

STATE OF VERMONT GRANT AGREEMENT				Part 1-Grant Award Detail			
SECTION I - GENERAL GRANT INFORMATION							
<sup>1</sup> Grant #: 03410-1456-15				<sup>2</sup> Original <input type="checkbox"/>		Amendment # <input type="checkbox"/> 3	
<sup>3</sup> Grant Title: Bi-State Primary Care Association, Inc. Community Health Accountable Care (CHAC) Accountable Care Organization (ACO) SIM Grant							
<sup>4</sup> Amount Previously Awarded: \$1,406,833.09		<sup>5</sup> Amount Awarded This Action: \$317,067.91		<sup>6</sup> Total Award Amount: \$1,723,901.00			
<sup>7</sup> Award Start Date: 11/10/2014		<sup>8</sup> Award End Date: 06/30/2017		<sup>9</sup> Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
<sup>10</sup> Vendor #: 12872		<sup>11</sup> Grantee Name: Bi-State Primary Care Association, Inc.					
<sup>12</sup> Grantee Address: 525 Clinton Street							
<sup>13</sup> City: Bow			<sup>14</sup> State: NH		<sup>15</sup> Zip Code: 03304		
<sup>16</sup> State Granting Agency: Agency of Human Services					<sup>17</sup> Business Unit: 03410		
<sup>18</sup> Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		<sup>19</sup> Match/In-Kind: \$0.00		<sup>20</sup> Description: Building the administrative and leadership capacity of Community Health Accountable Care (CHAC) Accountable Care Organization (ACO).			
<sup>20</sup> If this action is an amendment, the following is amended: Amount: <input checked="" type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input checked="" type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>							
SECTION II - SUBRECIPIENT AWARD INFORMATION							
<sup>21</sup> Grantee DUNS #: 939836698			<sup>22</sup> Indirect Rate: 10.00 %		<sup>23</sup> FFATA: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
<sup>24</sup> Grantee Fiscal Year End Month (MM format): 6			(Approved rate or de minimis 10%)		<sup>25</sup> R&D: <input type="checkbox"/>		
<sup>26</sup> DUNS Registered Name (if different than VISION Vendor Name in Box 11):							
SECTION III - FUNDING ALLOCATION							
STATE FUNDS							
Fund Type		<sup>27</sup> Awarded Previously	<sup>28</sup> Award This Action	<sup>29</sup> Cumulative Award	<sup>30</sup> Special & Other Fund Descriptions		
General Fund				\$0.00			
Special Fund				\$0.00			
Global Commitment (non-subrecipient funds)				\$0.00			
Other State Funds				\$0.00			
FEDERAL FUNDS (includes subrecipient Global Commitment funds)					Required Federal Award Information		
<sup>31</sup> CFDA#	<sup>32</sup> Program Title	<sup>33</sup> Awarded Previously	<sup>34</sup> Award This Action	<sup>35</sup> Cumulative Award	<sup>36</sup> FAIN	<sup>37</sup> Fed Award Date	<sup>38</sup> Total Federal Award
93.624	State Innovation Models: Funding for Model Design	\$1,406,833.09	\$317,067.91	\$1,723,901.00	1G1CMS331181	04/01/2013	\$45,009,074.92
<sup>39</sup> Federal Awarding Agency:				<sup>40</sup> Federal Award Project Descr:			
				\$0.00			
Federal Awarding Agency:				Federal Award Project Descr:			
				\$0.00			
Federal Awarding Agency:				Federal Award Project Descr:			
				\$0.00			
Federal Awarding Agency:				Federal Award Project Descr:			
				\$0.00			
Federal Awarding Agency:				Federal Award Project Descr:			
<b>Total Awarded - All Funds</b>		\$1,406,833.09	\$317,067.91	\$1,723,901.00			
SECTION IV - CONTACT INFORMATION							
<sup>41</sup> STATE GRANTING AGENCY				<sup>42</sup> GRANTEE			
NAME: Karen Sinor				NAME: Kate Simmons			
TITLE: Contracts & Grants Administrator				TITLE: Director, Vermont Operations			
PHONE: (802) 241-0252				PHONE: (802) 229-0002			
EMAIL: karen.sinor@vermont.gov				EMAIL: ksimmons@bistatepca.org			

**AMENDMENT**

It is agreed between the State of Vermont, Department of Vermont Health Access (hereinafter called "State") and Bi-State Primary Care Association (hereinafter called "Subrecipient") with principal place of business at Montpelier, VT that the grant #03410-1456-15 dated November 10, 2014 is to be amended September 1, 2016 as follows:

1. **By inserting a revised *State of Vermont Grant Agreement, Page 1 – Grant Award Detail* into the Base agreement as page 1. See first page of this amendment.**
2. **By striking out on page 1, items #3, 4, 5, 9 and 11, of the Base agreement, and substituting in lieu thereof the following revised items #3, 4, 5, 9 and 11.**
3. **Maximum Amount:** In consideration of the services to be performed by Subrecipient, the State agrees to pay Subrecipient, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$1,723,901. Work performed between September 1, 2016 and the signing or execution of this amendment that is in conformity with Attachment A may be billed under this agreement.
4. **Agreement Term:** The period of Subrecipient's performance shall begin on **November 10, 2014** and end on **June 30, 2017**.
5. **Source of Funds:** Federal \$1,723,901      State \$      Other \$

\* \* \*

**9. Contact Persons for this Award are as Follows:**

	<u>State Fiscal Manager</u>	<u>State Program Manager</u>	<u>Subrecipient</u>
Name:	Karen Sinor	Georgia Maheras	Kate Simmons
Phone#:	802-241-0252	802-505-5137	802-229-0002 x217
E-mail:	<a href="mailto:karen.sinor@vermont.gov">karen.sinor@vermont.gov</a>	<a href="mailto:georgia.maheras@vermont.gov">georgia.maheras@vermont.gov</a>	<a href="mailto:ksimmons@bistatepca.org">ksimmons@bistatepca.org</a>

**NOTICES TO THE PARTIES UNDER THIS AGREEMENT**

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

	<b>STATE REPRESENTATIVE</b>	<b>SUBRECIPIENT</b>
Name	Office of General Counsel	Kate Simmons Director, Vermont Operations
Address	NOB 1 South, 280 State Drive Waterbury, VT 05671	61 Elm Street Montpelier, VT 05602
Email	<a href="mailto:AHS.DVHALegal@vermont.gov">AHS.DVHALegal@vermont.gov</a>	<a href="mailto:ksimmons@bistatepca.org">ksimmons@bistatepca.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.

**DVHA MONITORING OF AGREEMENT**

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

presented by the Subrecipient.

**11. Attachments:** This Agreement consists of 23 pages including the following attachments which are incorporated herein:

- Attachment A – Scope of Work to be Performed
- Attachment B – Payment Provisions
- Attachment C – Standard State Provisions: For Grants and Contracts
- Attachment E – Business Associate Agreement
- Attachment D – Modification of Customary Provisions of Attachment C
- Attachment F – Standard State Provisions: AHS Customary Contract Provisions
- Appendix I – Required Forms

Order of precedence of these documents shall be as follows:

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

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

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

**I. Background:**

This grant agreement relates to health care innovation services provided by the Subrecipient. In 2013, the State was awarded a State Innovation Model (SIM) federal grant to support the work outlined below as part of the Vermont Health Care Innovation Project (VHCIP).

This agreement supports the following:

- Contractor’s efforts to identify and improve health for at risk populations through building the administrative and leadership capacity of Community Health Accountable Care, LLC (CHAC) Accountable Care Organization (ACO) and through developing a care management model, including acquiring care management tools, for CHAC.
- Contractor’s work to report CHAC’s ACO quality measures for Program Year 2014, 2015, and 2016
- Contractor’s core staffing and capacity in support of CHAC for the period of July 1, 2016 through June 30, 2017.

**II. Scope of Work / Deliverables:**

A. Subrecipient Shall:

1. Provide leadership for CHAC’s activities regarding budget, legal requirements, quality improvement, data repository and reporting services, in collaboration with CHAC’s senior management staff.

2. Develop and implement a care management model. Such work shall include:
  - a. Identification, selection, and acquisition of care management tools;
    - i. Implementation of telemonitoring intervention: Contractor shall engage (1) vendor Pharos Innovations, LLC and (2) a care coordination vendor organization to implement a telemonitoring clinical intervention focusing on Medicare beneficiaries with complex conditions with the goal of reducing hospitalizations. This intervention will provide approximately 20 phone calls/month/enrolled patient, and include technology to flag patients at risk for hospitalization who require clinical follow up.
    - ii. Implementation of analytics solution for CHAC's claims data before or during ACO PY2017.
    - iii. Implementation of and event notification solution.
3. Prepare ACO quality reporting submissions for the 2014, 2015 and 2016 Program Years for the:
  - a. Medicare Shared Savings Program
  - b. Medicaid Shared Savings Program
  - c. Commercial Shared Savings Program
4. Resource permitting, support systems development for ongoing ACO quality reporting for all programs.
5. For the period of July 1, 2016 through June 30, 2017
  - a. Hire and maintain appropriate staffing for project, including (but not limited to) a CHAC Director and Project Coordinator (or Project Manager).
  - b. Execute and monitor activities, including a quality compliance program, to ensure compliance with CHAC's Medicare, Medicaid, and Commercial Shared Savings Program and regulatory Agreements and requirements.
  - c. Recruit providers who will participate and collaborate with CHAC.
  - d. Complete reporting for CHAC's Medicare, Medicaid, and Commercial Shared Savings Program Agreements according to schedule.
  - e. Plan, staff and support CHAC's Board of Directors Meetings.
  - f. Plan, staff and support CHAC's Clinical, Financial, Consumer Advisory Panel, and Operations Committees in collaboration with the respective Chairs.
  - g. Maintain CHAC's website to meet compliance requirements, and provide general information for beneficiaries and the public.
  - h. Represent CHAC at State meetings.
  - i. Actively collaborate with OneCare Vermont, the VT Blueprint for Health, and other stakeholders in the development and implementation of the Vermont Care Organization.
  - j. Staff the VCO Board, appropriate VCO committees, etc.

6. Prepare and present programmatic reports to the VHCIP work groups, Steering Committee or Core Team as requested.

7. Adhere to the following Deliverables and Implementation Timeline chart as it appears under section IV of this Attachment.

**III. Monthly Reporting:**

A. The Subrecipient shall prepare and submit to the State quarterly programmatic status reports no later than the 10th of the month following the 3-month period being reported. The reports shall include a narrative summary outlining specific progress on projects as directed by the reporting templates provided. The reporting schedule is as follows:

- a. 2015: January 10 (for the months of November and December 2014), April 10, July 10, October 10
- b. 2016: January 10, April 10, July 10, October 10
- c. 2017: January 10, April 10
- d. Final Report Due: July 31, 2017

**IV. Deliverables and Implementation Timeline Chart:**

STATE OF VERMONT STANDARD GRANT AGREEMENT BI-STATE PRIMARY CARE ASSOCIATION GRANT #: 03410-1456-15 Deliverables and Implementation Timeline for VCHIP Provider Grant Proposed Activities.				
Activities	Anticipated Outcomes	Milestone	Implementation Timeline	Person Responsible
<b>Need:</b> Vermont and the nation have identified the need to develop new systems and structures to reduce rising health expenditures while maintaining and improving the quality of care				
<b>Goal:</b> Improve health outcomes for CHAC's "rising risk" population				
<b>Objective:</b> Develop and implement a care management model for CHAC designed to improve coordination and impact total cost of care for "rising risk" population.				
<i>Contract with Pharos Innovations, LLC, a telemonitoring services vendor to implement clinical intervention targeting rising risk population</i>	Vendors engaged 300+ patients enrolled by 6/30/15  Intervention rolled out at 3+ FQHCs by 6/30/15	Vendor contract executed	By 12/1/2014	Director of VT Operations
<i>Contract or staff care coordination component of telemonitoring intervention</i>	Clinical intervention will reduce hospitalizations for enrolled patients, impacting quality and total cost of care.	Vendor contract executed or staff hired	By 12/31/2014	
<i>Implement Intervention</i>		300+ patients enrolled by 12/31/15  Intervention rolled out at 3+ FQHCs by 6/30/15	By 12/31/2015  By 6/30/2015	

<i>Evaluate Intervention</i>		Evaluate claims data	By 3/30/2016	
<i>Extend Contracts with Pharos Innovations, LLC and VNAs of VT to extend existing telemonitoring program through December 2016</i>	~300 patients enrolled throughout CY16	Amendment to Vendor Contract executed between Bi-State and Pharos Innovations LLC.	By 4/30/2016	Director of VT Operations
		Amendment to Vendor Contract executed between Bi-State and VNAs of VT.	By 12/31/2015	Director of VT Operations
<b>Need:</b> CHAC must complete ACO quality reporting as part of participation in the Medicare, Medicaid, and Commercial Shared Savings Programs.				
<b>Goal:</b> Implement an ACO quality reporting process that is compliant and enables CHAC to identify QI opportunities				
<b>Objective:</b> Complete ACO quality reporting for Program Years 2014, 2015, and 2016 per program deadlines.				
<i>Develop ACO QI Reporting Plan</i>	Plan identified that is as efficient as possible and customized to needs of individual health centers.	Workplan developed	By 1/26/15	Project Manager
<i>Identify and procure resources needed to implement plan.</i>	IT and human resources are identified and procured.	IT purchases made; temp agency contract executed; individual temp workers identified	By 1/26/15	Director VT Operations
<i>Conduct data abstraction for PY2014</i>	PY14 data aggregated, per program specific guidelines	PY14 data submitted, per program specific guidelines	By 4/30/15	Director VT Operations
<i>Conduct data abstraction for PY2015</i>	PY15 data aggregated, per program specific guidelines	PY15 data submitted, per program specific guidelines	By 6/30/16	Director VT Operations
<i>Conduct data abstraction for PY2016</i>	PY16 data aggregated, per program specific guidelines	PY16 data submitted, per program specific guidelines	By 6/30/17	Director VT Operations
<i>Resource permitting, develop systems for ongoing measure</i>	Supportive systems developed	Supportive systems developed	By 6/30/17	Director VT Operations

<i>reporting</i>				
<p><b>Need:</b> While CHAC has implemented an intervention program for the Medicare population, it has been a challenge to create viable interventions for the Medicaid and Commercial populations. An analytics solution would enable Bi-State and CHAC members to address this challenge by identifying key areas for quality improvement that would lead to innovative interventions in an effort to reduce admissions and readmissions for the Medicaid, Medicare and/or Commercial populations.</p>				
<p><b>Goal:</b> Implement an analytics solution that allows CHAC to identify high-cost or high-utilizing patients across the spectrum, track interventions, identify transitions in care, ED utilization, and compare its quality against ACO quality benchmarks.</p>				
<p><b>Objective:</b> Share initial reports from claims-based analytics solution with CHAC Board and/or appropriate committees by April 2017.</p>				
<i>Explore possible analytics solutions</i>	CHAC determines most important features of analytics solution	3+ possible analytics solutions identified	By 4/30/2016	Director VT Operations
<i>Select analytics solution</i>	Top analytics solution identified	Top analytics solution identified	By 6/30/2016	Director VT Operations
<i>Contract with analytics solution</i>	Contract negotiated and executed	Contract negotiated and executed	By 6/30/2016	Director VT Operations
<i>Implement analytics solution</i>	Implementation plan developed	Implementation completed for at least one data feed	By 9/15/2016	Director VT Operations
<i>Utilize analytics solution for reporting</i>	Reports shared with CHAC Board and Committees	Reports shared with CHAC Board and Committees	By 9/30/2016	Director VT Operations
<p><b>Need:</b> Bi-State has developed core staffing and capacity for CHAC that must be sustained through the completion of the Shared Savings Programs. Existing funding for core staffing and capacity will conclude June 30, 2016.</p>				
<p><b>Goal:</b> Maintain CHAC's status as a compliant Shared Savings Program through June 30, 2017.</p>				
<p><b>Objective:</b> Maintain CHAC's core staffing and capacity between July 1, 2016 and June 30, 2017.</p>				
<i>Maintain participation in all PY16 shared savings programs between July 1, 2016 and December 31, 2016.</i>	CHAC successfully completes shared savings program contracts.	Various implementation reports submitted per deadlines.	Through 12/31/16	Director VT Operations
<i>Actively participate in the development and implementation of VT Care Organization.</i>	CHAC serves as the non-risk ACO track under VCO and VT's All Payer Model for PY2017+	CHAC renews its MSSP agreement with CMS (and other agreements, as appropriate); CHAC executes new	Through 6/30/17	Director VT Operations

<p><i>Support CHAC Board and Committee structure between July 1, 2016 and June 30, 2017.</i></p>	<p>CHAC Board and Committees continue to direct CHAC initiatives and priorities through April 2017.</p>	<p>Participant Agreements for non-risk participants for PY2017.  CHAC Board meetings will occur monthly between July 1, 2016 and April 30, 2017.</p>	<p>Through 4/30/17</p>	<p>Director VT Operations</p>
<p><i>Support VCO Board and Committee structure between July 15, 2016 and June 30, 2017.</i></p>	<p>VCO Board and Committees assume role guiding Vermont’s All Payer Model.</p>	<p>VCO Board meetings will occur no less frequently than monthly between July 15, 2016 and April 30, 2017.</p>	<p>Through 4/30/17</p>	<p>Director VT Operations</p>

**V. Subrecipient Requirements:**

*A. Subrecipient Requirements for Subcontracting*

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

Karen Sinor, Contract & Grants Administrator  
 Business Office, Contracting Unit  
 Department of Vermont Health Access  
[karen.sinor@vermont.gov](mailto:karen.sinor@vermont.gov)

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

The following subcontractors are approved under this agreement:

**Pharos Innovations, LLC**

Todd J. Shannon, Vice President Sales  
 Two Northfield Plaza, Suite 201  
 Northfield IL 60093  
 Phone: (224) 688-0802

Scope of work: Telemonitoring clinical intervention focusing on Medicare beneficiaries with complex conditions.

**R.T.M. Communications**

75 Gilcreast Road, Suite 200  
 Londonderry, NH 03053



Phone (603) 552-5140  
Scope of work: Risk Assessment.

**TLC Nursing Associates**

Abi Ambekar

56 West Twin Oaks Terrace, Suite 1  
South Burlington, VT 05403  
Phone: (802) 735-1123  
Scope of work: Temporary staffing to perform ACO Quality Reporting data extraction.

**VNAs of Vermont**

Jill Olson, Executive Director  
137 Elm Street  
Montpelier, VT 05602  
Phone: (802) 229-0579  
Scope of work: Triage care coordination in conjunction with telemonitoring intervention. VNAVt intends to subcontract with Central Vermont Home Health and Hospice.

**Westaff, Inc.**

Hailee May  
1 Conti Circle  
Barre, VT 05641  
Phone (802) 477-4700  
Scope of work: Temporary staffing to perform ACO Quality Reporting data extraction.

**H.I.S. Professionals, LLC**

43 Brickhouse Road  
Cumminton, MA 01026  
Phone (413) 634-4720  
Scope of work: Compliance/data protocol development.

*B. Federal Regulations*

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

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

These circulars may be found on the Office of Management and Budget website at:

<http://www.whitehouse.gov/omb/circulars/index.html>.

For Agreements that extend beyond 2014:

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

HHS Grant Policy Statement - Subawards (pg. 11-78):

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

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

- Identification of the PI/PD and individuals responsible for the programmatic activity at the subrecipient organization along with their roles and responsibilities.
- Procedures for directing and monitoring the programmatic effort.
- Procedures to be followed in providing funding to the subrecipient, including dollar ceiling, method and schedule of payment, type of supporting documentation required, and procedures for review and approval of expenditures of grant funds.
- If different from those of the recipient, a determination of policies to be followed in such areas as travel reimbursement and salaries and fringe benefits (the policies of the subrecipient may be used as long as they meet HHS requirements).
- Incorporation of applicable public policy requirements and provisions indicating the intent of the subrecipient to comply, including submission of applicable assurances and certifications.

**For research subawards, inclusion of the following:**

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

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

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

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

*C. Compliance and Reporting Requirements*

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

- a. Ensure that Subrecipient is not disbarred/suspended or excluded for any reason
- b. Sub-award agreement

- c. Subrecipient meeting and regular contact with Subrecipients
- d. Required pre-approval for changes to budget or scope of grant
- e. Quarterly financial reports
- f. Bi-annual programmatic reports
- g. Audit
- h. Desk Reviews
- i. Site audits

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

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

**ATTACHMENT B  
PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Subrecipient will be paid for services specified in Attachment A, or services actually performed, up to the maximum allowable amount specified within this agreement. State of Vermont payment terms are Net 00 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 provision specifying payments are:

1. This subgrant 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 \$1,723,901. Work performed between September 1, 2016 and the signing or execution of this amendment that is in conformity with Attachment A may be billed under this agreement.
  - a. Funding for this agreement was received through December 31, 2014 in the amount of \$90,000.
  - b. December 2014 federal approval was received for the time period of January 1, 2015 - December 31, 2015 in the amount of \$535,757.29.
  - c. In December 2015 federal approval was received for the time period of January 1, 2016 - June, 30, 2016 in the amount of \$447,686.
  - d. The State of Vermont will seek approval from CMMI for the period July, 2016– June, 2017 for the amount of \$650,457.71. Subrecipient may not begin work for year three, beginning July 1, 2016 and ending June 30, 2017 without written authorization from the State of Vermont. Approval for funding is contingent on CMMI authorization.

**2. Program Budget Table**

	<b>Budget</b>
<b>Finance / IT / Compliance / Communication</b>	<b>\$70,400</b>
<b>CHAC Director (7/1/16 onward; formerly CHAC Informatics Director) (Kate Simmons)</b>	<b>\$105,000</b>
<b>Project Manager (Kendall West)</b>	<b>\$51,000</b>
<b>Quality Manager (Patty Launer)</b>	<b>\$63,968</b>
<b>Program Manager, Health Data Operations (Heather Skeels)</b>	<b>\$66,892</b>
<b>Program Manager, Health Care Informatics (Lauri Scharf)</b>	<b>\$1,500</b>
<b>Temporary Data Extractor (TBH)</b>	<b>\$31,119</b>
<b>Communications Director (Sue Noon)</b>	<b>\$500</b>
<b>Network Manager (TBH)</b>	<b>\$41,250</b>
<b>Clinical QI Facilitator (TBH)</b>	<b>\$41,250</b>
<b>Project Coordinator (Katie Fitzpatrick)</b>	<b>\$26,544</b>
<b>total salaries</b>	<b>\$499,423</b>
<b>total fringe @23% of salary</b>	<b>\$114,867</b>
<b>total personnel</b>	<b>\$614,291</b>
<b>conference/travel</b>	<b>\$2,582</b>
<b>mileage</b>	<b>\$16,100</b>
<b>meetings</b>	<b>\$2,950</b>
<b>other IT (server, etc.)</b>	<b>\$26,636</b>
<b>supplies</b>	<b>\$26,636</b>
<b>NAACOs dues</b>	<b>\$5,000</b>
<b>contractor: administrative support</b>	<b>\$37,440</b>
<b>contractor: telemonitoring (Pharos Innovations, LLC)</b>	<b>\$424,000</b>
<b>contractor: temporary agency (data extraction nurses)</b>	<b>\$37,500</b>
<b>contractor: triage care coordination (VNA of VT)</b>	<b>\$315,138</b>
<b>beneficiary engagement / mailings</b>	<b>\$15,000</b>
<b>legal services (compliance / contract expertise)</b>	<b>\$53,071</b>
<b>business insurance</b>	<b>\$23,845</b>
<b>facility</b>	<b>\$62,283</b>
<b>total direct</b>	<b>\$1,662,472</b>
<b>indirect 10% of personnel</b>	<b>\$61,429</b>
<b>TOTAL</b>	<b>\$1,723,901</b>

Variances in the total projected costs shall not exceed 10% and must be granted by written approval from the State. Written requests for such approvals must be submitted by the Subrecipient to the State prior to the expenditure of funds in excess of the above budgeted line items.

3. All reports, deliverables, or other work product specified in this Agreement shall be submitted for approval by the State at such times specified. The State may reject reports, deliverables, or other work product found to be incomplete or unacceptable by the State. The State may withhold payment to Subrecipient until all reports, deliverables, or other work product which are required at the time have been submitted and accepted by the State.
4. **Invoices.** All requests for reimbursements shall be made using the Invoice –Contract/Grant Agreements form attached, see Appendix I in Amendment #2 of this agreement, or a similar format agreed upon by the State and Subrecipient. All payments are subject to payment terms of Net 00 days. The Subrecipient shall submit invoices to the State monthly. The Subrecipient shall submit each invoice along with the paid subcontractor invoice as supporting documentation for all reimbursed payments. The State shall reimburse the Subrecipient 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 in Amendment #2 of this agreement.

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

Karen Sinor, Contracts & Grants Administrator  
Business Office, Contracting Unit  
Department of Vermont Health Access  
[Karen.Sinor@vermont.gov](mailto:Karen.Sinor@vermont.gov)

5. **Attachment C: By replacing in its entirety with the following approved 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
- B.** State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- C. 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.
- D. 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)

**9. Attachment D: By inserting Attachment D into the agreement:**

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

**1. The insurance requirements contained in Attachment C, Section 8 are hereby modified to add the following:**

*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 **\$3,000,000** aggregate.

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

**2. Reasons for Modification(s):**

*Professional Liability:* The revised version of Attachment C, effective July 1, 2016 does not specify limits for professional liability coverage. The base agreement included professional liability limits that need to be included in this agreement.

**APPROVAL:**

\_\_\_\_\_  
ASSISTANT ATTORNEY GENERAL

DATE: \_\_\_\_\_

*State of Vermont – Attachment D  
Revised AHS – 10-30-2010*

- 7. Appendix I: By striking the *Request for Approval to Subcontract* form in Amendment #2 and inserting in lieu thereof the following revised version *Subcontractor Compliance* form:**

*(This page left intentionally blank)*

**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.**

This amendment consists of 23 pages. Except as modified by this amendment and any previous amendments, all provisions of this grant #03410-1456-15 dated November 10, 2014 shall remain unchanged and in full force and effect.

**By the STATE OF VERMONT:**

**By the SUBRECIPIENT:**

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

Signature: \_\_\_\_\_  
Lori Real, Executive VP/COO    Date  
Bi-State Primacy Care Association  
525 Clinton Street  
Bow, NH 03304  
Phone: 603-228-2830  
Email: [lreal@bistatepca.org](mailto:lreal@bistatepca.org)