

# DVHA Routing Form

Revision Date 7/7/14

Type of Agreement: Contract      Agreement #: 26215      Form of Agreement: Amendment      Amendment #: 2

Name of Recipient: Community Health Accountable Care, LLC.      Vendor #: 332359

Program Manager: Amy Coonradt      Phone #: 802-879-8236

Agreement Manager: Leah Korce 802-241-0243

**Brief**

Explanation of Agreement: To extend length of term, updates to attachments A, B, C, D, E, and Appendix I.

Start Date: 03/14/2014      End Date: 12/31/2016      Maximum Amount: up to 10% actual expenditures per year

Amendments Only:      Maximum Prior Amount: \_\_\_\_\_      Percentage of Change: \_\_\_\_\_

Bid Process (Contracts Only):  Standard     Simplified     Sole Source     Statutory     Master Contract SOW

Funding Source		
<u>Global Commitment 93.778</u>	<u>up to 10% actual expenditures per year</u>	

**Contents of Attached Packet**

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> AA-14                          | <input checked="" type="checkbox"/> Attachments A, B, C & F                     | <input type="checkbox"/> Attachment G - Academic Research               |
| <input type="checkbox"/> Sole Source Memo                          | <input checked="" type="checkbox"/> Attachment D - Modifications to C & F       | <input type="checkbox"/> MOU  |
| <input checked="" type="checkbox"/> Qualitative/Justification Memo | <input checked="" type="checkbox"/> Attachment E - Business Associate Agreement | <input checked="" type="checkbox"/> Other: <u>Appendix I &amp; Base</u> |

Reviewer	Reviewer Initials	Date Signed
DVHA BO	<u>Nicole Wilson</u> <small>E-SIGNED by Nicole Wilson on 2016-03-21 13:40:16 GMT</small>	March 21, 2016
DVHA BO	<u>EMILY TRANTUM</u> <i>ET</i>	<u>5/11/16</u>
DVHA Deputy Commissioner		
DVHA Commissioner or Designee	<u>Steven Costantino</u> <i>SC</i>	<u>3/17/16</u>
AHS Attorney General	<u>Michael Barber</u> <small>E-SIGNED by Michael Barber on 2016-03-21 18:22:25 GMT</small>	March 21, 2016
AHS CIO		
AHS Central Office	<u>Diane Nealy</u> <small>E-SIGNED by Diane Nealy on 2016-03-22 12:14:14 GMT</small>	March 22, 2016
AHS Secretary	<u>Paul Dragon</u> <small>E-SIGNED by Paul Dragon on 2016-03-23 18:27:12 GMT</small>	March 23, 2016

- CMS Approval   
  CCIIO Approval   
  CMMI Approval   
  Other Approval   
  No Approval

Vision Account Codes: 41601/20405/507600/3410015000

FFATA Entry   
  Grant Tracking Module   
 Vision PO #: \_\_\_\_\_   
 Initials & Date: \_\_\_\_\_   
 Approval & B/C: \_\_\_\_\_

**STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION ----- Form AA-14 (8/22/11)**

**Note: All sections are required. Incomplete forms will be returned to department.**

**I. CONTRACT INFORMATION:**

Agency/Department: AHS/ DVHA Contract #: 26215 Amendment #: 2  
 Vendor Name: Community Health Accountable Care VISION Vendor No: 332359  
 Vendor Address: 61 Elm Street, MONTpelier, VT 05062  
 Starting Date: 3/14/2014 Ending Date: 12/31/2016 Amendment Date:  
 Summary of agreement or amendment: Extend contract term, updates to attachments A, B, C, D, E, and Appendix I.

**II. FINANCIAL INFORMATION**

Maximum Payable: \$ up to 10% of actual expenditures Prior Maximum: \$ Prior Contract # (If Renewal):  
 Current Amendment: \$ per year Cumulative amendments: \$ % Cumulative Change: %  
 Business Unit(s): 3410; [notes: ] VISION Account(s): 507600;

**III. PERFORMANCE INFORMATION**

Does this Agreement include Performance Measures tied to Outcomes and/or financial reward/penalties?  Yes  No  
 Estimated Funding Split: G-Fund % S-Fund % F-Fund % GC-Fund 100.00 % Other %

**III. PUBLIC COMPETITION**

The agency has taken reasonable steps to control the price of the contract or procurement grant and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:  
 Standard bid or RFP  Simplified Bid  Sole Sourced  Qualification Based Selection  Statutory

**IV. TYPE OF AGREEMENT & PERFORMANCE INFORMATION**

Check all that apply:  Service  Personal Service  Architect/Engineer  Construction  Marketing  
 Information Technology  Other, describe:

**V. SUITABILITY FOR CONTRACT FOR SERVICE**

Yes  No  n/a If this is a Personal Service contract, does this agreement meet all 3 parts of the "ABC" definition of independent contractor? (See Bulletin 3.5) If NO, then contractor must be paid through Payroll

**VI. CONTRACTING PLAN APPLICABLE:**

Are one or more contract or terms & conditions provisions waived under a pre-approved Contracting Plan?  Yes  No

**VII. CONFLICT OF INTEREST**

By signing below, I certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.  
 Yes  No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

**VIII. PRIOR APPROVALS REQUIRED OR REQUESTED**

Yes  No Agreement must be approved by the Attorney General under 3 VSA §311(a)(10) (personal service)  
 Yes  No I request the Attorney General review this agreement as to form  
 No, already performed by in-house AAG or counsel: \_\_\_\_\_ (initial)  
 Yes  No Agreement must be approved by the Comm. of DII; for IT hardware, software or services and  
 Telecommunications over \$100,000  
 Yes  No Agreement must be approved by the CMO; for Marketing services over \$15,000  
 Yes  No Agreement must be approved by Comm. Human Resources (privatization and retiree contracts)  
 Yes  No Agreement must be approved by the Secretary of Administration

**IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL**


I have made reasonable inquiry as to the accuracy of the above information:  
 Date: 2/17/16 Agency/Department Head: [Signature] E-SIGNED by Paul Dragon on 2016-03-23 18:27:12 GMT  
 Date: March 21, 2016 Approval by Attorney General: [Signature] E-SIGNED by Michael Barber on 2016-03-21 18:22:25 GMT  
 Date: April 04, 2016 Approved by Commissioner of Human Resources: [Signature] E-SIGNED by Michael Clasen on 2016-04-04 18:09:10 GMT  
 Date: \_\_\_\_\_ CIO Date: \_\_\_\_\_ CMO Date: \_\_\_\_\_ Secretary of Administration



State of Vermont  
Department of Vermont Health Access  
NOB 1 South, 280 State Drive  
Waterbury, Vermont 05671-1010  
dvha.vermont.gov

Agency of Human Services  
[Phone] 802-879-5900  
[Fax] 802-879-5651

MEMORANDUM

To: Justin Johnson, Secretary, Agency of Administration (AOA)   
From: Steven Costantino, Commissioner, Department of Vermont Health Access (DVHA)  
Date: February 23, 2016  
Re: Amendment #2, Retroactive Request, Community Health Accountable Care LLC,  
Contract #26215

DVHA seeks to amend its contract with Community Health Accountable Care (Contractor) for the Accountable Care Organization (ACO) to support the continued implementation of the Vermont Medicaid Shared Savings Program (VMSSP).

This amendment makes administrative and agreement term changes to the base contract, as previously amended in October 2015. Specifically, the amendment extends the term of the contract to December 31, 2106, updates the contract key personnel due to staff changes, updates Attachment C to the current revised version, and also adds a revised Appendix I – Required Forms.

This memo also requests funding approval retroactively to March 14, 2016. The current agreement with the Contractor is set to end on March 13, 2016. In order to ensure a continuity of Contractor services, DVHA is requesting retroactive funding, *if needed*, to March 14, 2016 to ensure continuity in Contractor services.

DVHA feels it is in the best interest of the State at this time to amend its contract for these services for the above reasons mentioned. DVHA's funding for this contract is based on savings achieved and complies with all mandatory provisions of AOA Bulletin 3.5.

**Contractor:** Community Health Accountable Care LLC

**Method of Selection:** RFP

**Amount:** Global Commitment – up to 10% of Actual Expenditures Per Year

**Agreement Term, with Amendment:** March 31, 2014 – December 31, 2016

**Background**

The VMSSP is a three year program beginning in February, 2014. The program enacted a methodology that is based on retrospective expenditures dating back to January 1, 2014. Now in its final performance year, the VMSSP is an agreement between Medicaid and provider organizations aimed to improve efficiency and quality of care delivery to Medicaid beneficiaries as well as share in any savings gained as a result of the providers' care delivery transformation activities. The Contractor supports the VMSSP through its work under this agreement.

## AMENDMENT

It is agreed between the State of Vermont, Department of Vermont Health Access (hereinafter called "State") and Community Health Accountable Care, LLC (hereinafter called "Contractor") with principal place of business in Bow, NH that the contract dated March 14, 2014 is to be amended March 14, 2016 as follows:

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

**4. Contract Term.** The period of Contractor's performance shall begin on **March 14, 2014** and end on **December 31, 2016.**

Work performed between March 14, 2016 and the signing or execution of this amendment that is in conformity with Attachment A may be billed under this agreement.

**2. By striking out on page 2, item #8, of the Base agreement and substituting in lieu thereof:**

**8. Attachments.** This contract consists of 57 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 D – Modification of Customary Provisions of Attachment C  
Attachment F – Standard State Provisions: AHS Customary Contract Provisions  
Attachment G – Services Considered in Eligible Individual  
Appendix I – Required Forms  
Attribution

The order of precedence of 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 F – Standard State Provisions: AHS Customary Contract Provisions
- 7). Attachment G – Services Considered in Eligible Individual
- 8). Appendix I – Required Forms
- 9). Attribution

**3. Attachment A, Exhibit 1: By inserting on page 31, Sections X – XIII, into the Base agreement after Section IX:**

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

	<u>State Fiscal Manager</u>	<u>State Program Manager</u>	<u>Contractor</u>
Name:	Leah Korce	Amy Coonradt	Lori Real
Phone #:	802-241-0243	802-585-9063	603-228-2830 x. 114
E-mail:	<a href="mailto:leah.korce@vermont.gov">leah.korce@vermont.gov</a>	<a href="mailto:amy.coonradt@vermont.gov">amy.coonradt@vermont.gov</a>	<a href="mailto:lreal@bistatepca.org">lreal@bistatepca.org</a>

**XI. Notices to the Parties Under this Agreement:**

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

	State Representative	Contractor
Name	Office of General Counsel	Lori Real
Address	NOB 1 South, 280 State Drive Waterbury, VT 05671	525 Clinton Street Bow, NH 03304
Email	<a href="mailto:AHS.DVHALegal@vermont.gov">AHS.DVHALegal@vermont.gov</a>	<a href="mailto:lreal@bistatepca.org">lreal@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.

**XII. DVHA Monitoring of Contract:**

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

**XIII. Subcontractor Requirements:**

Per Attachment C, Section 15, if the Contractor chooses to subcontract work under this agreement, the Contractor must first fill out and submit the Subcontractor Compliance Form (Appendix I – Required Forms) in order to seek approval from the State prior to signing an agreement with a third party. Upon receipt of the Subcontractor Compliance Form, the State shall review and respond within five (5) business days. A fillable PDF version of this Subcontractor Compliance Form is available upon request from the DVHA Business Office. Under no circumstance shall the Contractor enter into a sub-agreement without prior authorization from the State. The Contractor shall submit the Subcontractor Compliance Form to:

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

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

**4. Attachment B: By striking #3 of the Base agreement and substituting in lieu thereof:**

3. **Invoices.** All requests for reimbursements shall be made using the Invoice – Contract/Grant Agreements form attached, see Appendix I – Required Forms, or a similar format agreed upon by the State and Contractor. All payments are subject to payment terms of Net 30 days. The Contractor shall only submit invoices for deliverables that have been approved by the State Program Manager.

The Contractor shall submit each invoice along with the paid subcontractor invoice as supporting documentation for all reimbursed payments. Invoices should reference this contract number, contain a unique invoice number, and current date of submission. Invoices should be submitted electronically with all other reports to:

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

4. Work performed between March 14, 2016 and the signing or execution of this amendment that is in conformity with Attachment A may be billed under this agreement. The total maximum amount payable under this contract shall not exceed 10% of total actual expenditures in the performance year calculated in Attachment A, Exhibit 1 Section IV (E).

*(This space left intentionally blank)*

**5. Attachment C: By replacing in its entirety with the following approved version dated 9/1/2015:**

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS**

- 1. Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 2. Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
- 3. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
- 4. Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- 6. Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.  
  
The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.  
  
After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.  
  
The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.
- 7. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation

insurance in accordance with the laws of the State of Vermont.

**General Liability and Property Damage:** With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations  
Products and Completed Operations  
Personal Injury Liability  
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence  
\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$ 50,000 Fire/ Legal/Liability

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

**Automotive Liability:** The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

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

**Professional Liability:** Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of **\$1,000,000** per occurrence, and **\$1,000,000** aggregate.

- 8. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
- 9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- 10. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made



available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 13. Taxes Due to the State:**
  - a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
  - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
  - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
  - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
- 14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
  - a. is not under any obligation to pay child support; or
  - b. is under such an obligation and is in good standing with respect to that obligation; or
  - c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.
- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.
- Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:  
<http://bgs.vermont.gov/purchasing/debarment>
- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- 20. Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
- 22. Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.B.

*(AHS - State of Vermont – Attachment C - 9-1-2015\_rev)*

**6. Attachment D: By striking the contact information in #2 in the Base agreement and substituting in lieu thereof:**

Amy Coonradt, MPH  
Senior Health Policy Analyst  
Department of Vermont Health Access (DVHA)  
312 Hurricane Lane  
Williston, VT 05495-2087  
802-585-9063

**7. 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 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  
 NOV 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: \_\_\_\_\_

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 10 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract #26215 dated March 14, 2014 shall remain unchanged and in full force and effect.

**BY THE STATE OF VERMONT:**

**BY THE CONTRACTOR:**

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STEVEN COSTANTINO, Commissioner    Date  
NOB 1 SOUTH, 280 STATE DRIVE  
WATERBURY, VT 05671  
PHONE: 802-241-0147  
STEVEN.COSTANTINO@VERMONT.GOV

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LORI REAL, CHAC Administrator    Date  
525 CLINTON STREET  
BOW, NH 03304  
PHONE: 603-228-2830 x. 114  
LREAL@BISTATEPCA.ORG