

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"/>	<sup>3</sup> Amendment #		4		
<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: \$1,723,901.00		<sup>5</sup> Amount Awarded This Action: -\$106,475.00		<sup>6</sup> Total Award Amount: \$1,617,426.00			
<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		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 % <small>(Approved rate or de minimis 10%)</small>		<sup>23</sup> FFATA: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
<sup>24</sup> Grantee Fiscal Year End Month (MM format): 6		<sup>25</sup> R&D:					
<sup>26</sup> DUNS Registered Name (if different than VISION Vendor Name in Box 11):							
SECTION III - FUNDING ALLOCATION							
STATE FUNDS							
Fund Type	AwarDED Previously	Award This Action	Cumulative Award	Special & Other Fund Descriptions			
General Fund			\$0.00				
Special Fund			\$0.00				
Global Commitment (non-subrecipient funds)			\$0.00				
Other State Funds			\$0.00				
FEDERAL FUNDS <small>(includes subrecipient Global Commitment funds)</small>					Required Federal Award Information		
CFDA#	Program Title	AwarDED Previously	Award This Action	Cumulative Award	FAIN	Fed Award Date	Total Federal Award
93.624	State Innovation Models Funding for Model Design	\$1,723,901.00	-\$106,475.00	\$1,617,426.00	1G1CMS331181	04/01/2013	\$45,009,074.92
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
		\$0.00					
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
		\$0.00					
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
		\$0.00					
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
		\$0.00					
<b>Total Awarded - All Funds</b>		<b>\$1,723,901.00</b>	<b>-\$106,475.00</b>	<b>\$1,617,426.00</b>			
SECTION IV - CONTACT INFORMATION							
STATE GRANTING AGENCY				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 April 1, 2017 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 and 2, items #3, 5, and 11, of the Base agreement and as amended by Amendment #3, and substituting in lieu thereof the following revised items #3, 5, 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 \$1,617,426.

Work performed between April 1, 2017 and the signing or execution of this amendment that is in conformity with Attachment A may be billed under this agreement.

5. **Source of Funds:**           Federal \$1,617,426           State \$           Other \$

11. **Attachments:** This Agreement consists of 21 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
  - 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</i>	Vendors engaged 300+ patients enrolled by 6/30/15	Vendor contract executed	By 12/1/2014	Director of VT Operations

<p><i>implement clinical intervention targeting rising risk population</i></p> <p><i>Contract or staff care coordination component of telemonitoring intervention</i></p> <p><i>Implement Intervention</i></p>	<p>Intervention rolled out at 3+ FQHCs by 6/30/15</p> <p>Clinical intervention will reduce hospitalizations for enrolled patients, impacting quality and total cost of care.</p>	<p>Vendor contract executed or staff hired</p> <p>300+ patients enrolled by 12/31/15</p> <p>Intervention rolled out at 3+ FQHCs by 6/30/15</p>	<p>By 12/31/2014</p> <p>By 12/31/2015</p> <p>By 6/30/2015</p>	
<p><i>Evaluate Intervention</i></p> <p><i>Extend Contracts with Pharos Innovations, LLC and VNAs of VT to extend existing telemonitoring program through December 2016</i></p>	<p>~300 patients enrolled throughout CY16</p>	<p>Evaluate claims data</p> <p>Amendment to Vendor Contract executed between Bi-State and Pharos Innovations LLC.</p> <p>Amendment to Vendor Contract executed between Bi-State and VNAs of VT.</p>	<p>By 3/30/2016</p> <p>By 4/30/2016</p> <p>By 12/31/2015</p>	<p>Director of VT Operations</p> <p>Director of VT Operations</p>
<p><b>Need:</b> CHAC must complete ACO quality reporting as part of participation in the Medicare, Medicaid, and Commercial Shared Savings Programs.</p>				
<p><b>Goal:</b> Implement an ACO quality reporting process that is compliant and enables CHAC to identify QI opportunities</p>				
<p><b>Objective:</b> Complete ACO quality reporting for Program Years 2014, 2015, and 2016 per program deadlines.</p>				
<p><i>Develop ACO QI Reporting Plan</i></p> <p><i>Identify and procure resources needed to implement plan.</i></p>	<p>Plan identified that is as efficient as possible and customized to needs of individual health centers.</p> <p>IT and human resources are identified and procured.</p> <p>PY14 data aggregated, per</p>	<p>Workplan developed</p> <p>IT purchases made; temp agency contract executed; individual temp workers identified</p>	<p>By 1/26/15</p> <p>By 1/26/15</p> <p>By 4/30/15</p>	<p>Project Manager</p> <p>Director VT Operations</p> <p>Director VT Operations</p>

<i>Conduct data abstraction for PY2014</i>	program specific guidelines	PY14 data submitted, per program specific guidelines	By 6/30/16	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 6/30/17	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 reporting</i>	Supportive systems developed	Supportive systems developed	By 6/30/17	Director VT Operations

**Need:** 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.

**Goal:** 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.

**Objective:** Share initial reports from claims-based analytics solution with CHAC Board and/or appropriate committees by April 2017.

<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

**Need:** 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.

<b>Goal:</b> Maintain CHAC's status as a compliant Shared Savings Program through June 30, 2017.				
<b>Objective:</b> Maintain CHAC's core staffing and capacity between July 1, 2016 and June 30, 2017.				
<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 Participant Agreements for non-risk participants for PY2017.	Through 6/30/17	Director VT Operations
<i>Support CHAC Board and Committee structure between July 1, 2016 and June 30, 2017.</i>	CHAC Board and Committees continue to direct CHAC initiatives and priorities through April 2017.	CHAC Board meetings will occur monthly between July 1, 2016 and June 30, 2017.	Through 6/30/17	Director VT Operations
<i>Support VCO Board and Committee structure between July 15, 2016 and June 30, 2017.</i>	VCO Board and Committees assume role guiding Vermont's All Payer Model.	VCO Board meetings will occur no less frequently than monthly between July 15, 2016 and June 30, 2017.	Through 6/30/17	Director VT Operations

**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.



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. II-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.fhrs.gov](http://www.fhrs.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 \$1,617,426. Work performed between April 1, 2017 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 sought 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.
- e. In April 2017 the State sought federal approval from CMMI for a reduction of \$106,475 of previously approved federal funds for the period April 1, 2017– June 30, 2017. Approval for funding is contingent on CMMI authorization.

**2. Program Budget Table**

	<b>Budget</b>
<b>Finance / IT / Compliance / Communication</b>	<b>\$71,516.60</b>
<b>CHAC Director (7/1/16 onward; formerly CHAC Informatics Director) (Kate Simmons)</b>	<b>\$92,945.00</b>
<b>Project Coordinator/Manager (Kendall West/TBH)</b>	<b>\$31,261.94</b>
<b>Quality Manager (Patty Launer)</b>	<b>\$56,451.98</b>
<b>Program Manager, Health Data Operations (Heather Skeels)</b>	<b>\$59,202.07</b>
<b>Program Manager, Health Care Informatics (Lauri Scharf)</b>	<b>\$13,415.23</b>
<b>Temporary Data Extractor (TBH)</b>	<b>\$25,318.75</b>
<b>Communications Director (Sue Noon)</b>	<b>\$131.00</b>
<b>Project Coordinator (Katie Fitzpatrick)</b>	<b>\$19,952.97</b>
<b>total salaries</b>	<b>\$370,196.00</b>
<b>total fringe @23% of salary</b>	<b>\$85,145.00</b>
<b>total personnel</b>	<b>\$455,341.00</b>
<b>conference/travel</b>	<b>\$4,767.00</b>
<b>mileage</b>	<b>\$10,335.00</b>
<b>meetings</b>	<b>\$2,482.00</b>
<b>other IT (server, data hosting, etc.)</b>	<b>\$19,372.00</b>
<b>Supplies</b>	<b>\$21,760.00</b>
<b>contractor: administrative support</b>	<b>\$31,090.00</b>
<b>contractor: telemonitoring (Pharos Innovations, LLC)</b>	<b>\$424,000.00</b>
<b>contractor: chart abstraction, clinical QI support</b>	<b>\$48,297.00</b>
<b>contractor: triage care coordination (VNA of VT)</b>	<b>\$245,581.00</b>
<b>Contractor: Analytics Software/Solutions/Expertise</b>	<b>\$25,000.00</b>
<b>Contractor: Strategic Planning / GMCB application development</b>	<b>\$100,000.00</b>
<b>beneficiary engagement / mailings</b>	<b>\$4,653.00</b>
<b>legal services (compliance / contract expertise / TA to support participants)</b>	<b>\$95,000.00</b>
<b>business insurance</b>	<b>\$29,253.00</b>
<b>facility</b>	<b>\$54,961.00</b>
<b>total direct</b>	<b>\$1,116,551.00</b>

indirect 10% of personnel	\$45,534.00
<b>TOTAL</b>	<b>\$1,617,426.00</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)

45 CFR Part 75 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR HHS AWARDS

Subrecipient acknowledges that neither the terms of the SIM grant nor of this Subrecipient grant authorize the Subrecipient to keep any profit resulting from the receipt of federal funds. Pursuant to 45 CFR § 75.400(g), the Subrecipient will return any federal funds received in excess of its actual direct and indirect costs allowable under this agreement. By submitting invoices pursuant to this agreement, Subrecipient will attest that all amounts invoiced represent actual expenditures for allowable direct or indirect costs under this agreement.

5. **Attachment F: By replacing in its entirety with the following revised version dated 12/31/16.**

**ATTACHMENT F**

**AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT PROVISIONS**

1. **Definitions:** For purposes of this Attachment F, the term "Agreement" shall mean the form of the contract or grant, with all of its parts, into which this Attachment F is incorporated. The meaning of the term "Party" when used in this Attachment F shall mean any named party to this Agreement *other than* the State of Vermont, the Agency of Human Services (AHS) and any of the departments, boards, offices and business units named in this Agreement. As such, the term "Party" shall mean, when used in this Attachment F, the Contractor or Grantee with whom the State of Vermont is executing this Agreement. If Party, when permitted to do so under this Agreement, seeks by way of any subcontract, sub-grant or other form of provider agreement to employ any other person or entity to perform any of the obligations of Party under this Agreement, Party shall be obligated to ensure that all terms of this Attachment F are followed. As such, the term "Party" as used herein shall also be construed as applicable to, and describing the obligations of, any subcontractor, sub-recipient or sub-grantee of this Agreement. Any such use or construction of the term "Party" shall not, however, give any subcontractor, sub-recipient or sub-grantee any substantive right in this Agreement without an express written agreement to that effect by the State of Vermont.
2. **Agency of Human Services:** The Agency of Human Services is responsible for overseeing all contracts and grants entered by any of its departments, boards, offices and business units, however denominated. The Agency of Human Services, through the business office of the Office of the Secretary, and through its Field Services Directors, will share with any named AHS-associated party to this Agreement oversight, monitoring and enforcement responsibilities. Party agrees to cooperate with both the named AHS-associated party to this contract and with the Agency of Human Services itself with respect to the resolution of any issues relating to the performance and interpretation of this Agreement, payment matters and legal compliance.
3. **Medicaid Program Parties** (*applicable to any Party providing services and supports paid for under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver*):

**Inspection and Retention of Records:** In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements, and will comply with all requests appropriate to enable the Agency of Human Services, the U.S. Department of Health and Human Services (along with its Inspector General and the Centers for Medicare and Medicaid Services), the Comptroller General, the Government Accounting Office, or any of their designees: (i) to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement; and (ii) to inspect and audit any records, financial data, contracts, computer or other electronic systems of Party relating to the performance of services under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver. Party will retain for ten years all documents required to be retained pursuant to 42 CFR 438.3(u).

**Subcontracting for Medicaid Services:** Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must clearly specify in writing the responsibilities of the subcontractor or other service provider and Party must retain the authority to revoke its subcontract or service provider agreement or to impose other sanctions if the performance of the subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

**Medicaid Notification of Termination Requirements:** Party shall follow the Department of Vermont Health Access Managed-Care-Organization enrollee-notification requirements, to include the requirement that Party provide timely notice of any termination of its practice.

**Encounter Data:** Party shall provide encounter data to the Agency of Human Services and/or its departments and ensure further that the data and services provided can be linked to and supported by enrollee eligibility files maintained by the State.

**Federal Medicaid System Security Requirements Compliance:** Party shall provide a security plan, risk assessment, and security controls review document within three months of the start date of this Agreement (and update it annually thereafter) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

4. **Workplace Violence Prevention and Crisis Response** (*applicable to any Party and any subcontractors and sub-grantees whose employees or other service providers deliver social or mental health services directly to individual recipients of such services*):

Party shall establish a written workplace violence prevention and crisis response policy meeting the requirements of Act 109 (2016), 33 VSA §8201(b), for the benefit of employees delivering direct social or mental health services. Party shall, in preparing its policy, consult with the guidelines promulgated by the U.S. Occupational Safety and Health Administration for *Preventing Workplace Violence for Healthcare and Social Services Workers*, as those guidelines may from time to time be amended.

Party, through its violence protection and crisis response committee, shall evaluate the efficacy of its policy, and update the policy as appropriate, at least annually. The policy and any written evaluations thereof shall be provided to employees delivering direct social or mental health services.

Party will ensure that any subcontractor and sub-grantee who hires employees (or contracts with service providers) who deliver social or mental health services directly to individual recipients of such services, complies with all requirements of this Section.

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English

proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. **Employees and Independent Contractors:**

Party agrees that it shall comply with the laws of the State of Vermont with respect to the appropriate classification of its workers and service providers as “employees” and “independent contractors” for all purposes, to include for purposes related to unemployment compensation insurance and workers compensation coverage, and proper

payment and reporting of wages. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance as to the appropriate classification of “workers” and “independent contractors” relating to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party will on request provide to the Agency of Human Services information pertaining to the classification of its employees to include the basis for the classification. Failure to comply with these obligations may result in termination of this Agreement.

7. **Data Protection and Privacy:**

**Protected Health Information:** Party shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this Agreement. Party shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

**Substance Abuse Treatment Information:** Substance abuse treatment information shall be maintained in compliance with 42 C.F.R. Part 2 if the Party or subcontractor(s) are Part 2 covered programs, or if substance abuse treatment information is received from a Part 2 covered program by the Party or subcontractor(s).

**Protection of Personal Information:** Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR 155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual’s identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with any other personal or identifiable information that is linked or linkable to a specific person, such as date and place or birth, mother’s maiden name, etc.

**Other Confidential Consumer Information:** Party agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to and uses of personal information relating to any beneficiary or recipient of goods, services or other forms of support. Party further agrees to comply with any applicable Vermont State Statute and other regulations respecting the right to individual privacy. Party shall ensure that all of its employees, subcontractors and other service providers performing services under this agreement understand and preserve the sensitive, confidential and non-public nature of information to which they may have access.

**Data Breaches:** Party shall report to AHS, through its Chief Information Officer (CIO), any impermissible use or disclosure that compromises the security, confidentiality or privacy of any form of protected personal information identified above within 24 hours of the discovery of the breach. Party shall in addition comply with any other data breach notification requirements required under federal or state law.

8. **Abuse and Neglect of Children and Vulnerable Adults:**

**Abuse Registry.** Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact through (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid child care license or registration from the

Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

**Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement, (a) is a caregiver or has any other contact with clients and (b) has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

9. **Information Technology Systems:**

**Computing and Communication:** Party shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Party as part of this agreement. Options include, but are not limited to:

1. Party's provision of certified computing equipment, peripherals and mobile devices, on a separate Party's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

**Intellectual Property/Work Product Ownership:** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement -- including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement, or are a result of the services required under this grant -- shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30-days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Party (or subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

Party shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State of Vermont.

If Party is operating a system or application on behalf of the State of Vermont, Party shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Party's materials.

Party acknowledges and agrees that should this agreement be in support of the State's implementation of the Patient Protection and Affordable Care Act of 2010, Party is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid



Services. Such agreement will be subject to, and incorporates here by reference, 45 CFR 74.36, 45 CFR 92.34 and 45 CFR 95.617 governing rights to intangible property.

**Security and Data Transfers:** Party shall comply with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Party of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Party to implement any required.

Party will ensure the physical and data security associated with computer equipment, including desktops, notebooks, and other portable devices, used in connection with this Agreement. Party will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. Party will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, Party shall securely delete data (including archival backups) from Party's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

Party, in the event of a data breach, shall comply with the terms of Section 6 above.

#### 10. **Other Provisions:**

**Environmental Tobacco Smoke.** Public Law 103-227 (also known as the Pro-Children Act of 1994) and Vermont's Act 135 (2014) (An act relating to smoking in lodging establishments, hospitals, and child care facilities, and on State lands) restrict the use of tobacco products in certain settings. Party shall ensure that no person is permitted: (i) to use tobacco products or tobacco substitutes as defined in 7 V.S.A. § 1001 on the premises, both indoor and outdoor, of any licensed child care center or afterschool program at any time; (ii) to use tobacco products or tobacco substitutes on the premises, both indoor and in any outdoor area designated for child care, health or day care services, kindergarten, pre-kindergarten, elementary, or secondary education or library services; and (iii) to use tobacco products or tobacco substitutes on the premises of a licensed or registered family child care home while children are present and in care. Party will refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors.

Failure to comply with the provisions of the federal law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The federal Pro-Children Act of 1994, however, does not apply to portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

**2-1-1 Database:** If Party provides health or human services within Vermont, or if Party provides such services near the Vermont border readily accessible to residents of Vermont, Party shall adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211 (Vermont 211), and will provide to Vermont 211 relevant descriptive information regarding its agency, programs and/or contact information as well as accurate and up to date information to its database as requested. The "Inclusion/Exclusion" policy can be found at [www.vermont211.org](http://www.vermont211.org).

**Voter Registration:** When designated by the Secretary of State, Party agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

**Drug Free Workplace Act:** Party will assure a drug-free workplace in accordance with 45 CFR Part 76.

**Lobbying:** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of

Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

AHS ATT. F 12.31.16

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

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

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



This amendment consists of 21 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: e-Signed by Cory Gustafson on 2017-06-26 13:26:00 GMT  
Cory Gustafson, Commissioner      Date  
Department of Vermont Health Access (DVHA)  
NOB 1 South, 280 State Drive  
Waterbury, VT 05671  
Phone: 802-241-0246  
Email: [Cory.Gustafson@vermont.gov](mailto:Cory.Gustafson@vermont.gov)

June 26, 2017  
Signature: e-Signed by Lori Real on 2017-06-21 13:44:57 GMT  
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)