$20,000
Washington County Mental Health Services	Monthly by Invoice and Report	\$30,000

4. No expenses, benefits or insurance will be reimbursed by the State.
5. **Invoices.** All requests for reimbursements shall be made using the Invoice – Contracts Agreements form attached, see Appendix I – Required Forms, or a similar format agreed upon by the State and Contractor. An email will be sent to the Contractor, upon request, with an invoice template in Excel format. All payments are subject to payment terms of Net 30 days. The Contractor shall submit invoices to the State monthly, and shall be accompanied by a status report and shall reflect the total number of hours worked per staff person, per objective as specified in the work plan in Attachment A. The State shall reimburse the Contractor for Subcontractor costs up to the total maximum amount of this agreement.

The Contractor shall submit each invoice along with the paid subcontractor invoice as supporting documentation for all reimbursed payments. The State shall reimburse the Contractor for Subcontractor costs up to the total maximum amount of this agreement.

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

**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: \_\_\_\_\_

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.**

**APPENDIX I – REQUIRED FORMS**  
**Travel and Expense Form**

Travel and Expense Form																															
Contract Number: State/Local Address: Contract Number:			Invoice #: Invoice Date:			Travel Expenses			Other Expenses (Receipts Required)																						
Travel Start Date	Travel End Date	Name of Traveler	Destination (name of meeting, reason for travel, etc.)	Travel		Receipts Required for Expenses in Categories				Receipts Required for Expenses in Categories																					
				Starting Address	Ending Address	Miles	Amount	Breakfast	Lunch	Dinner	Other	Travel/Registration	Other	Total																	
State rate effective 1/1/2018 = \$37/mile State rate effective 1/1/2018 = \$4/mile																															
<b>TOTAL</b>																															

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/compensation/expense-reimbursement>  
 Bulletin 3-4: [http://aoa.vermont.gov/sites/aoa/files/Bulletins/AOA-Bulletin3\\_4-June2014%20\(2\).pdf](http://aoa.vermont.gov/sites/aoa/files/Bulletins/AOA-Bulletin3_4-June2014%20(2).pdf)



This amendment consists of 16 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract #30896 dated February 1, 2016 shall remain unchanged and in full force and effect.

**BY THE STATE OF VERMONT:**

**BY THE CONTRACTOR:**

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STEVEN COSTANTINO, COMMISSIONER      DATE  
DEPARTMENT OF VERMONT HEALTH ACCESS (DVHA)  
NOB 1 SOUTH, 280 STATE DRIVE  
WATERBURY, VT 05671  
PHONE: 802-879-5901  
EMAIL: [STEVEN.COSTANTINO@VERMONT.GOV](mailto:STEVEN.COSTANTINO@VERMONT.GOV)

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SIMONE RUESCHEMEYER, EXECUTIVE DIR.      DATE  
BEHAVIORAL HEALTH NETWORK, INC.  
137 ELM STREET  
MONTPELIER, VT 05602  
PHONE: 802-262-6124  
EMAIL: [SIMONER@VERMONTCAREPARTNERS.ORG](mailto:SIMONER@VERMONTCAREPARTNERS.ORG)